

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA – FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 94	
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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Monthly Fire Extinguisher Inspection YR1 FFP Monthly Fire Extinguisher Inspection IAW SOW Section 3.0.1	520	Each		
	FOB: Destination PSC CD: H212				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Annual Fire Extinguisher Inspection YR1 FFP Annual Fire Extinguisher Inspection IAW SOW Section 3.0.2.	520	Each		
	To cover the period from NTP to 12 Months Thereafter FOB: Destination PSC CD: H212				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	10 Pound ABC Replacement YR1 FFP All work shall be IAW SOW Section 3.0.3 FOB: Destination PSC CD: H212	8	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	10 Pound ABC 6 Year Service YR1 FFP Six-year service for ABC Fire Extinguisher. Work shall include replacement parts/tags.All work shall be IAW SOW Section 3.0.4 FOB: Destination PSC CD: H212	20	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Halotron Replacement YR1 FFP All work shall be IAW SOW Section 3.0.5 FOB: Destination PSC CD: H212	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Halotron 6 Year Service YR1 FFP Six-year service for Halotron Fire Extinguisher. Work shall include replacement parts/tags.All work shall be IAW SOW Section 3.0.6 FOB: Destination PSC CD: H212	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Monthly Fire Extinguisher Inspection YR2 FFP Monthly Fire Extinguisher Inspection IAW SOW Section 3.0.1 FOB: Destination PSC CD: H212	520	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Annual Fire Extinguisher Inspection YR2 FFP Annual Fire Extinguisher Inspection IAW SOW Section 3.0.2. FOB: Destination PSC CD: H212	520	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	10 Pound ABC Replacement YR2 FFP All work shall be IAW SOW Section 3.0.3 FOB: Destination PSC CD: H212	8	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	10 Pound ABC 6 Year Service YR2 FFP Six-year service for ABC Fire Extinguisher. Work shall include replacement parts/tags.All work shall be IAW SOW Section 3.0.4 FOB: Destination PSC CD: H212	20	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Halotron Replacement YR2 FFP All work shall be IAW SOW Section 3.0.5 FOB: Destination PSC CD: H212	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Halotron 6 Year Service YR2 FFP Six-year service for Halotron Fire Extinguisher. Work shall include replacement parts/tags.All work shall be IAW SOW Section 3.0.6 FOB: Destination PSC CD: H212	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Monthly Fire Extinguisher Inspection YR3 FFP Monthly Fire Extinguisher Inspection IAW SOW Section 3.0.1 FOB: Destination PSC CD: H212	520	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Annual Fire Extinguisher Inspection YR3 FFP Annual Fire Extinguisher Inspection IAW SOW Section 3.0.2. FOB: Destination PSC CD: H212	520	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	10 Pound ABC YR3 FFP All work shall be IAW SOW Section 3.0.3 FOB: Destination PSC CD: H212	8	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	10 Pound ABC 6 Year Service YR3 FFP Six-year service for ABC Fire Extinguisher. Work shall include replacement parts/tags.All work shall be IAW SOW Section 3.0.4 FOB: Destination PSC CD: H212	20	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	Halotron Replacement YR3 FFP All work shall be IAW SOW Section 3.0.5 FOB: Destination PSC CD: H212	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	Halotron 6 Year Service YR3 FFP Six-year service for Halotron Fire Extinguisher. Work shall include replacement parts/tags.All work shall be IAW SOW Section 3.0.6 FOB: Destination PSC CD: H212	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Monthly Fire Extinguisher Inspection YR4 FFP Monthly Fire Extinguisher Inspection IAW SOW Section 3.0.1 FOB: Destination PSC CD: H212	520	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	Annual Fire Extinguisher Inspection YR4 FFP Annual Fire Extinguisher Inspection IAW SOW Section 3.0.2. FOB: Destination PSC CD: H212	520	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	10 Pound ABC Replacement YR4 FFP All work shall be IAW SOW Section 3.0.3 FOB: Destination PSC CD: H212	8	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	10 Pound ABC 6 Year Service YR4 FFP Six-year service for ABC Fire Extinguisher. Work shall include replacement parts/tags.All work shall be IAW SOW Section 3.0.4 FOB: Destination PSC CD: H212	20	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	Halotron Replacement YR4 FFP All work shall be IAW SOW Section 3.0.5 FOB: Destination PSC CD: H212	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	Halotron 6 Year Service YR4 FFP Six-year service for Halotron Fire Extinguisher. Work shall include replacement parts/tags.All work shall be IAW SOW Section 3.0.6 FOB: Destination PSC CD: H212	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	Monthly Fire Extinguisher Inspection YR5 FFP Monthly Fire Extinguisher Inspection IAW SOW Section 3.0.1 FOB: Destination PSC CD: H212	520	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	Annual Fire Extinguisher Inspection YR5 FFP Annual Fire Extinguisher Inspection IAW SOW Section 3.0.2. FOB: Destination PSC CD: H212	520	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	10 Pound ABC Replacement YR5 FFP All work shall be IAW SOW Section 3.0.3 FOB: Destination PSC CD: H212	8	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	10 Pound ABC 6 Year Service YR5 FFP Six-year service for ABC Fire Extinguisher. Work shall include replacement parts/tags.All work shall be IAW SOW Section 3.0.4 FOB: Destination PSC CD: H212	20	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	Halotron Replacement YR5 FFP All work shall be IAW SOW Section 3.0.5 FOB: Destination PSC CD: H212	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	Halotron 6 Year Service YR5 FFP Six-year service for Halotron Fire Extinguisher. Work shall include replacement parts/tags.All work shall be IAW SOW Section 3.0.6 FOB: Destination PSC CD: H212	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	Contract Data Requirements List FFP All CDRLs required by the SOW FOB: Destination PSC CD: H212	1	Lot		
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
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government
0022	Destination	Government	Destination	Government
0023	Destination	Government	Destination	Government
0024	Destination	Government	Destination	Government
0025	Destination	Government	Destination	Government

0026	Destination	Government	Destination	Government
0027	Destination	Government	Destination	Government
0028	Destination	Government	Destination	Government
0029	Destination	Government	Destination	Government
0030	Destination	Government	Destination	Government
0031	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 26-OCT-2023 TO 25-OCT-2024	N/A	NSWCPD FACILITIES MARK LAGATTA 5001 S BROAD ST. BLDG 4 PHILADELPHIA PA 19112 215-897-8321 FOB: Destination	N64498
0002	POP 26-OCT-2023 TO 25-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0003	POP 26-OCT-2023 TO 25-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0004	POP 26-OCT-2023 TO 25-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0005	POP 26-OCT-2023 TO 25-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0006	POP 26-OCT-2023 TO 25-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0007	POP 26-OCT-2024 TO 25-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0008	POP 26-OCT-2024 TO 25-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0009	POP 26-OCT-2024 TO 25-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0010	POP 26-OCT-2024 TO 25-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498

0011	POP 26-OCT-2024 TO 25-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0012	POP 26-OCT-2024 TO 25-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0013	POP 26-OCT-2025 TO 25-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0014	POP 26-OCT-2025 TO 25-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0015	POP 26-OCT-2025 TO 25-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0016	POP 26-OCT-2025 TO 25-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0017	POP 26-OCT-2025 TO 25-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0018	POP 26-OCT-2025 TO 25-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0019	POP 26-OCT-2026 TO 25-OCT-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0020	POP 26-OCT-2026 TO 25-OCT-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0021	POP 26-OCT-2026 TO 25-OCT-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0022	POP 26-OCT-2026 TO 25-OCT-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0023	POP 26-OCT-2026 TO 25-OCT-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0024	POP 26-OCT-2026 TO 25-OCT-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0025	POP 26-OCT-2027 TO 25-OCT-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0026	POP 26-OCT-2027 TO 25-OCT-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0027	POP 26-OCT-2027 TO 25-OCT-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498

0028	POP 26-OCT-2027 TO 25-OCT-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0029	POP 26-OCT-2027 TO 25-OCT-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0030	POP 26-OCT-2027 TO 25-OCT-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498
0031	POP 26-OCT-2023 TO 25-OCT-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N64498

PERFORMANCE WORK STATEMENT

Performance Work Statement (PWS) for Fire Extinguisher Inspection and Maintenance Contract

1.0 INTRODUCTION

1.0.1 The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is a Department of Defense entity responsible for research and development, test and evaluation, engineering and fleet support organization for the Navy's ships, submarines, military watercraft and unmanned vehicles. This requirement is for NSWCPD Code 1024 Safety, which is responsible for NSWCPD Facility Safety that includes the fire extinguisher program.

1.0.2 This contract is for non-personal services. It does not create employment rights with the U.S. Government whether actual, inherent, or implied

1.0.3 Government/Contractor Relationship

1.0.3.1 The services to be delivered under this Contract are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Contract between the Government and the Contractor's personnel. Therefore, it is in the best interest of the Government to provide both parties a full understanding of their respective obligations.

1.0.3.2 The Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishable badges or other visible identification for meetings with Government personnel. In addition, Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence.

1.0.3.3 Contractor personnel under this Contract shall not engage in any of the inherently Governmental functions listed at FAR Subpart 7.5 or DFARS Subpart 207.5.

1.0.4 Employee Relationship:

1.0.4.1 The services to be performed under this Contract do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

1.0.4.2 Rules, regulations, directives, and requirements that are issued by the U. S. Navy and NSWCPD under its responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

1.0.4.3 Inapplicability of Employee Benefits: This Contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

1.0.4.4 It is the Contractor's, as well as the Government's, responsibility to monitor Contract activities and notify the Contracting Officer if the Contractor believes that the intent of this Section has been or may be violated.

1.0.4.4.1 The Contractor shall notify the Contracting Officer in writing via letter or email within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this Section. The notice should include the date, nature, and circumstances of the conduct; the name, function, and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct; identify any documents or substance of any oral communication involved in the conduct; and the Contractor's estimated date when, absent a response, cost, schedule or performance will be impacted.

1.0.4.4.2 The Contracting Officer will, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) Confirm the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance, or
- (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor.

1.1 BACKGROUND Naval Surface Warfare Center Philadelphia Division currently has 477 fire extinguishers distributed among 20 U.S. Navy-owned buildings or facilities throughout the Philadelphia Naval Business Center (PNBC) Campus, also known as the Philadelphia Navy Yard. NSWCPD's Safety Office, Code 1024, is responsible for ensuring all fire extinguishers are in working order and available when needed.

1.1.1 PWS Attachments. The following attachment forms part of this Performance Work Statement (PWS) and are incorporated by reference:

- PWS Attachment 1, PNBC Site Map (1 page).

1.2 SCOPE OF WORK The buildings identified in PWS Table 1 below are located in the PNBC, Philadelphia, PA. This contract is intended to account for NSWCPD growth during its period of performance. See PWS Table 1 below for the NSWCPD Fire Extinguisher Program's current fire extinguisher distribution by building and for an estimate of future-fire-extinguisher growth. In general, this contract includes inspection and maintenance of two types of fire extinguishers: 10-lbs ABS and 15.5-lbs Halotron; additionally, this contract provides for purchase, if needed, of replacement fire extinguishers. See PWS Section 3.0, Requirements, below for details. The contractor shall ensure that the program is in compliance with all aspects of current Federal (specifically 29 CFR 1910.157), Navy, National Fire Protection Association 10 (NFPA - standard for portable fire extinguishers), and local regulations. .

PWS Table 1, List of Fire Extinguishers and Locations

NSWCPD Bldgs/Facilities	10-Lbs ABCs	15.5-Lbs Halotron	Total No. of Fire Ext.
Current State			
Bldg 4 – Command Eng Complex	58	2	60
Bldg 29 – Machinery Networks Integration Facility	27	1	28
Building 44 – Under Renovation	2	----	2
Bldg 77H – Eng Facility	37	7	44
Bldg 77L – Machinery Research and Eng Facility	38	3	41
Bldg 87 – Research and Development Facility	47	2	49
Bldg 519 – Included in Bldg 633	----	----	0
Bldg 542 – Warehouse and Storage Facility	20	----	20
Bldg 633 – Research Test Facility	53	27	80
Bldg 666 – Pump House	2	----	2
Bldg 670 –Storage	2	----	2
Bldg 745 – Carpenter Shop, Included in Bldg 666	----	----	----
Bldg 756 – Test Support Facility	3	----	3
Bldg 771 – Storage Facility	1	----	1
Bldg 776 – Fuel Cell	2	----	2
Bldg 824 – Small Gas Turbine Facility	1	----	1
Tank Farm 951	2	----	2
Bldg 1000 – SSE Test Facility	102	2	104

NSWCPD Bldgs/Facilities	10-Lbs ABCs	15.5-Lbs Halotron	Total No. of Fire Ext.
Bldg 1032 – Admin/Office	2	----	2
Bldg 1055 – Antenna Facility	4	----	4
Bldg TBD – MILCON P-758	30	----	30
Current State SubTotal	433	44	477
Future State, Not to Exceed (NTE) 10 Percent of Current State			
Unplanned Requirement	33	10	43
Future State SubTotal	33	10	43
Grand NTE Totals	466	54	520

2.0 APPLICABLE DOCUMENTS

2.0.1 Federal Navy, National Fire Protection Association 10 (NFPA - standard for portable fire extinguishers 29 CFR 1910.157),
<https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.157>

The Contractor shall reference and utilize the latest version available when performing tasks within this PWS.

3.0. REQUIREMENTS

The requirements for the fire extinguishers of this contract and as listed in PWS Table 1 above are described in the six sections below:

3.0.1 Monthly Documented Inspections – A monthly visual inspection determines whether the fire extinguisher is properly placed and will operate. Its purpose is to give reasonable assurance that the fire extinguisher is fully charged and will function effectively if needed. The maximum time period between inspections is 45 days. An inspection should determine that the extinguisher is in its designated place, conspicuous and not blocked in any way. Also, that the extinguisher has not been activated or partially and/or completely emptied, not been tampered with, and has not sustained any obvious physical damage or been subjected to an environment that could interfere with its operation – such as corrosive fumes. Operating instructions on nameplate must be legible and facing outward. If the extinguisher is equipped with a pressure gauge and/or tamper indicators, the inspection should show conditions to be satisfactory. If the pressure gauge is not in operable range the contractor shall re-charge as required. In addition, the fire extinguisher inspection record tag shall be initialed to verify inspection. The contractor shall record the monthly inspection date and retain this record for three years. The contractor shall make every attempt to get into all spaces by contacting NSWCPD personnel via phone or email. Contractor MUST notify Building 633 point of contact (POC) a minimum of 48 hours prior to inspection to allow for escorts. A copy of the record (hard copy and electronic with dates of inspection on all sheets) shall be forwarded to the NSWCPD Safety Office, Code 1024.

3.0.2 Annual Documented Inspection – An annual inspection should determine that the extinguisher is in its designated place, conspicuous and not blocked in any way. Also, that the extinguisher has not been activated or partially and/or completely emptied, not been tampered with, and has not sustained any obvious physical damage or been subjected to an environment that could interfere with its operation – such as corrosive fumes. Operating instructions on nameplate must be legible and facing outward. If the extinguisher is equipped with a pressure gauge and/or tamper indicators, the inspection should show conditions to be satisfactory. If the pressure gauge is not in operable range the contractor shall re-charge as required. In addition, the fire extinguisher inspection record tag shall be initialed to verify inspection. The contractor shall replace the inspection tag to properly record the annual inspection date and retain this record for three years. The annual inspection shall ensure that all fire extinguisher parts (rings and seals) are in working order. The contractor shall make every attempt to access all spaces by contacting NSWCPD personnel via phone or email. Contractor **MUST** notify Building 633 POCs a minimum of 48 hours prior to inspection to allow for escorts. A copy of the record (hard copy and electronic with dates of inspection on all sheets) shall be forwarded to the NSWCPD Safety Office, Code 1024.

3.0.3 Replace 10-lbs ABC Fire Extinguisher – If a 10-lbs ABC fire extinguisher fails to hold a full charge, authorization to replace shall be submitted in writing to the Technical Point of Contact (TPOC). If authorization is given, it shall be replaced in matching type and size. If replaced, the contractor shall document accordingly in the report. The new extinguishers must be serviceable for twelve (12) years before hydrostatic testing. Authorization is required by TPOC prior to replacement. The not-to-exceed (NTE) quantity is eight (8) for each contract year.

3.0.4 Six-Year Service 10-Lbs ABC Fire Extinguisher – The contractor shall remove the 10-lbs ABD fire extinguisher, perform 6-year service, and return the extinguisher to its proper place no later than the next scheduled visit. A loaner extinguisher, of matching type and size, shall be provided during this service time frame. Authorization to perform 6 year service shall be submitted in writing to the TPOC. If authorization is given, it 6-year service shall be performed, and the contractor shall document accordingly in the report. Six-year service shall include new O-rings if necessary. The not-to-exceed (NTE) quantity is twenty (20) for each contract year.

3.0.5 Replace 15.5-Lbs Halotron Fire Extinguisher – Replace a 15.5-lbs Halotron fire extinguisher if it is not in the operable range. Authorization to replace shall be submitted in writing to the TPOC. If authorization is given, it shall be replaced in matching type and size. If replaced, the contractor shall document accordingly in the report. The new extinguishers must be serviceable for twelve (12) years before hydrostatic test. The not-to-exceed (NTE) quantity is ten (20) for each contract year.

3.0.6 Six-Year Service 15.5-Lbs Halotron Fire Extinguisher – The contractor shall remove the 15.5-lbs Halotron fire extinguisher, perform 6-year service, and return the extinguisher to its proper place no later than the next scheduled visit. A loaner extinguisher, of matching type and size, shall be provided during this service time frame. Authorization to perform 6 year service shall be submitted in writing to the TPOC. If authorization is given, it 6-year service shall be performed, and the contractor shall document accordingly in the report. Six-year service shall include new O-rings if necessary. The not-to-exceed (NTE) quantity is ten (10) for each contract year.

4.0 DATA REQUIREMENTS

The data reporting requirements for this contract are described in the following two sections:

4.0.1 Contractor Monthly Inspection Report (CDRL A001) – This Contract Data Requirements List (CDRL) shall include a Contractor Monthly Contractor Inspection Report that updates and maintains the fire-extinguisher inventory at NSWCPD. The report shall contain fire extinguisher serial numbers, hydrostatic testing date, six-year dates, and all inspection areas identified in PWS Section 3.0.1 above. The report shall be approved by the NSWCPD TPOC. Electronic and hard copy of Monthly Contractor Inspection Report (with dates and comments) shall be provided to NSWCPD TPOC no later than 30 days after inspection. The contractor shall record the monthly inspection date and retain this record for three years

4.0.2 Contractor Annual Inspection Report (CDRL A002) – This CDRL shall include a Contractor Annual Inspection Report that updates and maintains the fire-extinguisher inventory at NSWCPD. The report shall contain fire extinguisher serial numbers, hydrostatic testing date, six-year dates, and all inspection areas identified in PWS Section 3.0.2 above. The report shall be approved by the NSWCPD TPOC. Electronic and hard copy of Annual Contractor Inspection Report (with dates and comments) shall be provided to NSWCPD TPOC no later than 30 days after inspection. The contractor shall record the annual inspection date and retain this record for three years

5.0 SECURITY REQUIREMENTS

5.1 CITIZENSHIP REQUIREMENTS: Work under this contract is restricted to U.S. citizens. No employee or representative of the Contractor will be admitted to the work site unless he furnishes satisfactory proof that he is a citizen of the United States. In accordance with current NSWCPD security protocol, contractor employees who hold dual-U.S. citizenship will not be granted security clearance to NSWCPD facilities. Documents acceptable for Proof of Citizenship include:

- 5.1.1 Birth registration card.
- 5.1.2 Certificate of live birth, birth certificate.

- 5.1.3 Certificate of Naturalization.
- 5.1.4 Certificate of registration.
- 5.1.5 DD-214 (Must Cite Birthplace).
- 5.1.6 DD Form 4 (Contract for Enlistment and Must Cite Birthplace).
- 5.1.7 DD 1966 (Application for Enlistment).
- 5.1.8 Military discharge papers (must cite birthplace).
- 5.1.9 Delayed birth certificate.
- 5.1.10 Hawaii certificate of foreign birth.
- 5.1.11 Hospital birth certificate.
- 5.1.12 Marriage license certificate.
- 5.1.13 Merchant marine certificate.
- 5.1.14 Military officer ID card.
- 5.1.15 Notification of birth registration.
- 5.1.16 State of Hawaii ID card.
- 5.1.17 USA passport.
- 5.1.18 Verbal inquiry with State of Hawaii Vital Statistics Office.

5.2 Application for Contractor Identification Badges: The Contractor's employees or representatives who will be working inside NSWCPD facilities or secure perimeters must obtain a Contractor's Identification (ID) badge which can be valid for up to six (6) months. The Contractor will be required to submit a Letter of Badge Request on company letterhead to the NSWCPD Technical Point of Contract (TPOC) including the contract name, contract number, contract duration, building/location of work, TPOC contact information, NSWCPD point-of-contact information, and the names and personal information for each contractor employee or representative (DOB, SSN, place of birth, citizenship status) to the TPOC for Security review and approval. A Letter of Badge Request is required to be submitted whenever expiring badges are needed to be renewed for continued work on the contract, containing the same information included in the initial request.

For Contractor employees or representatives that do not have a CONFIDENTIAL or higher security clearance, the Contractor shall provide a completed **SECNAV 5512/1** (DoN Local Population ID Card/Base Access Registration) **Form** for each employee or representative to the TPOC for CNRMA (Command Navy Region Mid-Atlantic) vetting, review and approval.

Once approved, the Contractor's employees or representatives will report to NSWCPD Security Code 105 (Building 29) with a completed I-9 form, along with two forms of identification specified on the I-9 form, for issuance of the ID badge. The Contractor must obtain the required employee ID badges from the Government at his own expense, at no additional cost. The ID badge must be returned within five (5) calendar days to Security (Building 29) when an employee leaves the Contractor's service, when the job is complete, or the ID badge has expired. The Government is not responsible for any cost or lost time associated with obtaining or the use of daily or Contractor ID badges.

5.2.1 One-Day Visitor Badges: The Contractor's employees or representatives may obtain a daily Visitor's badge from the Security desk inside NSWCPD facilities, however, a Government escort will be required at all times and the badge will only be valid for the facility where the badge was issued. The use of daily visitor's ID badge is not recommended as a Government escort must be scheduled in advance and escort's availability is severely limited and granted on a case-by-case basis (i.e., availability is not guaranteed). The Contractor's personnel would have to obtain daily passes, be subject to daily mandatory vehicle inspection, and would have limited access to the installation if using a Visitor badge. The Government is not responsible for any cost or lost time associated with escort availability in conjunction with the use of Visitor's badges for the Contractor's employees or representatives.

5.3 GENERAL ACCESS REQUIREMENTS AND RESTRICTIONS: The following access requirements and restrictions apply to work at any NSWCPD facility or secured perimeter. Contractor personnel must have a building-access-and-ID badge, also referred to as a "swipe badge," for NSWCPD building access except Bldg 633 as stated in PWS Section 3.0.2 above.

5.3.1 No employee or representative of the Contractor will be admitted to the site of the work unless they have satisfactorily completed the Application for Contractor Identification Badge process and have furnished satisfactory proof that they are a citizen of the United States. The Government Security Office must approve each base application form before the employee or representative will be authorized admittance to the site of work by the Government.

5.3.2 The Contractor is responsible to collect and account for all identification badges issued to their personnel at the expiration of the contract, expiration of the badge or when no longer required. Collected badges must be returned by the Contractor to the NSWCPD Security Office (Building 29).

5.3.3 Comply with all security regulations and policy currently in force by the Government Security Office having jurisdiction and as communicated directly by Government Security personnel or as conveyed by the TPOC.

5.3.4 Employees or representatives of the Contractor, while working at NSWCPD, must display the Government issued badge over the front of their outer clothing at all times.

5.3.5 Roll-up/garage doors are only permitted to be opened by Government personnel or Access Control Personnel (ACP). The ACP or Government personnel must guard the door during the entire time the door is un-secured. The doors must be secured immediately following its use, unless otherwise permitted by the Command Security Director.

5.3.6 Fence gates are only permitted to be opened by Government personnel or Access Control Personnel (ACP). The ACP or Government personnel must guard the gate during the entire time

the gate is un-secured. The gate must be secured immediately following its use, unless otherwise permitted by the Command Security Director.

5.3.7 Commercial vehicles (with company logo) that are required to enter a U.S. Government fence line or secured perimeter or enter the building itself at any NSWCPD facility must be inspected by the Government Motor Vehicle Inspection Team (MVIT) currently situated adjacent to Bldg 753 along Langley Avenue prior to entering the property. No personally-owned vehicles (POVs) are permitted within the fence line perimeter of any NSWCPD facility. Coordinate vehicle inspections with the TPOC. The Contractor must obtain parking passes for company vehicles, if required, from the Procuring Contracting Officer. The company name must be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles must display a valid state license plate and safety inspection sticker, if applicable, and must be maintained in good repair.

5.3.8 No Contractor or personally owned cameras are allowed inside NSWCPD facilities. If photographs are required for design or construction records, submit a written request to the Procuring Contracting Officer to have photographs taken by a Government Official using a Government camera. Photographs taken by the Government will be reviewed by Security before release to the Contractor.

5.3.7 If a security alarm is required to be temporarily disabled for a construction activity the Contractor must submit a completed Request to Mask Security Alarm form to the TPOC at least three business days in advance of the required date. The TPOC will coordinate with the NSWCPD Security Office to obtain approval for the request.

5.4. GENERAL: Security Classification Guidance, when invoked in individual task orders, must be in accordance with the following:

- (a) Level of safeguarding required: Confidential.
- (b) Access to information and equipment: classified at the Confidential National Security Information (C-NSI) level, when providing industrial support services within facilities that actively support the Navy Nuclear Propulsion Program (NNPP).
- (c) All Contractor personnel accessing classified information or classified material, associated with the performance work relative to the resultant contract, must be solely United States citizens, (no foreign nationals or dual citizenship) and must have and maintain at a minimum a final confidential security clearance, at time of task order award.
- (d) The Contractor is responsible for completing all required government mandated training to maintain security and network access to Government sites and IT systems, as necessary to support.

5.5 IDENTIFICATION OF CONTRACTOR EMPLOYEES

5.5.1 The Contractor must provide to the Procuring Contracting Officer the name or names of the responsible supervisory person or persons authorized to act for the Contractor as outlined in NSWCPD Site Access Requirements.

5.5.2 The Contractor must furnish sufficient personnel to perform all work specified within the contract.

5.5.3 Contractor employees must conduct themselves in a proper, efficient, courteous, and businesslike manner.

5.5.4 The Contractor must remove from the site any individual whose continued employment is deemed by the Procuring Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

5.5.5 No employee or representative of the Contractor will be admitted to the site of work until and unless they have satisfactorily met, the requirements outlined in NSWCPD Site Access Requirements.

5.5.6 All Contractor/subcontractor employees working under this contract must be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification must not be substituted for station required passes or badges.

5.5.7 All contractor personnel must carry photographic ID at all times while on site to present to security access personnel and government law enforcement officers.

5.6 FACILITY ACCESS DETERMINATION: A Facility Access Determination (FAD) will be completed on any contractor that does not have a favorable adjudicated investigation in JPAS and is requesting swipe/non-swipe access to buildings in excess of 120 days. Any contractor that has unfavorable information that has not been favorably adjudicated by Department of Defense Central Adjudication Facility (DOD CAF) will not be issued a badge.

5.7 SECURITY TRAINING. The contractor will have no need for and no access to Government computers or IT systems. PWS Section 5.7 provided for information only, or if needed in the future and approved by the Procuring Contracting officer as documented by a contract modification.

5.7.1 In accordance with the National Industrial Security Program Operating Manual (NISPOM) (37 CFR Part 117), Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site require an open investigation or favorable adjudicated Tier 3 by the Vetting Risk Operations Center (VROC). An interim clearance is granted by VROC and recorded in the Defense Information System for Security (DISS). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing

access to NSWCPD buildings. Furthermore, if the Navy Central Adjudication Facility, have made an unfavorable determination access will be denied. For Common Access Card (CAC) you must have an open investigation and/or a favorably adjudicated investigation. Interim security clearance are acceptable for a CAC. Access will be denied for anyone that has eligibility pending in DISS. Vetting through the National Crime Information Center, Sex Offender Registry, and the Terrorist screening database shall be process for a contractor that does not have a favorable adjudicated investigation.

5.7.2 Within 30 days after contract award, the contractor shall submit a list of all contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCPD sites to the appointed Contracting Officer Representative (COR) via email. The contractor shall provide each employee's first name, last name, contract number, the NSWCPD technical code, work location, whether or not the employee has a CAC and or Standard Access Control Badge (SACB), the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. Throughout the period of performance of the contract, the Contractor shall immediately provide any updated information to the COR when any Contractor personnel changes occur including substitutions or departures.

5.8 ON SITE WORK. Contractor personnel that require a badge to work on-site at one of the NSWCPD sites must provide an I-9 form to verify proof of citizenship. The I-9 form should be signed by the company Facility Security Officer or the company Human Resource Department. In addition to the I-9 form, Contractors shall also bring their birth certificate, current United States Passport or naturalization certificate and state issued ID to the NSWCPD Security Officer at the time of badge request to verify citizenship. Any contractor that has unfavorable information that has not been favorably adjudicated, by Department of Defense Central Adjudication Facility (DOD CAF) will not be issued a badge. Finally, contractors shall supply a copy of their OPSEC Training Certificate or other proof that the training has been completed. Additional security vetting and badging requirements and information are provided in PWS Sections 5.1 and 5.2 above.

5.8.1 In accordance with NSWCPD security protocol, contractor employees who hold dual citizenship will not be granted security clearance to our facilities.

5.9 OPERATIONS SECURITY (OPSEC)

5.9.1 The Contractor shall protect critical information associated with this contract to prevent unauthorized disclosure. The NSWC Philadelphia Division's (NSWCPD) Critical Information List (CIL)/ CIIL (Critical Indicators and information list) will be provided on site, if warranted. Performance under this contract requires the contractor to adhere to OPSEC requirements. The Contractor may not impose OPSEC requirements on its subcontractors unless NSWCPD approves the OPSEC requirements. During the period of this contract, the Contractor may be

exposed to, use, or produce, NSWCPD Critical Information (CI) and/or observables and indicators which may lead to discovery of CI. NSWCPD's CI will not be distributed to unauthorized third parties, including foreign governments, or companies under Foreign Ownership, Control, or Influence (FOCI) unless such FOCI has been appropriately mitigated through measures approved by the Defense Counterintelligence and Security Agency. Questions concerning these requirements shall be directed to the PCO.

5.9.2 CUI correspondence transmitted internally on the contractor's unclassified networks or information systems, and externally, shall be protected per NIST SP-800-171, Protecting Controlled Unclassified Information (CUI) in Non-federal Systems and Organizations. Assembled large components/systems being transported to and from testing areas, other production or government facilities (whether or not on public roadways) shall be in an enclosed van trailer or covered flatbed trailer. Component/System outside storage, staging, and test areas shall be shielded/obscured from public view wherever physically possible.

5.9.3 NSWCPD's CI shall not be publicized in corporate wide newsletters, trade magazines, displays, intranet pages or public facing websites. Media requests related to this project shall be directed to the PCO, and the COR who will forward the required to the NSWCPD Public Release Authority for review.

5.9.4 Any attempt by unauthorized third parties to solicit, obtain, photograph, or record, or; incidents of loss/compromise of government Classified or CI, Business Sensitive, Company Proprietary information related to this or other program must be immediately reported to the contractor's Facility Security Officer and Cognizant Security Office and/or the Naval Criminal Investigative Service, and the NSWCPD Security Division (Code 105).

5.10 RECEIPT, STORAGE, AND GENERATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) All Controlled Unclassified Information (CUI) associated with this contract must follow the minimum marking requirements of DoDI 5200.48, Section 3, paragraph 3.4.a, and include the acronym "CUI" in the banner and footer of the document. In accordance with DoDI 5200.48, CUI must be safeguarded to prevent Unauthorized Disclosure (UD). CUI export controlled technical information or other scientific, technical, and engineering information must be marked with an export control warning as directed in DoDI 5230.24, DoDD 5230.25, and Part 250 of Title 32, CFR. Nonfederal information systems storing and processing CUI shall be protected per NIST SP-800-171, or subsequent revisions. All transmissions to personal email accounts (AOL, Yahoo, Hotmail, Comcast, etc.) and posting on social media websites (Facebook, Instagram, Twitter, LinkedIn, etc.) are prohibited. Destroy CUI associated with this contract by any of the following approved methods: A cross-cut shredder; a certified commercial destruction vendor; a central destruction facility; incineration; chemical decomposition; pulverizing, disintegration; or methods approved for classified destruction.

6.0 PLACE OF PERFORMANCE

6.1 Performance will occur at the following Government Site: the Naval Surface Warfare Center Philadelphia Division (NSWCPD) occupied buildings of PWS Table 1 at the Philadelphia Naval Business Center (PNBC), also known as the Philadelphia Navy Yard. The specific locations will be provided at the time of award of the Contract. PWS Attachment 1, PNBC Site Map, provides a general overview of PNBC.

6.2. The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Officer Representative (COR) no later than three business days after the date of award. The work space provided to the Contractor personnel shall be identified by the Awardee, with appropriate signage listing the company name and individual Contractor employee name.

6.3 Access to Government buildings at Naval Surface Warfare Center Philadelphia Division (NSWCPD) is from 0800 to 1600 Monday through Friday, except Federal holidays. Normal work hours are from 0800 to 1600, Monday through Friday. Contractor employees shall be under Government oversight at all times. Government oversight requires that a Government employee be present in the same building/facility whenever Contractor employee(s) are performing work under this Contract. Contractor personnel are not allowed to access any Government buildings at NSWCPD outside the hours of 0800 to 1600 without the express approval of the Procuring Contracting Officer (PCO). PWS Section 5.0 above provides the security requirements for obtaining an identification badge and building access.

7.0 TRAVEL – Not applicable.

8.0 GOVERNMENT FURNISHED PROPERTY – Not applicable.

9.0 GOVERNMENT FURNISHED INFORMATION – Not applicable.

10.0 PURCHASES – Not applicable.

11.0 COUNTERFEIT MATERIAL PREVENTION – Not applicable.

12.0 PERSONNEL – Not applicable.

13.0 NSWCPD ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (ECRAFT) SYSTEM – Not applicable. Contractor must submit electronic invoices for payment using the Wide Area Work Flow (WAWF) system.

14.0 SPECIAL REQUIREMENTS – Not applicable.

*** * *END OF PERFORMANCE WORK STATEMENT* * ***

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
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
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-22	Alternative Line Item Proposal	JAN 2017
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
52.204-26	Covered Telecommunications Equipment or Services--Representation.	OCT 2020
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-28	Post-Award Small Business Program Rerepresentation	MAR 2023
52.222-3	Convict Labor	JUN 2003
52.222-19 (Dev)	Child Labor - Cooperation with Authorities and Remedies (DEVIATION 2020-O0019)	DEC 2022
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020

52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-52	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification	MAY 2014
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
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
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.215-7008	Only One Offer	DEC 2022
252.215-7010 (Dev)	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 2023-O0004)	JAN 2023
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors	JAN 2023
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.204-20 Predecessor of Offeror (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

(Do not use a "doing business as" name).

(End of provision)

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

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

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

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

(1) The solicitation number;

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

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

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

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

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Reserved.

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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

(a) The Government will award a contract resulting from this solicitation to the responsible contractor 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:

Past Performance - For evaluation of Past Performance, the Government may use information from any sources available to it including, but not limited to, the Federal Awardee Performance and Integrity Information System (FAPIS), (available at www.ppirs.gov) including FAPIS information from the System for Award Management (SAM) Exclusions and the Past Performance Information Retrieval System (PPIRS). Interviews with Program Managers, Contracting Officers, and/or CORs may be utilized. The Government may review other relevant past performance information from other sources or conduct questionnaires. To obtain information, the Government may contact the points of contact (if provided), however, the Government is not required to do so. The Government may contact references other than those provided by the Contractor to evaluate past performance.

NOTE: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the contractor shall be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered "acceptable."

Rating	Description
Acceptable	Based on the contractor's performance record, the Government has a reasonable expectation that the contractor will successfully perform the required effort, or the contractor's performance record is unknown.
Unacceptable	Based on the contractor's performance record, the Government does not have a reasonable expectation that the contractor will be able to successfully perform the required effort.

Price - A contractor's total price shall be the sum of all CLINs

All factors, with exception of price, will be evaluated on an acceptable/unacceptable basis. If any factor is rated "unacceptable," the offeror shall be excluded from consideration for award.

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

(c) Basis of Award. The Government intends to award a single contract to the responsible contractor taking no exceptions to the solicitation, having the lowest price, with acceptable ratings for all other factors.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"--

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

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

"Small disadvantaged business concern, consistent with 13 CFR 124.1002", means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a small business concern; or

(ii) It [____] is, [____] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____]

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a service-disabled veteran-owned small business concern; or

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [____] is, [____] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [____] is, [____] is not a women-owned small business concern.

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [☐] is, [☐] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [☐] is, [☐] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (☐) has, (☐) has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and

(ii) It (☐) has, (☐) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (☐) has developed and has on file, (☐) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (☐) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
—	—	—
—	—	—
—	—	—

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
—
—
—

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No.

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No.

[List as necessary]

(3) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [___] Are, [___] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [___] Have, [___] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [___] Are, [___] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [___] Have, [___] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) Listed end products.

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[☐] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (☐) does (☐) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[☐] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (☐) does (☐) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(☐) TIN: -----.

(☐) TIN has been applied for.

(☐) TIN is not required because:

(☐) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(☐) Offeror is an agency or instrumentality of a foreign government;

(☐) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(☐) Sole proprietorship;

(___) Partnership;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

(___) Government entity (Federal, State, or local);

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other -----.

(5) Common parent.

(___) Offeror is not owned or controlled by a common parent;

(___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [☐] has or [☐] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[☐] Yes or [☐] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:

Highest level owner legal name:

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____ .

(Do not use a "doing business as" name).

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: ____ .

(u)(1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) 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".

(2) The Offeror represents that--

(i) It [____] does, [____] 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.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [____] does, [____] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

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)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Labor Category / SCLS Labor Category	Grade / Wage
Fire Extinguisher Repairer / 23310	WG 06 / 25.22

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

David Rhoads; david.a.rhoads8@us.navy.mil
Contracting Officer
5001 S. Broad St.
Philadelphia, PA 19112

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

(End of provision)

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

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

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)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

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

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

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

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N64500
Issue By DoDAAC	N64498
Admin DoDAAC**	N64498
Inspect By DoDAAC	N64498
Ship To Code	N64498
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____

DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

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

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

(g) WAWF point of contact.

(1) WAWF Acceptor:

Mark LaGatta; mark.d.lagatta.civ@us.navy.mil

(2) The contractor may obtain clarification regarding invoicing in WAWF from the following WAWF point of contact:

Kimberly Villano; kimberly.villano@navy.mil 215-897-2433

GAM Mailbox; NSWCPD_WAWF_GAM@navy.mil

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

(End of clause)

C-202-H001 ADDITIONAL DEFINITIONS–BASIC (NAVSEA) (OCT 2018)

(a) Department - means the Department of the Navy.

(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(End of text)

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA)
(OCT 2018)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of text)

C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

None

(End of text)

C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of text)

C-233-H001 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT--BASIC (NAVSEA) (OCT 2018)

(a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of each element of disruption and exactly how work has been, or will be disrupted:

(i) The calendar period of time during which disruption occurred, or will occur;

(ii) Area(s) aboard the vessel where disruption occurred, or will occur;

(iii) Trade(s) disrupted, with a breakdown of manhours for each trade;

(iv) Scheduling of trades before, during, and after period of disruption;

(v) Description of measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross-referenced to the detailed information provided as required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

(End of text)

C-247-H001 PERMITS AND RESPONSIBILITIES (NAVSEA) (DEC 2018)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

(End of text)

D-211-H002 MARKING OF REPORTS (NAVSEA) (OCT 2018)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business address of the Contractor

(2) contract number

(3) sponsor:

TBD

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

(End of text)

D-211-H004 IDENTIFICATION MARKING OF PARTS--BASIC (NAVSEA) (OCT 2018)

For all parts not subject to the marking requirements in DFARS 252.211-7003 – Item Unique Identification and Valuation, marking shall be accomplished in accordance with the following:

(1) Parts shall be marked in accordance with generally accepted commercial practice.

(2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

(End of text)

D-247-W001 PROHIBITED PACKING MATERIALS (NAVSEA) (OCT 2018)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

(End of text)

F-247-H001 DELIVERY OF DATA (NAVSEA) (OCT 2018)

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

(End of Text)

G-232-H002 PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (JUN 2018)

- (a) The following table of payment office allocation methods applies to the extent indicated.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions—Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

(b) This procurement contains the following contract type(s):

FFP – Firm Fixed Price

(End of text)

G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the sub line item number (SLIN) or CLIN level, rather than at the total contract/TO level, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by technical instruction (TI), SLIN, or CLIN level. For other than firm fixed price subcontracts, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

(End of text)

G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2018)

(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

- (i) The Procuring Contracting Officer (PCO) is:
David Rhoads
5001 S. Broad Street

Philadelphia, PA 19112
David.a.rhoads8.civ@us.navy.mil
215-880-8424

(ii) The Contract Specialist is:

Michael Hunter
5001 S. Broad Street
Philadelphia, PA 19112
Michael.j.hunter86.civ@us.navy.mil
445-232-3324

(iii) The Administrative Contracting Officer (ACO) is:

Name: [*]
Address:
[*Street]
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx];
E-mail: [*]

(d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:

Name: [*]
Address:
[*Street]
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx]; FAX: (Area Code) xxx- [xxxx]
E-mail: [*]

(e) The Technical Point of Contact (TPOC) is the contracting officer's representative for technical matters when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) if specified in the contract as well as the inspection and acceptance of all contract deliverables.

The Technical Point of Contact (TPOC) is:

Name: [*]
Address: [*Street]
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx]; FAX: (Area Code) xxx- [xxxx]
E-mail: [*]

(f) The Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

The Ombudsman is:

Gerald Furey

5001 S. Broad Street
 Philadelphia, PA 19112
 gerald.f.furey.civ@us.navy.mil
 215-897-1348

(i) The Authorized Ordering Person(s) for Per-Call Maintenance is responsible for issuing and maintaining records for any per-call orders for remedial maintenance placed under this contract. No per-call order shall be placed outside the scope of this contract and the cumulative total of all orders shall not be in excess of any not-to-exceed amount specified in the contract. Per-call orders shall not, in any way, modify any terms and conditions of the contract.

(j) The Authorized Ordering Person(s) for Per-Call Maintenance is:

Name: [*]
 Address:
 [*Street]
 [*City, State, Zip]
 Phone: (Area Code) xxx- [xxxx];
 E-mail: [*]

(k) The Contractor's point of contact for performance under this contract is:

Name: [*]
 Title: [*]
 Address:
 [*Street]
 [*City, State, Zip]
 Phone: (Area Code) xxx- [xxxx]; FAX: (Area Code) xxx- [xxxx]
 E-mail: [*]

[*] To be completed at contract award

(End of text)

G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (JUL 2021)

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the NSWCPD. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.

(b) The federal Government observes public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link:

<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>.

(c) Delayed Opening, Early Dismissal and Closure of Government Facilities. When a Government facility has a delayed opening, is closed or Federal employees are dismissed early (due to severe weather, security threat, security

exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal, delayed opening, or during periods of inclement weather, onsite contractors should monitor the OPM website as well as radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

(d) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and the company's established policy and procedures. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy and procedures.

(e) If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.

(End of text)

G-242-W001 CONTRACT ADMINISTRATION FUNCTIONS (NAVSEA) (OCT 2018)

(a) In accordance with FAR 42.302(a) all functions listed are delegated to the ACO except the following items to be retained by the PCO:

ALL

(b) In accordance with FAR 42.302(b), the following additional functions are delegated to the ACO:

NONE

(End of text)

L-204-H003 NOTIFICATION OF USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2019)

(a) NAVSEA may use a contractor to manage official contract files hereinafter referred to as "the support contractor", including the official file supporting this procurement. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation,

hereinafter referred to as “protected information”. File management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file management services are acquired will contain a requirement that

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the offeror may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed Protected Information, for the unauthorized duplication, release, or disclosure of such Protected Information.

(c) Submission of a proposal will be considered as consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file management support contractor for the limited purpose of executing its file support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Offerors are free to enter into separate non-disclosure agreements with the file support contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the files or otherwise encumber the government.

(End of provision)

L-209-H009 NOTIFICATION OF POTENTIAL ORGANIZATIONAL OR PERSONAL CONFLICT(S) OF INTEREST (NAVSEA) (APR 2022)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, either as a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to NSWCPD, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all-inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (OCI) or similar requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an OCI or similar requirement in current or completed contract(s), the Offeror shall comply with FAR subpart 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI or similar requirement.

(b) Offerors also are reminded that certain potential conflicts of interest may arise where an Offeror has unequal access to nonpublic information about a competitor that may provide the Offeror with an unfair competitive

advantage and preclude, restrict or limit participation, in whole or in part, either of the individual, subcontractor or prime contractor under this competitive procurement. For example, a potential conflict may arise if former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror may have gained access to nonpublic information about a competitor through participation in previous or ongoing performance or during the solicitation development/source selection process associated with this competitive procurement, and then participates in the formation of the Offeror's proposal. Other potential conflicts of interest may arise where either the former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror under this competitive procurement set the ground rules for competition; for example, by drafting specifications or assisting in the drafting of the statement of work. General guidance may be found in FAR 3.101 and 9.505; however, this guidance is not all-inclusive.

(c) If an Offeror identifies a potential conflict of interest that exists at any tier, that Offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract or previous source selection's solicitation number and name and phone number of the Contracting Officer for the contract which gives rise to a potential conflict of interest; (2) a copy of the requirement; (3) the statement of work and technical instruction from the existing contract, as applicable; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; (5) a brief description of the individual's, subcontractor's, or teaming partner's unequal access to nonpublic information about a competitor, which may lead to a conflict of interest in the formation of the Offeror's proposal, or establishment of ground rules for this competitive procurement, as applicable; (6) an OCI mitigation plan, as applicable; and (7) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the Offeror. The requirement to identify potential conflicts of interest as outlined herein continues until contract award. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(d) The Government will notify an Offeror of any conflict of interest within 14 days of receipt of all required information. Those Offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The Offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk regardless of whether the Government determines a personal or organizational conflict of interest does or does not exist.

(e) Any potential prime contractor which proposes an individual, subcontractor, or teaming partner later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible individual, subcontractor or teaming partner. The Government reserves the right to determine which Offerors remain in the competitive range through the normal source selection process.

(f) If the Offeror determines that a potential organizational and/or personal conflict of interest does not exist at any tier, the Offeror shall include a statement to that effect in its response to this solicitation.

(End of provision)

(a) The Offeror shall complete the “Price Group” (Block 17) and “Estimated Total Price” (Block 18) of each data item on the Contract Data Requirements List (CDRL) of this solicitation using the following instructions:

(1) Block 17. Use the specified price group defined below in developing estimated prices for each data item on the DD Form 1423:

(a) Group I. Definition – Data which is not otherwise essential to the offeror’s performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

(i) Estimated Price – Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

(b) Group II. Definition – Data which is essential to the performance of the primary contracted effort but the offeror is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

(i) Estimated Price – Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

(c) Group III. Definition – Data which the offeror must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

(i) Estimated Price – Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data items to the Government.

(d) Group IV. Definition – Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

(i) Estimated Price – Group IV items should normally be shown on the DD Form 1423 at no cost.

(2) Block 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. The estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The entry “N/C” for “no charge” will be acceptable. The estimated price shall not include any amount for rights in data. The Government’s rights to use the data shall be governed by the pertinent provisions of the contract.

(End of provision)

L-215-H007 SUBMISSION OF QUESTIONS BY OFFERORS — ALTERNATE I (NAVSEA) (NOV 2021)

(a) Offerors may submit questions or request clarification of any aspect of this solicitation. It is the Offeror’s responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the SOW or PWS (as applicable) and other solicitation documents attached hereto or incorporated by reference. Each question should identify solicitation

number, document, page number, paragraph number or other identifier relating to the question. Questions without this information may not be answered. Acknowledgment of questions received will not be made.

(b) The deadline for receipt of questions is 10 days after issuance of solicitation. Although every effort will be made, the Government makes no guarantee that questions received after the date above will be answered.

(c) All questions shall be submitted via email to the point of contact listed for this solicitation. Responses will be posted to the SAM web page at <https://www.SAM.gov>.

(End of provision)

M-215-H004 BASIS OF AWARD (NAVSEA) (DEC 2018)

ALL UNITS OF ALL ITEMS WILL BE AWARDED TO ONE OFFEROR. OFFERS, THEREFORE, MUST BE ON THE BASIS OF FURNISHING ALL UNITS OF ALL ITEMS TO THE SPECIFICATION(S) DETAILED IN THIS SOLICITATION.

(End of provision)

M-247-H001 F.O.B. EVALUATION CRITERIA (NAVSEA) (DEC 2018)

OFFERS SUBMITTED ON AN F.O.B. BASIS OTHER THAN THAT SPECIFIED IN SECTION F SHALL BE REJECTED AS UNACCEPTABLE.

(End of provision)

SCA WAGE DETERMINATION

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms		Wage Determination No.: 2015-4233
Director		Revision No.: 27
Division of Wage Determinations		Date Of Last Revision: 06/30/2023

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

|If the contract is entered into on or |Executive Order 14026 generally applies to |

after January 30, 2022, or the	the contract.	
contract is renewed or extended (e.g.,	The contractor must pay all covered workers	
an option is exercised) on or after	at least \$16.20 per hour (or the applicable	
January 30, 2022:	wage rate listed on this wage determination,	
	if it is higher) for all hours spent	
	performing on the contract in 2023.	
If the contract was awarded on or	Executive Order 13658 generally applies to	
between January 1, 2015 and January 29,	the contract.	
2022, and the contract is not renewed	The contractor must pay all covered workers	
or extended on or after January 30,	at least \$12.15 per hour (or the applicable	
2022:	wage rate listed on this wage determination,	
	if it is higher) for all hours spent	
	performing on the contract in 2023.	

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

State: Pennsylvania

Area: Pennsylvania Counties of Delaware, Philadelphia

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.36
01012 - Accounting Clerk II		20.62
01013 - Accounting Clerk III		23.06
01020 - Administrative Assistant		32.88
01035 - Court Reporter		31.85
01041 - Customer Service Representative I	15.60***	
01042 - Customer Service Representative II		17.02
01043 - Customer Service Representative III		19.12
01051 - Data Entry Operator I		16.99
01052 - Data Entry Operator II		18.54
01060 - Dispatcher, Motor Vehicle		22.38
01070 - Document Preparation Clerk		18.16
01090 - Duplicating Machine Operator		18.16
01111 - General Clerk I		16.32
01112 - General Clerk II		17.81
01113 - General Clerk III		20.00
01120 - Housing Referral Assistant		24.11
01141 - Messenger Courier		16.61
01191 - Order Clerk I		16.53
01192 - Order Clerk II		18.03
01261 - Personnel Assistant (Employment) I		19.08
01262 - Personnel Assistant (Employment) II		21.34
01263 - Personnel Assistant (Employment) III		23.79
01270 - Production Control Clerk		25.02
01290 - Rental Clerk		17.19
01300 - Scheduler, Maintenance		19.30
01311 - Secretary I		19.30

01312 - Secretary II	21.84
01313 - Secretary III	24.11
01320 - Service Order Dispatcher	20.01
01410 - Supply Technician	32.88
01420 - Survey Worker	20.37
01460 - Switchboard Operator/Receptionist	16.88
01531 - Travel Clerk I	19.82
01532 - Travel Clerk II	20.94
01533 - Travel Clerk III	22.51
01611 - Word Processor I	16.65
01612 - Word Processor II	18.70
01613 - Word Processor III	20.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.93
05010 - Automotive Electrician	23.45
05040 - Automotive Glass Installer	22.46
05070 - Automotive Worker	22.46
05110 - Mobile Equipment Servicer	20.39
05130 - Motor Equipment Metal Mechanic	24.35
05160 - Motor Equipment Metal Worker	22.46
05190 - Motor Vehicle Mechanic	24.35
05220 - Motor Vehicle Mechanic Helper	19.20
05250 - Motor Vehicle Upholstery Worker	21.49
05280 - Motor Vehicle Wrecker	22.46
05310 - Painter, Automotive	23.45
05340 - Radiator Repair Specialist	22.46
05370 - Tire Repairer	16.38
05400 - Transmission Repair Specialist	24.35
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.21
07041 - Cook I	18.07
07042 - Cook II	19.90
07070 - Dishwasher	13.69***
07130 - Food Service Worker	14.02***
07210 - Meat Cutter	21.72
07260 - Waiter/Waitress	13.78***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.94
09040 - Furniture Handler	17.39
09080 - Furniture Refinisher	22.85
09090 - Furniture Refinisher Helper	19.50
09110 - Furniture Repairer, Minor	21.21
09130 - Upholsterer	19.43
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.82***
11060 - Elevator Operator	14.82***
11090 - Gardener	21.72
11122 - Housekeeping Aide	16.12***
11150 - Janitor	16.12***
11210 - Laborer, Grounds Maintenance	17.76
11240 - Maid or Houseman	14.90***
11260 - Pruner	16.39
11270 - Tractor Operator	20.45
11330 - Trail Maintenance Worker	17.76
11360 - Window Cleaner	17.46
12000 - Health Occupations	
12010 - Ambulance Driver	19.23

12011 - Breath Alcohol Technician	25.89
12012 - Certified Occupational Therapist Assistant	30.15
12015 - Certified Physical Therapist Assistant	29.87
12020 - Dental Assistant	22.43
12025 - Dental Hygienist	40.58
12030 - EKG Technician	30.31
12035 - Electroneurodiagnostic Technologist	30.31
12040 - Emergency Medical Technician	19.23
12071 - Licensed Practical Nurse I	23.15
12072 - Licensed Practical Nurse II	25.89
12073 - Licensed Practical Nurse III	28.86
12100 - Medical Assistant	19.01
12130 - Medical Laboratory Technician	29.64
12160 - Medical Record Clerk	21.15
12190 - Medical Record Technician	23.65
12195 - Medical Transcriptionist	21.18
12210 - Nuclear Medicine Technologist	43.40
12221 - Nursing Assistant I	13.28***
12222 - Nursing Assistant II	14.92***
12223 - Nursing Assistant III	16.28
12224 - Nursing Assistant IV	18.29
12235 - Optical Dispenser	21.62
12236 - Optical Technician	19.88
12250 - Pharmacy Technician	17.88
12280 - Phlebotomist	20.49
12305 - Radiologic Technologist	35.33
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	33.65
12313 - Registered Nurse II, Specialist	33.65
12314 - Registered Nurse III	40.71
12315 - Registered Nurse III, Anesthetist	40.71
12316 - Registered Nurse IV	48.80
12317 - Scheduler (Drug and Alcohol Testing)	32.08
12320 - Substance Abuse Treatment Counselor	23.95
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.93
13012 - Exhibits Specialist II	28.77
13013 - Exhibits Specialist III	35.16
13041 - Illustrator I	22.94
13042 - Illustrator II	30.61
13043 - Illustrator III	37.43
13047 - Librarian	31.00
13050 - Library Aide/Clerk	16.83
13054 - Library Information Technology Systems Administrator	27.98
13058 - Library Technician	20.96
13061 - Media Specialist I	20.06
13062 - Media Specialist II	22.44
13063 - Media Specialist III	25.02
13071 - Photographer I	19.31
13072 - Photographer II	21.62
13073 - Photographer III	26.78
13074 - Photographer IV	32.76
13075 - Photographer V	39.63
13090 - Technical Order Library Clerk	17.72
13110 - Video Teleconference Technician	24.94
14000 - Information Technology Occupations	

14041 - Computer Operator I	22.39
14042 - Computer Operator II	25.05
14043 - Computer Operator III	27.91
14044 - Computer Operator IV	31.02
14045 - Computer Operator V	34.35
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	22.39
14160 - Personal Computer Support Technician	31.02
14170 - System Support Specialist	35.82
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.89
15020 - Aircrew Training Devices Instructor (Rated)	41.01
15030 - Air Crew Training Devices Instructor (Pilot)	49.16
15050 - Computer Based Training Specialist / Instructor	33.89
15060 - Educational Technologist	35.94
15070 - Flight Instructor (Pilot)	49.16
15080 - Graphic Artist	29.40
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	49.16
15086 - Maintenance Test Pilot, Rotary Wing	49.16
15088 - Non-Maintenance Test/Co-Pilot	49.16
15090 - Technical Instructor	27.58
15095 - Technical Instructor/Course Developer	33.72
15110 - Test Proctor	22.25
15120 - Tutor	22.25
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	15.46***
16030 - Counter Attendant	15.46***
16040 - Dry Cleaner	17.68
16070 - Finisher, Flatwork, Machine	15.46***
16090 - Presser, Hand	15.46***
16110 - Presser, Machine, Drycleaning	15.46***
16130 - Presser, Machine, Shirts	15.46***
16160 - Presser, Machine, Wearing Apparel, Laundry	15.46***
16190 - Sewing Machine Operator	18.42
16220 - Tailor	19.16
16250 - Washer, Machine	16.20
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.94
19040 - Tool And Die Maker	30.94
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	21.57
21030 - Material Coordinator	25.02
21040 - Material Expediter	25.02
21050 - Material Handling Laborer	18.00
21071 - Order Filler	16.23
21080 - Production Line Worker (Food Processing)	21.57
21110 - Shipping Packer	19.10
21130 - Shipping/Receiving Clerk	19.10
21140 - Store Worker I	18.11
21150 - Stock Clerk	22.98
21210 - Tools And Parts Attendant	21.57

21410 - Warehouse Specialist	21.57
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	38.46
23019 - Aircraft Logs and Records Technician	32.63
23021 - Aircraft Mechanic I	36.98
23022 - Aircraft Mechanic II	38.46
23023 - Aircraft Mechanic III	39.83
23040 - Aircraft Mechanic Helper	29.16
23050 - Aircraft, Painter	35.61
23060 - Aircraft Servicer	32.63
23070 - Aircraft Survival Flight Equipment Technician	35.61
23080 - Aircraft Worker	34.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	34.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	36.98
23110 - Appliance Mechanic	22.77
23120 - Bicycle Repairer	18.13
23125 - Cable Splicer	50.26
23130 - Carpenter, Maintenance	28.93
23140 - Carpet Layer	27.91
23160 - Electrician, Maintenance	34.72
23181 - Electronics Technician Maintenance I	30.05
23182 - Electronics Technician Maintenance II	31.37
23183 - Electronics Technician Maintenance III	32.58
23260 - Fabric Worker	28.25
23290 - Fire Alarm System Mechanic	28.24
23310 - Fire Extinguisher Repairer	26.81
23311 - Fuel Distribution System Mechanic	36.26
23312 - Fuel Distribution System Operator	31.00
23370 - General Maintenance Worker	22.43
23380 - Ground Support Equipment Mechanic	36.98
23381 - Ground Support Equipment Servicer	32.63
23382 - Ground Support Equipment Worker	34.11
23391 - Gunsmith I	26.81
23392 - Gunsmith II	29.53
23393 - Gunsmith III	32.02
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.73
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	29.88
23430 - Heavy Equipment Mechanic	29.65
23440 - Heavy Equipment Operator	30.61
23460 - Instrument Mechanic	33.77
23465 - Laboratory/Shelter Mechanic	30.83
23470 - Laborer	18.00
23510 - Locksmith	32.33
23530 - Machinery Maintenance Mechanic	30.21
23550 - Machinist, Maintenance	27.78
23580 - Maintenance Trades Helper	18.52
23591 - Metrology Technician I	33.77
23592 - Metrology Technician II	35.09
23593 - Metrology Technician III	36.20
23640 - Millwright	30.78
23710 - Office Appliance Repairer	23.64
23760 - Painter, Maintenance	24.82
23790 - Pipefitter, Maintenance	31.73

23810 - Plumber, Maintenance	30.55
23820 - Pneudraulic Systems Mechanic	32.02
23850 - Rigger	28.78
23870 - Scale Mechanic	29.53
23890 - Sheet-Metal Worker, Maintenance	35.57
23910 - Small Engine Mechanic	22.28
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.15
23950 - Telephone Lineman	42.83
23960 - Welder, Combination, Maintenance	24.14
23965 - Well Driller	29.52
23970 - Woodcraft Worker	32.02
23980 - Woodworker	26.81
24000 - Personal Needs Occupations	
24550 - Case Manager	19.76
24570 - Child Care Attendant	13.91***
24580 - Child Care Center Clerk	17.34
24610 - Chore Aide	13.98***
24620 - Family Readiness And Support Services Coordinator	19.76
24630 - Homemaker	19.76
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	34.56
25040 - Sewage Plant Operator	31.39
25070 - Stationary Engineer	34.56
25190 - Ventilation Equipment Tender	27.25
25210 - Water Treatment Plant Operator	31.39
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.94
27007 - Baggage Inspector	15.32***
27008 - Corrections Officer	24.60
27010 - Court Security Officer	30.46
27030 - Detection Dog Handler	18.81
27040 - Detention Officer	24.60
27070 - Firefighter	36.58
27101 - Guard I	15.32***
27102 - Guard II	18.81
27131 - Police Officer I	33.90
27132 - Police Officer II	37.69
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.86***
28042 - Carnival Equipment Repairer	16.85
28043 - Carnival Worker	12.77***
28210 - Gate Attendant/Gate Tender	18.43
28310 - Lifeguard	12.78***
28350 - Park Attendant (Aide)	20.61
28510 - Recreation Aide/Health Facility Attendant	15.04***
28515 - Recreation Specialist	25.55
28630 - Sports Official	16.41
28690 - Swimming Pool Operator	18.95
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.20
29020 - Hatch Tender	30.20
29030 - Line Handler	30.20
29041 - Stevedore I	28.90
29042 - Stevedore II	31.53
30000 - Technical Occupations	

30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	47.25
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	32.58
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	35.88
30021 - Archeological Technician I	20.33
30022 - Archeological Technician II	22.75
30023 - Archeological Technician III	28.18
30030 - Cartographic Technician	28.27
30040 - Civil Engineering Technician	28.67
30051 - Cryogenic Technician I	29.88
30052 - Cryogenic Technician II	33.01
30061 - Drafter/CAD Operator I	20.33
30062 - Drafter/CAD Operator II	22.75
30063 - Drafter/CAD Operator III	25.36
30064 - Drafter/CAD Operator IV	31.21
30081 - Engineering Technician I	19.11
30082 - Engineering Technician II	21.46
30083 - Engineering Technician III	24.00
30084 - Engineering Technician IV	29.75
30085 - Engineering Technician V	36.38
30086 - Engineering Technician VI	44.01
30090 - Environmental Technician	27.59
30095 - Evidence Control Specialist	26.98
30210 - Laboratory Technician	29.85
30221 - Latent Fingerprint Technician I	27.28
30222 - Latent Fingerprint Technician II	30.14
30240 - Mathematical Technician	31.00
30361 - Paralegal/Legal Assistant I	21.69
30362 - Paralegal/Legal Assistant II	26.86
30363 - Paralegal/Legal Assistant III	32.86
30364 - Paralegal/Legal Assistant IV	39.75
30375 - Petroleum Supply Specialist	33.01
30390 - Photo-Optics Technician	28.18
30395 - Radiation Control Technician	33.01
30461 - Technical Writer I	27.52
30462 - Technical Writer II	33.68
30463 - Technical Writer III	40.74
30491 - Unexploded Ordnance (UXO) Technician I	30.03
30492 - Unexploded Ordnance (UXO) Technician II	36.34
30493 - Unexploded Ordnance (UXO) Technician III	43.55
30494 - Unexploded (UXO) Safety Escort	30.03
30495 - Unexploded (UXO) Sweep Personnel	30.03
30501 - Weather Forecaster I	30.11
30502 - Weather Forecaster II	36.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	25.36
30621 - Weather Observer, Senior (see 2)	28.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	36.34
31020 - Bus Aide	20.85
31030 - Bus Driver	26.87
31043 - Driver Courier	19.94
31260 - Parking and Lot Attendant	14.26***
31290 - Shuttle Bus Driver	19.00
31310 - Taxi Driver	15.48***
31361 - Truckdriver, Light	21.14
31362 - Truckdriver, Medium	22.28
31363 - Truckdriver, Heavy	26.57

31364 - Truckdriver, Tractor-Trailer	26.57
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.72
99030 - Cashier	13.10***
99050 - Desk Clerk	14.35***
99095 - Embalmer	34.20
99130 - Flight Follower	30.03
99251 - Laboratory Animal Caretaker I	15.94***
99252 - Laboratory Animal Caretaker II	16.93
99260 - Marketing Analyst	35.04
99310 - Mortician	34.20
99410 - Pest Controller	20.14
99510 - Photofinishing Worker	18.64
99710 - Recycling Laborer	22.43
99711 - Recycling Specialist	25.84
99730 - Refuse Collector	20.71
99810 - Sales Clerk	14.20***
99820 - School Crossing Guard	16.64
99830 - Survey Party Chief	27.80
99831 - Surveying Aide	16.49
99832 - Surveying Technician	24.37
99840 - Vending Machine Attendant	18.04
99841 - Vending Machine Repairer	21.10
99842 - Vending Machine Repairer Helper	18.04

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per

week, or \$792.13 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not

apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."