

<b>REQUEST FOR QUOTATIONS</b> <b>(THIS IS NOT AN ORDER)</b>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE      OF PAGES 1              44	
1. REQUEST NO. N0017423Q0027	2. DATE ISSUED 15-Feb-2023	3. REQUISITION/PURCHASE REQUEST NO. N0017423SIMACQMI0084	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY IH SAP NAVSEA, NSWC INDIAN HEAD 101 STRAUSS AVE INDIAN HEAD MD 20640-5035			6. DELIVER BY (Date) <b>SEE SCHEDULE</b>		
			7. DELIVERY <input checked="" type="checkbox"/> FOB <input type="checkbox"/> OTHER DESTINATION                      (See Schedule)		
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) FRANCINE L KEYS                      301-744-6687					
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) NSWC IHD RECEIVING 4522 MCMAHAN ROAD B116 INDIAN HEAD MD 20640-5125 TEL: 301-744-4221 FAX:		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 02-Mar-2023					
<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
11. SCHEDULE (Include applicable Federal, State, and local taxes)					
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE					
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No.      %
<b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>					
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	834AS101 MANIFOLD FFP FOB: Destination PURCHASE REQUEST NUMBER: N0017423SIMACQMI0084 ADDITIONAL MARKINGS: ATTN: Michael Dickinson/Axel Maldonado PSC CD: 5342	225	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	834AS106 OUTLET ASSEMBLY (FAT) FFP FOB: Destination PURCHASE REQUEST NUMBER: N0017423SIMACQMI0084 ADDITIONAL MARKINGS: ATTN: Michael Dickinson/Axel Maldonado PSC CD: 5342	400	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	834AS106 OUTLET ASSEMBLY FFP FOB: Destination PURCHASE REQUEST NUMBER: N0017423SIMACQMI0084 ADDITIONAL MARKINGS: ATTN: Michael Dickinson/Axel Maldonado PSC CD: 5342	400	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	834AS110-2 FILTER (FAT) FFP FOB: Destination PURCHASE REQUEST NUMBER: N0017423SIMACQMI0084 ADDITIONAL MARKINGS: ATTN: Michael Dickinson/Axel Maldonado PSC CD: 5342	225	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	834AS110-2 FILTER FFP FOB: Destination PURCHASE REQUEST NUMBER: N0017423SIMACQMI0084 ADDITIONAL MARKINGS: ATTN: Michael Dickinson/Axel Maldonado PSC CD: 5342	225	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	834113 SHEAR PIN (FAT) FFP FOB: Destination PURCHASE REQUEST NUMBER: N0017423SIMACQMI0084 ADDITIONAL MARKINGS: ATTN: Michael Dickinson/Axel Maldonado PSC CD: 5342	20	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	834AS113 SHEAR PIN FFP FOB: Destination PURCHASE REQUEST NUMBER: N0017423SIMACQMI0084 ADDITIONAL MARKINGS: ATTN: Michael Dickinson/Axel Maldonado PSC CD: 5342	300	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	834A114 FIRING PIN (FAT) FFP FOB: Destination PURCHASE REQUEST NUMBER: N0017423SIMACQMI0084 ADDITIONAL MARKINGS: ATTN: Michael Dickinson/Axel Maldonado PSC CD: 5342	150	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	834AS114 FIRING PIN FFP FOB: Destination PURCHASE REQUEST NUMBER: N0017423SIMACQMI0084 ADDITIONAL MARKINGS: ATTN: Michael Dickinson/Axel Maldonado PSC CD: 5342	150	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	834A115 FIRING PIN HOUSING (FAT) FFP FOB: Destination PURCHASE REQUEST NUMBER: N0017423SIMACQMI0084 ADDITIONAL MARKINGS: ATTN: Michael Dickinson/Axel Maldonado PSC CD: 5342	150	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	834A115 FIRING PIN HOUSING FFP FOB: Destination PURCHASE REQUEST NUMBER: N0017423SIMACQMI0084 ADDITIONAL MARKINGS: ATTN: Michael Dickinson/Axel Maldonado PSC CD: 5342	225	Each		

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NET AMT

## Section C - Descriptions and Specifications

STATEMENT OF WORK**MANUFACTURING OF HARDWARE USING NSWC IHD DRAWINGS  
PERFORMANCE WORK STATEMENT****1.0 Scope of Work**

The requirements in this document contain the information necessary to manufacture hardware for assembly in fleet-deliverable Aviation Critical Safety Items (ACSIIs) at Naval Surface Warfare Center Indian Head Division (NSWC IHD).

**2.0 Applicable Documents**

JAU-13 - CDRL\_A001\_Inspection  
 JAU-13 - CDRL\_A002\_CoC  
 JAU-13 - CDRL\_A003\_CoC  
 5185084 Rev A - Shear Test Fixture  
 834AS101 Rev D - Manifold  
 834AS101 Rev D – Manifold Form 16  
 834AS101 Form 43  
 834AS106 Rev D – Outlet Assembly  
 834AS106 Rev D – Outlet Assembly Form 16  
 834AS106 Form 43  
 834AS110 Rev D – Filter  
 834AS110 Rev D – Filter Form 16  
 834AS110 Form 43  
 834AS113 Rev D - Pin, Shear  
 834AS113 Form 43  
 834AS114 Rev E – Pin, Firing  
 834AS114 Rev E – Pin, Firing Form 16  
 834AS114 Form 43  
 834AS115 Rev D – Housing, Firing Pin  
 834AS115 Rev D – Housing, Firing Pin Form 16  
 834AS115 Form 43  
 ASTM B221-14  
 ASTM B211-12  
 MIL-DTL-5541 REV F  
 SAE AMS 5640 REV V  
 SAE AMS 5643 REV W  
 SAE AMS 2700 REV F  
 ASTM D5363-16  
 ASTM E1417/E1417M-21  
 ASME Y14.5-2009  
 ASME Y14.100-2013

**2.1 General Specifications****American National Standards Institute (ANSI)/American Society for Quality (ASQ)  
Standards:**

ANSI/ASQ Z1.4                      Sampling Procedures and Tables for Inspection by Attributes



**Code of Federal Regulations (CFR):**

22 CFR 121	The United States Munitions List
22 CFR 122	Registration of Manufacturers and Exporters

**Department of Defense (DoD) Directives:**

5230.25	Withholding of Unclassified Technical Data From Public Disclosure
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**International Organization for Standardization (ISO)/International Electrotechnical Commission (IEC) Standards:**

ISO 9001	Quality Management Systems
ISO/IEC 17025	General Requirements for the Competence of Testing and Calibration Laboratories

**2.2 Technical Drawings****Department of Defense Drawings:**

5185084 Rev A - Shear Test Fixture  
 834AS101 Rev D - Manifold  
 834AS106 Rev D – Outlet Assembly  
 834AS110 Rev D – Filter  
 834AS113 Rev D - Pin, Shear  
 834AS114 Rev E – Pin, Firing  
 834AS115 Rev D – Housing, Firing Pin

**2.3 Conflicting Document Requirements**

If there are any conflicts between specifications, drawings, or requirements listed herein, the contractor shall notify the Contracting Officer (KO) and the Technical Point of Contact (TPOC), in writing for interpretation, clarification, and resolution.

**3.0 Requirements****3.1 General Manufacturing**

The Contractor shall fabricate, inspect, test, and deliver components in accordance with the applicable drawings and specifications. Components shall be packaged by part number and ready for use. The Contractor shall provide, design, and fabricate all necessary tooling to manufacture and dimensionally inspect the components, and provide data as detailed herein.

The Prime Contractor shall bear the ultimate responsibility for all deliveries and performance of all requirements under this contract. The Prime Contractor shall monitor and maintain all subcontractor relationships. At the Government's sole discretion, the Government may apply quality and/or on-time delivery issues stemming from the work of a subcontractor to the Prime Contractor's quality performance metrics.

**3.2 Test and Inspection**

The Contractor shall maintain and control processes to inspect and test components as described in this PWS. These processes should cover all phases from the ordering of the material to the Government acceptance of the finished product. The Contractor shall submit First Article Test (FAT) samples to the Government if the Contractor has not provided contract deliverables for the same drawing numbers within the last 3 years.

### **3.2.1 First Article Testing**

**3.2.1.1** The delivery time for line items 1 and/or 3 must be specified separately from the delivery time of line items 2 and/or 4.

**3.2.1.2** Before commencing work on line items 2 and/or 4, the incumbent vendor shall produce a 20-piece run in accordance with line items 1 and/or 3, and the requirements of 834AS113 Rev D. All manufacturing processes must be completed per drawing requirements, including any coatings or plating.

**3.2.1.3** Prior to submitting line items 1 and/or 3 to NSWC IHEODTD, the vendor shall complete shear testing of the first 10 pieces at their facility. The test apparatus shall meet the requirements outlined on DWG 5185084 REV A, Shear Test Fixture.

**3.2.1.4** All shear pins tested at the vendor facility shall be conducted using the test setup described below. The test shall be instrumented to record maximum shear force data for each test sample, as well as the load vs. displacement trace.

Shear Style: Single  
Shear Value: 36±4 lbs  
Head Speed: 0.125 in/min  
Fixture Hole Diameter: 0.0350-.0352 in  
Recommended fixture drawing: 5185084 Rev. A

**3.2.1.5** The vendor shall submit the remaining 10 items from line item #1 to NSWC IHEODTD. See below for complete address. Copies of all test data (maximum shear force for each test sample, and load vs. displacement trace) and certifications requirements specified within this form are required to be submitted with the first article sample.

**NOTE:** This sample must be delivered within the quoted delivery time for line items 1 and/or 3 following successful completion of testing at the vendor's facility.

**3.2.1.6** NSWC IHEODTD will perform the required dimensional inspections and subject the remaining 10 units from line items 1 and/or 3 to the shear testing requirement 3.2.1.4 of this SOW within 14 days of receipt of samples. After completing these tests, NSWC IHEODTD shall notify the incumbent vendor, in writing, of the results. The time for producing line items 1 and/or 3 should be quoted separately, and will not be counted against the vendors quoted delivery time for line items 2 and/or 4.

**3.2.1.7** *No variances from the materials, tooling, processing methods or subcontractors used in manufacturing line items 1 and/or 3 are allowed for line items 2 and/or 4. Any variances will result in a re-submission of line items 1 and/or 3.*

**3.2.1.8** The vendor may proceed with line items 2 and/or 4 following notification from the government of acceptance of line item #1. All manufacturing processes must be completed in accordance with the requirements of Dwg. 5184324 Rev. F, including the coatings or plating prior to shear testing.

**3.2.1.9** Following completion of line items 2 and/or 4, and prior to lot submission to NSWC IHEODTD, the vendor shall complete shear testing of a 20-piece sample from the production lot at their facility. The test apparatus shall meet the requirements of DWG 5185084 REV A, Shear Test Fixture.

**3.2.1.10** The vendor shall submit line items 2 and/or 4 to NSWC IHEODTD. See section 4.2 for complete address. Copies of all test data (maximum shear force for each test sample, and load vs. displacement trace) and certifications specified on the Form 16's are required to be submitted with the production lot.

*Any production by the Contractor before formal acceptance of the First Article samples shall be at the Contractor's cost risk.*

### **3.2.2 Dimensional Inspection**

The Contractor is responsible for performing in-house inspections to ensure each production component and dimension conforms 100% to the contract, PWS, and product dimensional requirements. The Contractor shall provide copies of in-process dimensional data and/or proof of inspections, such as floor shop travelers or final QA inspections, as requested by the Government.

The Contractor shall submit a Final Dimensional Inspection Report in accordance with DI-NDTI-80809 per CDRL A001 for each deliverable line item. The final dimensional inspection report shall include either a list of all drawing dimensions and tolerances, and their actual measured values, or a marked-up copy of the drawing with actual measured values written in red next to the corresponding dimension

### **3.2.3 Product Certification**

The Contractor shall submit a certificate of compliance in accordance with DI-QCIC-81356 per CDRL A002 to accompany the shipment of each first article and production lot, as required by Table 3. The certificate shall state compliance of the material with its respective drawing or specification, and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date.

The Contractor shall submit a certificate of analysis/test in accordance with Quality Assurance Requirements Form 4200/9 (AKA Form 16), showing the first article or production material has been sampled and/or tested and found to be within the minimum requirements of the specification/drawing/contract, as required by Table 1. The certificate shall be forwarded to the

Government; one (1) copy to accompany the shipment (in the packing list envelope), and one (1) copy mailed to arrive at time of receipt of the shipment (mark the certificate to the attention of the designated POC above). Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representative of the company the following:

Both Certificates of Analysis and Compliance shall state, above the signature of a legally authorized representative of the company, the following:

“This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.”

Test	Requirement		Certificate
	Drawing	Location	
Material	834AS101 REV D	Note #6	Analysis
Plating	834AS101 REV D	Note #4	Compliance
Dimensional	834AS101 REV D	Note #5	Compliance
Material	834AS106 REV D	Finds 1-3	Compliance
Other	834AS106 REV D	Note #3 & #4	Compliance
Material	834AS110-2 REV D	Note #4	Analysis
Plating	834AS110-2 REV D	Note #3	Compliance
Material	834AS113 REV D	Note 4	Analysis
Plating	834AS113 REV D	Note 3	Compliance
Material	834AS114 REV F	Note #5 (M110)	Analysis
Plating	834AS114 REV F	Note #3	Compliance
Other	834AS114 REV F	Note #4	Compliance
Material	834AS115 REV F	Note #4	Analysis
Plating	834AS115 REV F	Note #3	Compliance

Table 1: Certification Requirements

### 3.3 Quality Control

#### 3.3.1 Quality System and Quality Control Processes

The Contractor shall maintain a quality system which adheres, at minimum, to the requirements of ISO 9001:2015 standards.

The Contractor quality management system shall ensure products are in compliance with the applicable drawings, specifications, and contract. The quality management system shall outline processes to identify, record, and disposition nonconforming material or other characteristic discrepancies for the entire duration of this contract. Procedures, planning, and all other relevant documentation and data which comprise the quality management system, if requested, shall be made available to the Government for review.

### 3.3.2 Calibration of Measuring and Testing Equipment

Measuring and testing equipment used by the contractor shall, at a minimum, adhere to the requirements of ISO/IEC 17025:2017.

### 3.3.3 Acceptance of Product

Final acceptance of first article samples and/or production deliverables will be determined by Government dimensional inspection and certification verification at Government destination for each deliverable line item. The Government shall complete sample testing within 60 days of receipt of all documentation and deliverables relevant to the relevant line item. Unless otherwise stated, the Government sampling plan shall be in accordance with Table 2. The Government reserves the right to perform additional inspection and testing of hardware to verify acceptability. This may include testing at other facilities.

ASQ Z1.4 [ANSI/ASQ Z1.4-2003 (R2013) – October 2013]:	
Critical:	100%
Major:	Level II
Minor:	Level I

Table 2: ACSI Sampling Plan

### 3.3.4 Government-Identified Nonconformity Reporting Procedures

The Government shall alert the Contractor to any nonconforming deliverables within one (1) working day of identifying the nonconformity. The Contractor shall respond with their recommended disposition on the deliverables within one (1) working day.

## 3.4 Export Control

The Contractor shall comply with either one, or both, of the export control options below.

### 3.4.1 International Trafficking in Arms Regulations (ITAR) Compliance

The Contractor shall maintain ITAR compliance through registration in accordance with 22 CFR 122 to export Category III and IV munitions components, as defined by 22 CFR 121.

### 3.4.2 Joint Certification Program (JCP) Registration

The Contractor shall maintain JCP registration and a DD Form 2345 to comply with DoD Directive 5230.25.

## 3.5 Preservation

The Contractor shall be responsible for packing and packaging of deliverables to prevent any potential damage during transport. The Contractor shall label completed parts packaging to include component name, quantity, contract number, drawing number, revision, and manufacturer name and date. Packaging quantities and methods shall be in accordance with applicable Form 43.

#### 4.0 Deliverables

The Technical Point of Contact and Contracting Officer (KO) for this contract will approve all deliverables as specified. The following Certificates shall include the signature of the Contractor's representative authorized to make such certification.

CDRL	Spec	Section	Title
A001	DI-NDTI-80809	3.2.1	Final Dimensional Inspection Report
A002	DI-QCIC-81356	3.2.2	Certificate of Compliance
A003	DI-MISC-80678	3.2.3	Certificate of Analysis

#### 4.1 Hardware Delivery

The Contractor shall notify the Contracting Officer 30 days in advance if the Contractor cannot meet the contract delivery schedule.

The Contractor shall be responsible for coordinating and shipping all the units below to the required destination.

Item	Year	Drawing	Rev	Nomenclature	Qty	UOI
1	Base	834AS113-1	D	Pin, Shear	20	EA
2	Base	834AS113-1	D	Pin, Shear	625	EA
3	Base	834AS113-2	D	Pin, Shear	20	EA
4	Base	834AS113-2	D	Pin, Shear	325	EA
5	Base	834AS101	D	Manifold	85	EA
6	Base	834AS106	D	Outlet Assembly	160	EA
7	Base	834AS110-2	D	Filter	100	EA
8	Base	834AS114	F	Pin, Firing	525	EA
9	Base	834AS115	F	Housing, Firing Pin	270	EA

Delivery address provided below:

Naval Surface Warfare Center Indian Head Division  
 ATTN: Michael Dickinson/Axel Maldonado  
 4522 McMahon Road  
 Bldg. 116, Suite 100  
 Indian Head, MD 20640

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

## CLAUSES INCORPORATED BY REFERENCE

52.246-2                      Inspection Of Supplies--Fixed Price                      AUG 1996

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-15      CERTIFICATE OF CONFORMANCE (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

"I certify that on \_\_\_\_\_ [insert date], the \_\_\_\_\_ [insert Contractor's name] furnished the supplies or services called for by Contract No. \_\_\_\_\_ via \_\_\_\_\_ [Carrier] on \_\_\_\_\_ [identify the bill of lading or shipping document] in

accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(End of clause)

#### 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

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

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.

(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of clause)

#### E-246-H020 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (OCT 2018)

The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ASQ/ANSI/ISO 9001:2015 "Quality Management Systems – Requirements" and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall flow down such standards, as applicable, to lower-tier subcontractors under instances covered in FAR 52.246-11(b) or at the direction of the Contracting Officer. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

(End of text)



## E-246-H022 INSPECTION AND TEST RECORDS (NAVSEA) (JAN 2019)

Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness. The data shall, on request, be identified and made available for on-site review by the Contracting Officer or designated Government representative.

(End of text)

## E-246-W005 SAMPLING OF RECEIVED MATERIAL – MAN-RATED MATERIAL (NAVSEA) (MAY 2021)

(a) When NAVSEA, Naval Surface Warfare Center Indian Head Division receipt inspects man-rated material under this contract for catapults, cartridge actuated devices, propellant actuated devices and their related component parts, the sampling plan utilized shall be as outlined in the applicable technical data package or as otherwise specified in other controlling documentation. If the sampling plan is not specified within any applicable controlling documentation, the sampling plan and the sampling size shall be as outlined by one of the following:

☐ ASQ Z1.4 (ANSI/ASQ Z1.4 -2003 (R2018):

Critical: 100%

Major: Level II

Minor: Level I

☐ [MIL-STD-1916](#) (DTD 1 APR 96 with NOTICE 2 DTD 5 JUN 14):

Critical: Level V

Major: Level II, N < 200 Level III, N > 200

Minor: Level I, N < 100 Level II, N > 100

(b) In all cases, the acceptance number of defects will be ZERO (0); the lot will be rejected for any defect unless specifically otherwise specified by the inspection type and code.

(c) Notwithstanding the above, NAVSEA, Naval Surface Warfare Center Indian Head Division may, at its discretion, accept a defect on an approved waiver on a case-by-case basis.

(End of text)

## H-246-H001 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (FEB 2023)

(a) Definitions:

(1) All definitions, with the exception of Commercial Service Provider, are found in OPNAVINST3960.16 (series).

(2) Commercial Service Providers. Suppliers of tools, instruments, fixtures, test, measurement, and diagnostic equipment, including original equipment manufacturers, who may calibrate their own products but are not engaged in calibration as a major line of business, and other commercial laboratories that provide either calibration services in support of Navy contracts, or low volume, model specific, or unique parameter calibration services.

(b) The accuracy of Navy and Contractor calibrated equipment used for quantitative and qualitative measurements are ensured through measurement traceability. The Contractor is required to ensure that all calibrated equipment used for quantitative or qualitative measurements required for the research, design, test, production, and maintenance of NAVSEA systems will be maintained and calibrated in accordance with references OPNAVINST 3960.16 and NAVSEAINST 4734.1. Calibration sources shall be accredited by a U.S. based, Navy approved accreditation body to U.S. national standards:

(1) ANSI/NCCL Z540.3, Requirements for the Calibration of Measuring and Test Equipment, dated 3 Aug 2006; or

(2) ISO/IEC 17025:2017, General Requirements for the Competence of Testing and Calibration Laboratories (3rd Edition), dated 29 Nov 2017; or

(3) Certified by the U.S. Navy to NAVSEA 04-4734, Navy and Marine Corps Calibration Laboratory Audit/Certification Manual.

(c) ISO/IEC 17025:2017 and ANSI/NCCL Z540.3 accreditations must be performed by a U.S. based accreditation body. Calibration accreditation must include the parameters required to execute the calibration at appropriate ranges and tolerances. A calibration certificate meeting the requirements of ANSI/NCCL Z540.3 or ISO/IEC 17025:2017 must be provided with the returned calibrated unit. The calibration certificate must be evaluated to confirm that the calibration was performed within the laboratory's accreditation scope and that each calibration measurement met or exceeded a 4:1 Test Uncertainty Ratio (TUR).

(d) Certification to Navy standard NAVSEA 04-4734, is acceptable in place of ANSI/NCCL Z540.3 and ISO/IEC 17025:2017 accreditations. For activities certified to NAVSEA 04-4734, calibrations must be evaluated to confirm that the calibration was performed within the laboratory's NAVSEA scope of certification, and calibration event records shall be provided to the Government upon request. Calibration intervals that deviate from NAVSEA OD 45845, Metrology Requirements List (METRL), shall reflect Test, Measurement and Diagnostic Equipment (TMDE) end of period reliability greater than 85%. TMDE reliability data shall be provided upon request. TURs shall be greater than or equal to 4:1, or ensure a Probability of False Acceptance (PFA) of 2% or less and a Probability of False Rejections (PFR) of 15% or less. Measurement traceability, including TUR, PFA, and PFR shall be documented in accordance to MIL-STD-1839. Calibration procedures, methods, and measurement traceability used by the Contractor shall be provided to the Government upon request.

(e) All calibrations supporting this contract shall meet the requirements of OPNAVINST 3960.16. If the Contractor executes, subcontracts or outsources the initial or reoccurring calibration of calibrated equipment, the respective calibration laboratory, and all of their employees who perform calibration or supply calibrated equipment, shall be certified or accredited to the requirements of paragraphs (b), (c), and (d).

(f) Contractors electing certification to NAVSEA 04-4734 will contact the Contracting Officer's Representative (COR) or Technical Point of Contact (TPOC) within 60 days of contract award, who will then contact the NAVSEA09MM METCAL Technical Warrant Holder (TWH), at NAVSEA\_METCAL\_INSERT@us.navy.mil, to begin the Navy certification process.

(End of Text)

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	26-MAY-2023	225	NSWC IHD RECEIVING 4522 MCMAHAN ROAD B116 INDIAN HEAD MD 20640-5125 301-744-4221 FOB: Destination	N00174
0002	14-APR-2023	400	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00174
0003	26-MAY-2023	400	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00174
0004	14-APR-2023	225	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00174
0005	26-MAY-2023	225	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00174
0006	14-APR-2023	20	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00174
0007	26-MAY-2023	300	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00174
0008	14-APR-2023	150	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00174
0009	26-MAY-2023	150	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00174
0010	14-APR-2023	150	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00174
0011	26-MAY-2023	225	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00174

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

**INVOICE AND RECEIVING REPORTS (COMBO) DESINTATION/DESTINATION**

(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.

**INVOICE AND RECEIVING REPORTS (COMBO) DESINTATION/DESTINATION**

(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 item financing, submit a commercial item financing request.

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N62838
Issue By DoDAAC	N00174
Admin DoDAAC**	N00174
Inspect By DoDAAC	N00174
Ship To Code	N00174
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) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

trevor.c.muhler.civ@us.navy.mil

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

#### E-246-W001 CERTIFICATE OF ANALYSIS (NAVSEA) (OCT 2018)

(a) A certificate of analysis/test showing that the material has been sampled and/or tested and found to be within the minimum requirements of the specification/drawing/contract shall be submitted to the COR or TPOC. The certificate shall be maintained by the contractor for a minimum of one (1) year; one (1) copy to accompany the shipment (in the packing list envelope) and one (1) copy mailed at time of the shipment (mark the certificate to the attention of: Code 00Q).

(b) Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representative of the company the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Beneath the signature include the typed name of the individual signing this certificate.

(d) Certificate for shipments of bulk chemicals shall state contract number, drawing or specification number, lot number, rail car number if shipped by rail or trailer number if by truck, and the date of shipment.

(e) Any demurrage accrued as a result of detaining commercial carriers because of nonreceipt of the certificate shall be the responsibility of the Contractor.

(f) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

(g) The certificate shall read as follows:

I certify that on \_\_\_\_\_ [insert date], the \_\_\_\_\_ [insert Contractor's name] furnished the supplies called for by the Order/Contract No. \_\_\_\_\_ via \_\_\_\_\_ [Carrier] on \_\_\_\_\_ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies have been sampled and/or tested and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

(End of text)

#### E-246-W002 CERTIFICATE OF COMPLIANCE (NAVSEA) (OCT 2018)

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code 00Q.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

(d) The certificate shall read as follows:

I certify that on \_\_\_\_\_ [insert date], the \_\_\_\_\_ [insert Contractor's name] furnished the supplies called for by the Order/Contract No. \_\_\_\_\_ via \_\_\_\_\_ [Carrier] on \_\_\_\_\_ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this document.

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

(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-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 [insert activity name]. 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.

(f) The hours of operation are as follows:

AREA	FROM	TO
[insert specific Departments]	[insert times]	

(g) All deliveries to the Receiving Officer, BLDG 116 [Negotiator insert delivery location], shall be made Monday through Friday from 07:30 - 11:30 AM [Negotiator enter beginning hour of operation] to 12:20- 3:30 PM [Negotiator enter closing hour of operation], local time. Deliveries will not be accepted after 3:30 PM [Negotiator enter closing hour of operation]. No deliveries will be accepted on federal government holidays.

(End of text)

#### 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 JAU 13 SUPP WO 2066, 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)

## Section H - Special Contract Requirements

### VPP

#### **Voluntary Protection Program (VPP)**

##### **1. Voluntary Protection Program:**

1.1. In August 2006, Indian Head Division (IHD) Naval Surface Warfare Center (NSWC) was nominated to participate in the DoD Voluntary Protection Program Center of Excellence Implementation Initiative of the Defense Safety Oversight Council (DSOC). The Voluntary Protection Program (VPP) was established by the Occupational Safety and Health Administration (OSHA) in 1982 to recognize and promote effective worksite-based safety and health management systems. IHD NSWC, through the utilization of VPP, desires to be a model of safety and health excellence. VPP's emphasis on trust and cooperation between OSHA, the employer, employees, employees representatives, and contractors complements the Agency's enforcement activity but does not take its place. All parties, including Contractors, are to work together to identify and resolve any safety and health problems that may arise, yet obtain Contracting Officer approval of any changes that would impact the terms of the contract. IHD NSWC as the VPP participant develops and implements systems to effectively identify, evaluate, prevent, and control occupational hazards so that injuries and illnesses to employees and contractors are prevented. Contractor and sub-contractor personnel are subject to occupational safety and health oversight. This oversight will be accomplished by IHD NSWC personnel and Contracting Officers. Contractors, sub-contractors, and their employees, while in performance of a contractual action on-site within the geographical boundaries of Naval Support Facility (NSF) Indian Head, shall be subject to the requirements of the IHDIVNAVSURFWARCENINST 5100.22, "Safety Manual" regardless of the type or duration of the contract. Chapter 13 of the IHDIVNAVSURFWARCENINST

5100.22, "Safety Manual", entitled "Contractor Safety" is provided as Attachment 8. Appendix 13-A, of the chapter 13 entitled "Contractor Safety Requirements When Performing Work at the Naval Support Facility (NSF) Indian Head, MD" shall be signed by the Contractor prior to commencement of services on-site at NSF Indian Head. The Contractor shall maintain one signed copy for future reference in educating its personnel and sub-contractors. A second signed copy shall be provided to the Contracting Officer to be maintained in the contract file. If an occupational safety or health related injury or illness occurs during the performance or as a result of this contractual action, the Contractor shall notify the Contracting Officer Representative (COR) as soon as practicable, who will notify the Safety Office and the Contracting Officer.

1.2 In support of VPP and in compliance with Chapter 13 of the Safety Manual, entitled "Contractor Safety," all Contractors performing on-site at NSF Indian Head shall comply with the following:

- 1.2.1 Public Law 91-596 (and Amendments), also known as the Occupational Safety and Act of 1970, establishes that all employers, including Contractors, are responsible, as far as possible, for providing every employee a safe and healthful working environment. All employers, including Contractors, shall conform to the standards as issued by OSHA. Contractors are responsible for complying with safety requirements specified in the contract as well as all Federal, State, and local safety and security regulations. Non-compliance may be cause for the removal of a Contractor or any Contractor employee from the activity and such non-compliance may form the basis for contractual action, up to and including termination for default.
- 1.2.2 Contractor personnel shall participate in basic safety awareness and hazard identification training offered by the Government activity at the work area they are supporting. Contractors performing on-site shall attend area weekly safety meetings and annual safety stand-downs, as determined by the COR.

1.3 The best Safety and Health Programs involve every level of the organization, instilling a safety culture that reduces accidents for workers and improves the bottom line for managers. When Safety and Health are part of the organization and a way of life, everyone wins. IHD NSWC is committed to safety excellence. The Contractor shall familiarize itself with the IHDIVNAVSURFWARCENINST 5100.22, "Safety Manual," Appendix 13-C entitled "OSHA Voluntary Protection program (VPP) Fundamentals Training for Contractors".

##### **2. Contractor On Site Training:**

2.1 A Contractor providing support on-site at any IHD NSWC site may be required to have its on-site Contractor personnel participate in training covering rules, practices, procedures, equipment and systems, as needed, based on the type of support being provided. This training may include, but is not limited to: Operation Security training (OPSEC); Personally Identifiable Information training; DoD Information Assurance Awareness training; Information Technology Security; Voluntary Protection Program (VPP) training; and Personnel Security training.

2.1.2 This training will be provided at no cost by the IHD NSWC site and will take place on-site during normal contract working hours without any additional compensation for the Contractor. This training does not relieve the Contractor of its responsibility to train its employees in such areas as environment, health, safety, security, sexual harassment, ethics, etc. to ensure compliance with all federal, state, and local laws and DoD Regulations.

POC

Contract Administrator: Francine Keys

E-mail: [francine.keys@navy.mil](mailto:francine.keys@navy.mil)

Payments/Invoicing: Comptroller Vendor Pay

Phone Number: (301) 744-6998

E-mail: [NAVSEA.NSWC.IHEODTDVendorPay@navy.mil](mailto:NAVSEA.NSWC.IHEODTDVendorPay@navy.mil)

Technical Representative: LUCCIEN FITZPATRICK

Phone Number: (301) 744- 1950

E-mail: [Luccien.d.fitzpatrick.civ@us.navy.mil](mailto:Luccien.d.fitzpatrick.civ@us.navy.mil)

Contractor POC:

Quote Number(s):

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer Marlene Ridgell at (301) 744- 6617.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	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
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-5	Material Requirements	AUG 2000
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-9	Small Business Subcontracting Plan	OCT 2022
52.219-13	Notice of Set-Aside of Orders	MAR 2020
52.219-28	Post-Award Small Business Program Rerepresentation	OCT 2022
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.224-1	Privacy Act Notification	APR 1984
52.225-3	Buy American--Free Trade Agreements--Israeli Trade Act	DEC 2022
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act	SEP 2016
52.243-1	Changes--Fixed Price	AUG 1987
52.243-4	Changes	JUN 2007
52.247-17	Charges	APR 1984
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2022
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors	DEC 2022

252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American And Balance Of Payments Program-- Basic	JUN 2022
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
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	DEC 2022
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	DEC 2022
252.247-7023	Transportation of Supplies by Sea	FEB 2019

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (DEC 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 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)).

(ii) 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).

(iii) 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).

(iv) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

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

(vi) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

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

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

(ix) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JAN 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (NOV 2021).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (DEC 2022).

(ix) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in 2.101 on the date of award of this contract).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(v) 52.222-36, Equal Employment for Workers with Disabilities (JUN 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(vii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.))).

(x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xi) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiv) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR ® Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) (A) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in 2.101 on the date of award of this contract, and the acquisition--

(1) Is set aside for small business concerns; or

(2) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$50,000).

(B) Alternate I (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of domestic end product in paragraph (a) of 52.225-1:

(A) The cost of its components mined, produced, or manufactured in the United States exceeds       percent of the cost of all its components. [Contracting officer to insert the percentage per instructions at 13.302-5(d)(4).])



(xviii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information.)

(xx) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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):

FAR:

<https://www.acquisition.gov/browse/index/far>

DFAR: <https://www.acquisition.gov/dfars>

NMCARS: <https://www.acquisition.gov/nmcars>

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

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

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

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

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

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

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

(End of clause)

#### 52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)

(a) General.

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at <http://fms.treas.gov/debt/index.html>. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) Contractor payment request.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

## 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2022)

(a) Definitions. As used in this clause-

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

Concatenated unique item identifier means--

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

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

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

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

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

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

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

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

Government's unit acquisition cost means--

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

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contract line, subline, or exhibit line item No.	Item description
0001 manifold	
0003 outlet assembly	
0005 filter	
0007 shear pin	
0009 firing pin	
0010 firing pin housing	

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

(3) Unique item identifier type.\*\*

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

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

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

\*\* Once per item.

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

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

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

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

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

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

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

(End of clause)



## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.204-3	Taxpayer Identification	OCT 1998
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022

## CLAUSES INCORPORATED BY FULL TEXT

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2022)

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

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 concern eligible under the WOSB Program.

## 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 the size standard in paragraph (b) of this provision.

(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.

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 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) The North American Industry Classification System (NAICS) code for this acquisition is [332721].

(2) The small business size standard is [500].

(3) 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 (i.e., nonmanufacturer), is 500 employees if the acquisition--

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

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

(iii) 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.

(c) Representations.

(1) 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) [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.

(3) [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 women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer 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: \_\_\_\_ .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer 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: \_\_\_\_ .]

(6) [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.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) 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 service-disabled veteran-owned 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.

(8) [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) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(1) Be punished by imposition of fine, imprisonment, or both;

- (2) Be subject to administrative remedies, including suspension and debarment; and
  - (3) Be ineligible for participation in programs conducted under the authority of the Act.
- (End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)