

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0011899890		PAGE 1 OF 34	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HT940623Q0057	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JAMES PETTWAY		b. TELEPHONE NUMBER (No Collect Calls) 757-953-5084		6. SOLICITATION ISSUE DATE 23-May-2023	
9. ISSUED BY DHA CONTRACTING OFFICE TIDEWATER HT9406 7700 ARLINGTON BLVD FALLS CHURCH VA 22042  TEL: FAX:		CODE HT9406		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS:  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO NAV MED CNT PORTSMOUTH VA - MM NAV MED CNT PORTSMOUTH VA - MM ATTN SUPPLY OFFICER BLDG 250 54 LEWIS MINOR STREET PORTSMOUTH VA 23708-2297 TEL: FAX:		CODE HT0242		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/OFFEROR  TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:		31c. DATE SIGNED	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

## Section A - Solicitation/Contract Form

VENDOR INFO

CAGE: \_\_\_\_\_

UEI: \_\_\_\_\_

Vendor POC: \_\_\_\_\_

Vendor Phone: \_\_\_\_\_

Vendor E-mail: \_\_\_\_\_

**Notes to Vendor:**

-At a minimum, the SF1449 must be completed to be considered for this opportunity. Please respond to blocks 17a and 30a-c on page 1 and the vendor information on page 3, as well as provide your price(s) on the Contract Line Item Number(s) (CLINs). Cursive font signatures will not be accepted.

-No other Terms and Conditions will be accepted. Offers that contain additional terms and conditions will not be considered.

-Vendor to reference request for quotes number (RFQ#) **HT940623Q0057** on all inquiries.

-All proposals should be inclusive of all costs (e.g. Shipping and Handling). Shipping should be included in the quote total, but NOT separately priced;

**PROMPT PAYMENT**

For Prompt Payment Act purposes, this contract is subject to the 7 calendar day constructive acceptance period.

Billing / Payment in arrears

For all questions, POC:

James A Pettway Jr

[James.a.pettway.civ@health.mil](mailto:James.a.pettway.civ@health.mil)

DHA Tidewater Mkt

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Oceana Branch Clinic Spacesaver system FFP Oceana Branch Clinic Spacesaver system maintenance See PWS for details FOB: Destination PURCHASE REQUEST NUMBER: 0011899890 Z1GD	1	Years		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Sewells Pt Branch Clinic Spacesaver FFP Sewells Pt Branch Clinic Spacesaver maintenance See PWS for details FOB: Destination PURCHASE REQUEST NUMBER: 0011899890 Z1GD	1	Years		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Boone Branch Clinic Spacesaver FFP Boone Branch Clinic Spacesaver maintenance See PWS for details FOB: Destination PURCHASE REQUEST NUMBER: 0011899890 Z1GD	1	Years		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Bldg 271 NMCP spacesaver system FFP Bldg 271 NMCP spacesaver system maintenance See PWS for details FOB: Destination PURCHASE REQUEST NUMBER: 0011899890 Z1GD	1	Years		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Bldg 250 NMCP spacesaver system FFP Bldg 250 NMCP spacesaver system maintenance See PWS for details FOB: Destination PURCHASE REQUEST NUMBER: 0011899890 Z1GD	1	Years		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Bldg 250 NMCP Hanel System FFP Bldg 250 NMCP Hanel System FOB: Destination PURCHASE REQUEST NUMBER: 0011899890 Z1GD	1	Years		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Software maintenance agreement for Hanel FFP Software maintenance agreement for Hanel FOB: Destination PURCHASE REQUEST NUMBER: 0011899890 Z1GD	1	Years		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Years		
OPTION	Oceana Branch Clinic Spacesaver system FFP Oceana Branch Clinic Spacesaver system maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Years		
OPTION	Sewells Pt Branch Clinic Spacesaver FFP Sewells Pt Branch Clinic Spacesaver maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Years		
OPTION	Boone Branch Clinic Spacesaver FFP Boone Branch Clinic Spacesaver maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Years		
OPTION	Bldg 271 NMCP spacesaver system FFP Bldg 271 NMCP spacesaver system maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Years		
OPTION	Bldg 250 NMCP spacesaver system FFP Bldg 250 NMCP spacesaver system maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Bldg 250 NMCP Hanel System	1	Years		
OPTION	FFP				
	Bldg 250 NMCP Hanel System				
	FOB: Destination				
	Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Software maintenance agreement for Hanel	1	Years		
OPTION	FFP				
	Software maintenance agreement for Hanel				
	FOB: Destination				
	Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1	Years		
OPTION	Oceana Branch Clinic Spacesaver system FFP Oceana Branch Clinic Spacesaver system maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		1	Years		
OPTION	Sewells Pt Branch Clinic Spacesaver FFP Sewells Pt Branch Clinic Spacesaver maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		1	Years		
OPTION	Boone Branch Clinic Spacesaver FFP Boone Branch Clinic Spacesaver maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018		1	Years		
OPTION	Bldg 271 NMCP spacesaver system FFP Bldg 271 NMCP spacesaver system maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019		1	Years		
OPTION	Bldg 250 NMCP spacesaver system FFP Bldg 250 NMCP spacesaver system maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020		1	Years		
OPTION	Bldg 250 NMCP Hanel System FFP Bldg 250 NMCP Hanel System FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021		1	Years		
OPTION	Software maintenance agreement for Hanel FFP Software maintenance agreement for Hanel FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022		1	Years		
OPTION	Oceana Branch Clinic Spacesaver system FFP Oceana Branch Clinic Spacesaver system maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023		1	Years		
OPTION	Sewells Pt Branch Clinic Spacesaver FFP Sewells Pt Branch Clinic Spacesaver maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024		1	Years		
OPTION	Boone Branch Clinic Spacesaver FFP Boone Branch Clinic Spacesaver maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025		1	Years		
OPTION	Bldg 271 NMCP spacesaver system FFP Bldg 271 NMCP spacesaver system maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026		1	Years		
OPTION	Bldg 250 NMCP spacesaver system FFP Bldg 250 NMCP spacesaver system maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027		1	Years		
OPTION	Bldg 250 NMCP Hanel System FFP Bldg 250 NMCP Hanel System FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028		1	Years		
OPTION	Software maintenance agreement for Hanel FFP Software maintenance agreement for Hanel FFP FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029		1	Years		
OPTION	Oceana Branch Clinic Spacesaver system FFP Oceana Branch Clinic Spacesaver system maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030		1	Years		
OPTION	Sewells Pt Branch Clinic Spacesaver FFP Sewells Pt Branch Clinic Spacesaver maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031		1	Years		
OPTION	Boone Branch Clinic Spacesaver FFP Boone Branch Clinic Spacesaver maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032		1	Years		
OPTION	Bldg 271 NMCP spacesaver system FFP Bldg 271 NMCP spacesaver system maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033		1	Years		
OPTION	Bldg 250 NMCP spacesaver system FFP Bldg 250 NMCP spacesaver system maintenance See PWS for details FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034		1	Years		
OPTION	Bldg 250 NMCP Hanel System FFP Bldg 250 NMCP Hanel System FOB: Destination Z1GD				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035		1	Years		
OPTION	Software maintenance agreement for Hanel FFP Software maintenance agreement for Hanel FOB: Destination Z1GD				

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NET AMT

## Section C - Descriptions and Specifications

PWS**PERFORMANCE WORK STATEMENT**

Maintenance service is for the period:

1 Sept 2023 through 31 August 2024  
1 Sept 2024 through 31 August 2025  
1 Sept 2025 through 31 August 2026  
1 Sept 2026 through 31 August 2027  
1 Sept 2027 through 31 August 2028

- On-site maintenance service to include corrective repairs will be conducted during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding Federal holidays. Contractor will respond within 24 hours of Government notification of request for service. Maintenance shall include parts (except motor and microprocessor boards), labor, and unlimited service calls for corrective maintenance.
- Maintenance service includes two maintenance inspections and services to be completed each fiscal year. First maintenance inspection to be completed within 30 days of award.
- Government furnished property, Materials and Services.
  - a. The Contractor representative(s) at each site is encouraged to request a pre-maintenance inspection prior to the award of the contract. As all apparent discrepancies must be identified upon submittal of quote, any and all claims must be received within 30 days of contract award or prior to contract start whichever occurs first. All non-apparent / hidden discrepancies, must be identified no later than the first scheduled preventative maintenance. Any claims resulting from hidden defects must be received within 30 days of first scheduled preventative maintenance. Any equipment found to be inoperable during this pre-maintenance inspection would be repaired using a separate purchase order. The government certifies that the equipment to be maintained under this contract will be in good operating condition on the effective date of this contract. For the purpose of this contract, the clause, "good operating condition" means the conditions necessary for the equipment to function as intended without corrective maintenance. The Contractor agrees to leave the equipment in good operating condition at the expiration of this contract. During the final week of this contract, the Government will make final inspection of the equipment. Any correction of deficiencies noted during this inspection shall be resolved prior to contract end. The Government reserves the right to request the repair (at no additional cost to the Government) of items identified with latent defects after contract termination, when it has been determined that defects either are a result of contractor's performance or should have been discovered during normal performance of work under this contract.
  - b. The government will be responsible for maintaining the proper environment, including utilities and site requirements necessary for the system to function properly as specified by the OEM.
  - c. The Government will operate the system in accordance with the instruction manual provided by the OEM.
  - d. The Government will not be responsible for the damage or loss due to fire, theft, accident, or other disaster of Contractor supplies, materials, or for the personal belongings brought onto Government property by Contractor's personnel.

## 1)Replacement Parts.

- a. The Contractor shall have ready access to unique and/or high mortality replacement parts. All parts supplied shall be compatible with the existing system. In the event that replacements parts are required to be shipped. Shipping shall be performed with Next Day Air at no additional cost to the Government. If Next Day is not available, then contractor shall ship by the next fastest means.

- b. The Contractor shall at their expense, replace all worn or defective parts necessary to restore the equipment to 100% operational condition as specified by the OEM.
- c. Contractor installed replacement parts shall become the property of the Government and the replaced malfunctioning part shall become the property of the Contractor. Replaced items shall be properly disposed of at no additional cost to the Government (contractor to pay all “environmental fees” where required).
- d. Freight, postage, and storage charges associated with shipment and receipt of replacement parts, and the return of parts shall be the responsibility of the Contractor.
- e. All replacement parts shall be new and certified as OEM replacement parts. In the event that new parts are not available, the Contracting Officer must approve the use of rebuilt parts and sub-assemblies prior to ordering and installing. Use of rebuilt parts are allowed provided that they are warranted to be free of defects for a period of time that meets or exceeds warranties of similar replacement parts. The contractor shall specifically annotate on the final Field Service Report, the use and identification of rebuilt parts, and the period of warranty. When discrepancies occur, the Government will make the final determination on whether a replacement part is of equal or better quality.

## 2) Contractor Responsibility.

- a. The Contractor shall be responsible for the repair/replacement of damaged Government owned equipment and property due to the negligence of the Contractor or his representatives. All such replacement or repair shall be at the Contractor’s expense and shall be inspected to the satisfaction of the Contracting Officer or appointed representative.

## 3) Contractor Qualifications

- a. All technicians performing maintenance on the Hanel Storage Systems and SpaceSaver Mobile Shelving Systems shall have been trained on and issued the credentials from SpaceSaver and Hanel

## 4) Biannual Maintenance Requirements

### (SpaceSaver Mobile Shelving Systems)

- i) Lubricate tracks as necessary
- ii) Inspect rail and guide wheels
- iii) Check movement of carriages
- iv) Check integrity of wiring and cable routing
- v) Check operation of doors and locks or aisle and system locks
- vi) Check equipment/ tracks for debris
- vii) Check for soft areas in the floor
- viii) Make sure panels, shelving or cabinets are fastened securely
- ix) Ensure proper operation of all safety features

### (Hanel Storage Systems)

- i) Inspect shelves and pans
- ii) Inspect Light barriers

- iii) Check movement of carriers
  - iv) Check operation of doors and locks and all sensors
  - v) Check for dust and debris
  - vi) Make sure panels are fastened securely
  - vii) Check all bolts for proper tightness
  - viii) Ensure proper operation of all safety features
- 5) Special Maintenance Requirements
- a. Hanel Storage System Software Maintenance. Contractor must provide firmware and software upgrades as needed. Contractor shall also supply at least 10 hours of phone or remote assistance each month, as needed to user.

## 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
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
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0022	Destination	Government	Destination	Government
0023	Destination	Government	Destination	Government
0024	Destination	Government	Destination	Government
0025	Destination	Government	Destination	Government
0026	Destination	Government	Destination	Government
0027	Destination	Government	Destination	Government
0028	Destination	Government	Destination	Government
0029	Destination	Government	Destination	Government
0030	Destination	Government	Destination	Government
0031	Destination	Government	Destination	Government
0032	Destination	Government	Destination	Government
0033	Destination	Government	Destination	Government
0034	Destination	Government	Destination	Government
0035	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-SEP-2023 TO 31-AUG-2024	N/A	NAV MED CNT PORTSMOUTH VA - MM NAV MED CNT PORTSMOUTH VA - MM ATTN SUPPLY OFFICER BLDG 250 54 LEWIS MINOR STREET PORTSMOUTH VA 23708-2297 FOB: Destination	HT0242
0002	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0003	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0004	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0005	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0006	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0007	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0008	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0009	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0010	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0011	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0012	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0013	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242

0014	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0015	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0016	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0017	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0018	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0019	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0020	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0021	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0022	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0023	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0024	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0025	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0026	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0027	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0028	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0029	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0030	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0031	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242

0032	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0033	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0034	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242
0035	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0242

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

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(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.

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

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC**	_____
Inspect By DoDAAC	_____
Ship To Code	_____
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.

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

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

(End of clause)

## Section H - Special Contract Requirements

### PRIVACY

#### **CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, IT SYSTEMS OR PROTECTED HEALTH INFORMATION**

Executive Order 13467, Reforming Processes Related to Suitability for Government Employee, Fitness for Contractor Employees and Eligibility for Access to Classified National Security Information, Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The 5 CFR 32 Part 157 in concert with DoD Manual 1000.13, Vol 1, implements the Federal Standards.

#### **APPLICABILITY**

This text applies to all DoD sponsored individuals who require CAC eligibility (or login and P/W if acceptable per contract) for: Physical access to DoD facilities or non-DoD facilities on behalf of DoD; Logical access to information systems (whether on site or remotely); or remote access to DoD networks that use only the CAC logon for user authentication, or access to sensitive and protected information. This applies to the Office of the Secretary of Defense, the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of the Inspector General of the DoD, the Defense Agencies, the DoD Field Activities and all other organizational entities within the DoD (hereinafter referred to collectively as the "DoD Components").

Each contractor employee providing services at a Navy command under this contract is required to obtain a DoD Common Access Card (CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

#### **ACCESS TO FEDERAL FACILITIES**

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Command's Security Manager (CSM) upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

#### **START-UP PERIOD**

All contractor resource onboarding documents must be submitted via the prime contractor. The prime contractor shall make all necessary preparations to assume full responsibility for productive performance as of the performance start date.

Definition of "productive":

- a. Visit Authorization Request (VAR)
- b. Contractor Information Sheet (CIS)
- c. Completed EQIP (Electronic Investigation)
- e. All contractor resource(s) must have an active JPAS profile

f. Common Access Card (CAC)

Note (1): Invoicing by the contractor will begin as of the commencement of the performance period of services and no reimbursement will be paid by the government for efforts expended during the start-up period.

Note (2): Foreign Nationals are not allowed access to the functional/system side of Enterprise Resource Planning (ERP).

### **ACCESS TO DOD INFORMATION TECHNOLOGY (IT) SYSTEM**

In Accordance With (IAW) Secretary of the Navy (SECNAV) M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to sensitive information. Sensitive information includes information protected under the Privacy Act, to include PHI. All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information System Security Manager (ISSM)/Information Assurance Manager (IAM).

Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) or T5 or T5R equivalent investigation, which is a higher level investigation than the National Agency Check (NAC) with Law and Credit (NACLC)/T3/T3R described below. Due to the privileged system access, an investigation suitable for High Risk national security positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance (IA) Technical Level 1, and must be trained and certified on the Operating System (OS) or Computing Environment (CE) they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy CSM and ISSM/IAM manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy IT resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the supervisor.

The SAAR-N shall be forwarded to the CSM at least thirty (30) days prior to the individual's start date. Failure to provide the required documentation at least thirty (30) days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Cyber Awareness training, and maintain a current requisite background investigation. The contractor's security representative shall contact the command security manager for guidance when reinvestigations are required.

### **INTERIM ACCESS**

The CSM may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

## **DENIAL OR TERMINATION OF ACCESS**

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

## **CONTRACTOR'S SECURITY REPRESENTATIVE**

The contractor shall designate an employee to serve as the contractor's security representative. Within three (3) work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the contractor's security representative. The contractor's security representative shall be the primary point of contact on any security matter. The contractor's security representative shall not be replaced or removed without prior notice to the Contracting Officer and CSM.

## **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES**

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Contractor employees under this contract are recognized as Non-Critical Sensitive [ADP/IT-II] positions when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and PHI, provide support associated with fiduciary duties, or perform duties that have been identified as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC or T3 or T3R equivalent investigation to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The investigation consists of a standard NAC and a Federal Bureau of Investigation (FBI) fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent Office of Personnel Management (OPM) investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least thirty (30) days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than ten (10) years) throughout the contract performance period. The contractor's security representative shall contact the command security manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the CSM upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy command's ISSM/IAM. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy IT resources. The SAAR-N shall be forwarded to the Navy command's security manager at least thirty (30) days prior to the individual's start date. Failure to provide the required documentation at least thirty (30) days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Cyber Awareness training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the CSM. The CSM will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM); Potential suitability or security issues identified may render the contractor employee ineligible for the assignment. An unfavorable determination is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The CSM will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DoD Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS owning role over the contractor employee, the Navy command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT position category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

#### **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES**

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a United States (U.S.) citizen or a U.S. permanent resident with a minimum of 3 years of legal residency in the U.S. (as required by the Deputy Secretary of Defense DTM 08-006 or its subsequent DoD INST) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) or T1 investigation equivalent including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the CSR must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI or T1 equivalent investigation, or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM.

Failure to provide the required documentation at least thirty (30) days prior to the individual's start date may result in delaying the individual's start date.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-24	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
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Products and Commercial Services	MAR 2023
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.222-3	Convict Labor	JUN 2003
52.222-26	Equal Opportunity	SEP 2016
52.222-50	Combating Trafficking in Persons	NOV 2021
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-20	Aerosols	JUN 2016
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.243-1	Changes--Fixed Price	AUG 1987
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006

252.239-7001 Information Assurance Contractor Training and Certification JAN 2008  
252.243-7001 Pricing Of Contract Modifications DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

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

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

##### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed

\_\_\_\_\_.  
(End of clause)

## 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond \_\_\_\_ . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond \_\_\_\_ , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

## 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 Clauses <http://acquisition.gov/far>

DFARS Clauses <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

(End of clause)