

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 47	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ENGINEERING SUPPLIES AND SERVICES FFP FOB: Destination PURCHASE REQUEST NUMBER: N322050251N7A1 2010	1	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	ENGINEERING SUPPLIES AND SERVICES FFP IN ACCORDANCE WITH: FAR 52.217-9; OPTION TO EXTEND THE TERM OF THE CONTRACT	1	Each		

FOB: Destination  
2010

---

NET AMT

## **Performance Work Statement**

### **1.0 BACKGROUND**

#### **1.1 Military Sealift Command**

Military Sealift Command (MSC) owns and operates approximately 130 ships. These vessels fulfill various missions such as underway replenishment, oceanographic research, cable repair, roll-on/roll-off, container carriage, special mission, and dry and refrigerated cargo support. MSC's Engineering Directorate is responsible for aspects of ship maintenance, repair, alteration; Subject Matter Expert (SME) engineering support; Root Cause Analysis (RCA); Safety, Damage Control, and Environmental program support; and various Shipboard Inspection Programs (SIP) to assess material readiness of the MSC fleet. Throughout the contract performance period, new ships will be introduced into the MSC fleet while other ships will be retired from service.

#### **1.2 Contract**

The purpose of this Indefinite-Delivery, Indefinite Quantity (IDIQ) contract is to develop a vehicle for the procurement of Trident Maritime System Brand Equipment service and parts for MSC. Contractor(s) are to provide the following services: general services, repair service, routine/periodic/annual service maintenance, corrective maintenance, shop maintenance, shop work, technical representative visits, equipment grooms, root cause analysis telephone consultations, remote technical support via e-mail and phone, hardware and software configuration management services, training, assistance in accomplishing technical refresh efforts to address obsolescence issues, and other related tasks in order to maintain Trident Maritime System Brand Equipment install onboard all MSC vessels.

#### **1.3 List of Acronyms and Abbreviations**

ABS	American Bureau of Shipping
AOSA	Afloat Operational Safety Assessment
ANSI	American National Standards Institute
ASTM	American Society of Testing and Materials
CAC	Common Access Card
CASREP	Casualty Report
CDRL	Contract Data Requirements List
CFR	Condition Found Report
CHENG	Chief Engineer
CLIN	Contract Line Item Number
CONUS	Continental United States
COR	Contracting Officer Representative
CPARS	Contractor Performance Appraisal Reporting System
DBIDS	Defense Biometric Identification System
DO	Delivery Order
DOD	Department of Defense
EPIC	El Paso Intelligence Center
FAR	Federal Acquisition Regulations
GFI	Government Furnished Information
GTR	General Technical Requirements
KO	Contracting Officer
MRE	Material Readiness Examination
MSC	Military Sealift Command
PDF	Portable Document File

PPE	Principle Port Engineer
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
RCA	Root Cause Analysis
SIP	Ship Inspection Program
SMART	Ship Material Assessment and Readiness Testing
SOW	Scope of Work
T-ALT	Trans-Alteration
TO	Task Order
TO/DO	Task Order/Delivery Order
TPOC	Technical Point of Contact
TSD	Technical Support Data
USCG	United States Coast Guard
USNS	United States Naval Ship

## **2.0 SPECIFIC TASKS**

Contractor(s) shall provide engineering, services, and parts to maintain and support shipboard equipment. The general disciplines in which the contractor(s) might be tasked to perform are listed in this section. The Contractor shall provide products and services for MSC and any other Government owned or Government chartered ship designated by MSC.

Specific task descriptions and instructions, sufficient in detail to allow for contractor(s) performance, shall be provided with each Task Order (TO) Performance Work Statement (PWS) issued under this contract. Some work may be quick turnaround emergent work. Some services may require short travel notice; other work may require a quick study or analysis. Contractor(s) shall be prepared to provide these services in all areas of the world where the Government has requirements to perform the engineering services onboard MSC ships, at Government shore-based offices and contracted private shipyards and repair facilities.

Maintenance provided by contractor(s) shall include routine/periodic/annual service, equipment grooms, corrective maintenance, shop maintenance, shop work, SMART Inspections, Service Equipment Casualties, new/overhauled parts supply, training, upgrade and sustainment as well as other related tasks for Trident Maritime Systems.

Contractor(s) are to provide the following: materials, parts, components, kits, entire equipment packages, assemblies, sub-assemblies, and equipment to maintain and support Trident Maritime Systems Brand Equipment install onboard all MSC vessels. In particular, the major system being supported under this contract are:

- T-AO 205 Class Controls and Automation
- T-AO 205 Class HVAC Equipment
- T-AKE Class Refrigeration Equipment and Controls

Trident Maritime Systems Brand Equipment that is already installed aboard the T-AO 205 Class includes Control Consoles (i.e. Main, Cargo Ballast), Control Systems (i.e. Machinery Centralized/MCCS, Propulsion), Control Station Equipment, Workstations, Control Cabinets, UPSs, Data Acquisition Units, Network Switch Unit, Alarm Panel, Switch Boards (Main, Ship Service, and Emergency), Ship Service Transformers, Power Substations, Load Centers, and Motor Control Centers.

Trident Maritime Systems Brand Equipment and/or OEM equipment that Trident Maritime Systems is the sole authorized service representative that is already installed aboard the T-AKE and T-AO 205 Class includes controller, control panels, operation station, sensors, packaged A/C units, compressors, pumps, motors, controllers, air handlers, fans, blowers, coils, purge/pumpout systems, filters, dampeners, dehumidifiers, and heaters.

The fully burdened cost for all items defined in this section is covered in Exhibit A – Rate Table.

## **2.1 Management**

### **2.1.1 Program Manager**

Provide a Program Manager (PM) to coordinate all contractor support under this contract for special projects and be the single point of contact for the Contracting Officer (KO) and designated representatives.

The contractor may provide a substitute PM during routine absences of the PM; provided the KO is given 15 days advance written notice. The PM shall be able to read, write, speak, and understand English fluently and be a United States Citizen. The PM need not be fully dedicated to this contract. However, the PM shall respond to any Government communication or request in conjunction with this contract within 24 hours and shall provide a course of action within 72 hours. This requirement applies at any time, including weekends and holidays, unless more restrictive requirements apply.

Program Manager differs from the Project Manager of this Contract, which is detailed in section 2.1.2. The Program Manager oversees all aspects of this Contract.

### **2.1.2 Project Manager**

The Project Manager will oversee special projects under this contract as they are needed and occur. The contractor(s) shall ensure all requirements of the contract Task Orders (TO) and Delivery Orders (DO) issued under the contract are met.

Project Management differs from the Program Manager of this Contract that is detailed in section 2.1.1.

### **2.2 Engineering**

Engineering support to include the following: design, drawings, drawings development, technical manual changes, technical representative visits, inspection, grooming, configuration management, hardware and software configuration, hardware and software modification, upgrade, technical refreshment of equipment, root cause analysis, Trans-ALT development, training, and all other forms of engineering services.

Engineering services personnel may be utilized in shipboard, shop, or a combination of both depending on the project. Place of performance information may be detailed in the TO/DO.

The Contractor(s) shall make configuration changes and upgrades as required to any OEM system, equipment, or component as approved by MSC Trans-ALT Policy and ABS/USCG Regulations. See PWS section 8.3 for addition Trans-ALT policy information.

- The Contractor(s) shall make configuration changes and upgrades as required to any Contractor's System, Equipment or Component as approved by MSC Trans-Alt Policy and ABS/USCG Regulations. All changes shall be properly implemented into the software and/or hardware and include all appropriate documentation including drawings, technical manuals, parts lists, Technical Support Data (TSD), software design description, Failure Mode Effects Analysis (FMEA), Failure Mode Effects and Criticality Analysis (FMECA), Periodic Safety Test Procedures, and System Operation Verification Tests (SOVT). Changes will be limited to edits to documents Contractor(s) has the legal right to modify, and shall be specifically proposed in the pertinent TO/DO.

The Government may require the Contractor(s) to conduct engineering analysis to support system/component design changes, hardware and/or software modifications, or related efforts. Such analyses may include tasks listed below. The engineering analysis report should be limited to 10 pages or less. The Contractor(s) is to submit a quote to provide such services, when requested by the KO. The Contractor(s) shall perform those services that are subsequently authorized by the KO.

- Feasibility studies
- Inspection reports
- Onboard technical surveys
- Specification development
- Failure analyses
- Root cause analysis
- Lifecycle management
- T-ALT development (section 8.3)

#### **2.2.1 Life Cycle Management**

On a TO/DO basis, Contractor shall provide Life Cycle Management services. For system(s) defined in the TO/DO, the Contractor would assist MSC with the development of Life Cycle Management plans that will tailor recommendations to MSC operating profiles and existing ship and class specific OEM maintenance plans.

Additional requirements maybe added or removed from the list below as defined in the TO/DO. The Contractor would:

- Provide recommendations to revise specific system's maintenance plans based on a review of "as found" and "as released" condition reports and feedback from port engineers and operators. Make additional adjustments to standard system maintenance to adjust periodicities of standard maintenance actions.
- Review MSC's Shipboard Automated Maintenance (SAMM) preventative maintenance requirements and Planned Maintenance Industrial Assistance (PMIA) pertaining to system and associated systems to ensure accuracy with the existing maintenance plan
- Provide administrative and engineering support to develop equipment and system technical manual change pages and Technical Support Data.
- Review existing MCCS Periodic/USCG Periodic Safety Test Procedure and provide recommendations for improvements. Provide administrative and engineering support to develop Periodic Safety Test Procedure change pages.
- Review MSC standard work item templates and provide recommendations for improvements. Provide and maintain standard service reports for scheduled maintenance actions.

### **2.3 Services**

Services, also known as technical services, support to include: annual/routine/periodic service, corrective maintenance, repair work, repair service, technical representative support, grooming, troubleshooting, equipment casualty response, material storage, installing and testing software and hardware modifications, and training. Technical services personnel may be utilized in shipboard, shop, or a combination of both depending on the project. Place of performance information will be detailed in the TO/DO.

Material Storage may be utilized for storing parts, components, and/or assemblies at contractor's facilities, as well as may consist of establishing and/or maintaining an exchange or swing set program that would include repair at contractor's facility. Material storage requirement such as storage size, material type, quantities, security, environmental conditions, and place of performance will be detailed in the TO/DO.

Each vessel may have a regularly scheduled annual maintenance periods requiring the attendance of technical service representative. This technical support is required to bring any special tools and/or hardware/software not normally found in a shipyard environment.

As part of a TO/DO, provide a detailed list of parts, kits, tools, equipment, and/or industrial assist that shall be provided by the government or third-party to perform the TO/DO. The Contractor shall provide and bring onboard prior to beginning any service the typical spare parts, tools, and equipment needed for repair. If government furnished tools are to be provided, the contractor shall identify required tools in a provided list and quote the necessary parts for calibration and repair prior to moving forward with maintenance. This is to alleviate any delays in the maintenance overhaul for the government and contractor. See PWS section 5.4 for additional guidelines. The contractor is to warrant that personnel sent to perform any work under the contract are fully qualified to service the specific equipment.

#### **Shipboard technical service additional information:**

Some situations may arise due to scheduling or workload conflicts where the onsite technical service representative may be required to attend the vessel during the first part of a routine overhaul then depart and then return to the vessel to complete tasks, attend dock trails, and/or ride sea trials after an unspecified amount of time later.

At the end of an overhaul repair period of any type or kind, onsite technical service representative maybe required to ride the vessel during sea trials/deployment for overnight or longer. The duration of sea trials will be detailed in the TO/DO. Sea trials will incur a 12-hour work day unless otherwise specified.

It is anticipated technical service representative may be required to transit with the vessel for periods of training, troubleshooting, and/or testing of systems while the vessel is in mission status. MSC will undertake all reasonable efforts to support rotation of ship riding personnel to limit ship rider deployment to less than 10 days.

Technical Services Representatives will be covered under three (3) each Categories: HVAC, Controls, and General.

HVAC Category would be used for service on HVAC, Air Conditioning, Cargo Reefer, Ship Service, and associated refrigeration equipment.

Controls Category would be used for service on the Propulsion Controls, Cargo Controls, Refrigeration Controls, Control Consoles, Pump Controllers, and associated equipment to include DAU, UPS, Alarms, and Switchboards. General Category would be used for service on other equipment.

Casualty response additional information:

Shipboard visits for casualty response may be performed in the continental US (CONUS) or outside the continental US (OCONUS) which will be at a foreign port while the ship is deployed or while the ship is underway.

The contractor(s) shall coordinate work dates and times with the KO. If the ship is in homeport (CONUS), the contractor(s) shall visit the ship within 72 hours of issuance of a task order. If the ship is deployed or OCONUS, the contractor(s) shall arrive at the Government's designated port or point of embarkation for technical support within 96 hours issuance of a task order. In the event of difficulty in meeting this requirement, the contractor(s) shall immediately notify the KO. On-site engineering or MSC may require the technical service representative(s) to deploy for short periods on the ship. The MSC Chief Engineer, or his designated representative, will acknowledge receipt and validate work performed to the KO.

A post overhaul report is to be provided for ALL services within 10 days of services being complete - exemption would be for parts only delivery orders. See PWS section 5.2 for additional guidelines.

**2.3.1 Warranty**

All provided services are to include a one (1) year warranty from the completion of services.

**2.4 Parts**

Parts and equipment supply to include: new parts/equipment/subsystems, rebuilt or remanufactured parts/equipment/subsystems, tools, and materials to support and maintain OEM equipment.

The contractor(s) shall furnish repair parts, tools, and/or kits for the components as required to maintain OEM equipment identified in the TO/DO.

Contractor(s) may require repair parts, kits, tools, and/or equipment to be provided by the government or a third-party to perform the TO/DO. If the contractor(s) desires the repair parts, kits, tools, and/or equipment to be GFM or GFE, the contractor is required to identify all items. See PWS section 5.4 for additional guidelines.

**2.4.1 OEM Products**

Contractor(s) are to furnish new repair parts, kits, and/or tools for OEM equipment, as ordered by the KO. These items are to be from the Original Equipment Manufacturer (OEM) factory or be of "equivalent construction quality", as approved by the OEM and contractor. The contractor shall provide documentation of "equivalent construction quality" to include type/grade of materials, strengths, dimensional tolerances, certification of contractor acceptance of equivalence. No changes to this list of parts can be made without the permission of the KO as all offerors will be using the same list. Prices are still required for each separate entry as listed, it is also understood that some parts may be or becoming obsolete. If parts are unavailable, or have been replaced, notify the KO or authorized representative for resolution and include required Technical Support Data IAW PWS section 2.4.3.

The contractor is expected to supply these components complete and ready for service.

**2.4.2 Warranty**

All provided parts are to include a one (1) year warranty from the initial date of delivery. All parts retrieved from ship's spares and/or warehouses regardless rate of usage, are to include a one (1) year warranty from the initial date of delivery, not the date it was pulled from inventory.

**2.4.3 Documentation**

A. Technical Manual Requirements



Equipment procured under this contract shall be delivered with three (3) hard copy and one (1) electronic copy of the supporting technical manual. The equipment technical manual shall be permanently imprinted by mechanical means and the cover shall be durable to withstand frequent handling and exposure to oil and water. The binding will permit adding and removing pages. The format will follow the typical technical manual format used by the US Navy: Chapters (1) General Information, (2) Operation, (3) Functional Description, (4) Scheduled Maintenance, (5) Trouble Shooting, (6) Corrective Maintenance, (7) Parts List, (8) Installation.

All manuals shall include the following, as applicable (commensurate with the complexity of the equipment:

- a) Cover and Title Page
- b) Manufacturer's Name and Address
- c) Equipment Name and Application
- d) Table of Contents (including a list of drawings and tables)
- e) Safety Precautions (Cautions, Warnings, and Notes)
- f) General Theory of Operation
  - Complete functional description of equipment based on a block diagram
  - Complete explanation of mechanical features using block diagrams or cutaway drawings
  - Major assemblies broken into individual circuits, accompanied by complete circuit analysis keyed to a simplified schematic
  - Brief descriptions of complex and unusual circuits
  - Voltage waveforms at significant point in the circuit
  - Memory maps and a description of microprocessor functions
- g) Preparation for use, installation, and initial adjustment instructions
- h) Operational Instructions
- i) Maintenance Instructions (Preventive and Corrective)
- j) Cleaning and Lubrication Instructions
- k) Performance Verification and Test Features
- l) Frequency of Adjustment/Test Equipment
- m) Trouble Shooting Instructions
- n) Disassembly, Repair, Replacement and Re-Assembly Instructions
- o) Installation Instructions
- p) Diagrams, Illustrations, and Schematics
- q) Complete Parts List
- r) Parts List Data: The parts list will identify all parts necessary to provide for 100% bill of material. The following requirements apply to the parts list:
  - 1. OEM part number
  - 2. OEM Commercial and Government Entity (CAGE) code, if available, or OEM description, address and telephone number.
  - 3. All parts shall be keyed (using index numbers) to exploded view drawings.
  - 4. Parts in the listings shall be grouped by assemblies, subassemblies, and modules. Parts shall be identified in the assembly in which they are components.
  - 5. Parts listed in the technical manual will match the Technical Support Data parts list as required.
  - 6. Note: All data will be provided in hard-copy and CD-ROM format.

**B. Technical Support Data (TSD):**

The contractor(s) shall provide complete and accurate data with delivery of the equipment. All data will be submitted in the English language only.

- a) The contractor(s) shall submit a revision whenever engineering changes and/or modifications occur which add to, delete from, or modify previously submitted Technical Support Data (including changes to manufacturer's part numbers).
- b) When TSD documents are prepared by a contractor other than the OEM, the preparer shall be identified by their company's name, address, telephone number and point of contact.
- c) The TSD documentation consists of a bill of materials/list of all repair parts, assemblies and subassemblies, special tools and test equipment required to maintain, repair or overhaul the equipment/components as specified by an illustrated parts breakdown.

The documentation shall include at a minimum the following technical data for each individual part, assembly and subassembly for the equipment/components specified:

- OEM's part number
- OEM's Commercial and Government Entity (CAGE) code (if no CAGE is available, provide OEM address, description and the telephone number)
- OEM's drawing that identifies the part (illustrated parts breakdown).
- Characteristic/name plate data/certification data for the end item and all equipment
- Item name
- Reference Symbol Number (for Electronic Provisioning only)
- Production lead time (if known)
- Unit of issue
- Unit price
- Unit of measure

- All shipments MUST include the Vessel name and Requisition Number and/or the Contract Number on the shipping package label.

C. Delivery of Technical Documents:

Electronic copies shall be emailed to [MSCTechLibrary@navy.mil](mailto:MSCTechLibrary@navy.mil)

Hardcopies/CDs shall be mailed to: MSC Technical Library  
9276 Third Ave  
Norfolk, VA 23511-2914

**2.4.4 Shipping**

The price associated with shipping these parts are to be included in the price of the Parts.

Contractor will be required to identify estimated part delivery lead-time in Exhibit A for planning purposes. Part delivery lead-time is defined as number of days from day of award of any Task Order/Delivery Order (TO/DO) to delivery day at any designated location defined in the associated TO/DO. Actual delivery days will be identified in the associated TO/DO PWS and negotiated (if applicable) prior to award of the TO/DO.

For CONUS shipments:

- There are multiple nationwide locations that Parts will be shipped that will be defined in each individual TO/DO.

For all OCONUS shipments:

- The Parts or Equipment is to be shipped to the East Coast (W-143 Norfolk, VA) or West Coast (BATS San Diego, CA) location as defined in TO/DO and the Government will be responsible for shipping overseas. The Contractor will not be financially responsible for shipping overseas.

A penalty will be applicable in accordance with the QASP if the contractor fails to meet issued TO/DO defined delivery dates for CONUS or OCONUS orders. A penalty will not apply if delivery dates are not met due to a Government fault for shipments.

A. Special Delivery Surcharge

Special delivery surcharge applies for each instance in which the delivery date requested by the Government falls on a Saturday, Sunday, or local holiday. Local holidays shall be limited to those holidays officially recognized by the national Government for the specific country involved.

**B. Expedited Delivery Surcharge**

The Contractor shall expedite delivery as specified within the DO, when the Government requires the supplies to be delivered via fast available delivery, airfreight, next day delivery, or equivalent.

The Contractor may only collect for expedited and special delivery surcharge in those instances when:

- Expedited delivery OR delivery on a weekend/holiday was requested by the Government for the convenience or benefit of the Government AND
- Expedited delivery OR delivery on a weekend/holiday was successfully completed on the date requested by the Government.

Expedited delivery costs resulting from inadequate local stock inventories or inadequate just-in-time manufacturing/stock management/delivery arrangements, shall be solely from the Contractor's account, provided the Government has provided adequate order lead time.

The Contractor shall not incur any penalties for failure to be able to accommodate requests for special or expedited delivery; however, the Contractor will remain liable and held to make the standard delivery timeframe outlined in the awarded TO/DO.

**2.5 Remote Technical Support**

As part of the base contract, Contractor shall provide remote technical support. Remote technical support may consist of either phone consultation, E-mail inquiries, or fax during normal business hours (0800 East Coast – 1700 East Coast). For all forms of technical support where a shipboard visit is not required, the Program Manager (PM) shall acknowledge the request and his/her understanding of the request, within 12 hours of the Government's submission of the request. The Contractor shall provide recommended initial technical corrective action directly to MSC within 48 hours of the request. Configuration Management Support.

As part of the base contract, the Contractor is to assist MSC with the management of the hardware and software configuration of the equipment listed in Section 2.0. The Government will provide copies of the master system technical manuals and drawings for the equipment listed in Section 2.0 to the Contractor, upon contract award. The Contractor shall maintain these baseline configuration documents up to date with installed configuration changes. The master manual and drawings will be held at MSC.

Any hardware or software changes will be accomplished via the MSC T-ALT Process. See PWS Section 8.3.

**2.5.1 Software Configuration Management**

The Contractor is to manage the configuration of any software associated with the equipment listed in Section 2.0, including proprietary software. Within 7 days of contract award, the Contractor is to provide a list of the software that is being managed (including which version is currently installed) to meet this requirement.

The Contractor is to develop a Software Configuration Management (CM) plan that describes the Contractor's approach to software configuration management including:

- Software Development & Support Environments
- Software Tools
- Software Libraries
- Software Code Releases
- Software Records
- Subcontractor software CM Controls
- Software Audits

The Contractor is to provide Software Configuration Management support for equipment listed in Section 2.0 above, in accordance with the Software CM Plan developed.

The Contractor is to be responsible for holding the master copies of the software and software CM above and maintaining these baseline configuration documentation copies current with equipment software configuration changes.

## **2.6 Logistics Support Services**

As part of the base contract, the contractor shall provide necessary product line expertise and information necessary to support the development, updating, and revision of various Navy logistics products, including:

- Configuration management and associated Allowance Parts Lists (APLs)
- Parts and sub-assembly provisioning
- Technical manuals
- Technical support data
- Planned maintenance system (PMS) procedures
- Maintenance standards
- Drawings
- Parts list
- Parts stocking and availability

## **2.7 List of Obsolescence**

As part of base contract, Contractor shall provide a list of obsolescence. The Contractor is to provide a list of all obsolete or plan to be obsolete equipment, parts, hardware, and/or software associated with equipment listed in Section 2.0 on an annual basis. The list shall include obsolete part number, description, system, recommended plan of action, impact, and new part number if applicable. Obsolescence includes change of part number, and/or no longer supplied, supported, or serviced by the contractor. The contractor will provide updates to the list throughout the term of the contract as they occur. See PWS section 5.7 for additional information and deliverables.

## **2.8 Training**

On a TO/DO basis, Contractor shall provide training services. Government may also request customized training for systems applicable to MSC. Customized training details would be defined in the TO/DO. Training required by the government will have a delivery order issued prior to any attendance for the training.

The Contractor is to provide a list of upcoming or customized training applicable to MSC. See PWS section 5.6 for additional information and deliverables.

### **2.8.1 T-AO 205 Class Controls and Automation**

The Contractor is to provide T-AO 205 Class Controls and Automation training in a shore based facility. It is anticipated that the Contractor will be required to provide up to four (4) training course each year. The courses will be a maximum of five days in length (Monday through Friday) and up to ten (10) MSC employees will be able to attend each training class. The Contractor is to develop a syllabus, provide course material, laboratory equipment to including a representative automation system. MSC will review and approve the syllabus. It is anticipated the syllabus will cover:

- Electric plant system controls including power system overview, load sharing, power system configuration, operating modes, power limitation systems, blackout recovery, switchboard operation and maintenance, and harmonic filter operation.
- Main propulsion systems including control modes, control locations, master/slave converter arrangements and global master, drives, drive faults, emergency control modes, power control modes, and power limitation and blackout prevention.
- MCCS Systems including overview, networks, redundancy, mimics, alarms, operating principles, safety systems, engineer watch call system, procedures for software reloading using maintenance laptops and stored software programs in the event of hardware failure and/or replacement, setting up and monitoring trends, data historian, and system diagnostics.

### **2.8.2 T-AKE Class Refrigeration and OP Station**

The Contractor is to provide T-AKE Class Refrigeration and OP station training onboard the vessel at a government or contracted port onboard the vessel designated in the TO/DO. It is anticipated that the Contractor will be required to provide up to fourteen (14) training courses each year. The courses will be a maximum of two days in length and up to ten (10) MSC employees will be able to attend each training class. The Contractor is to develop a syllabus and provide course material. MSC will review and approve the syllabus. It is anticipated the syllabus will cover:

- Operation and navigation of the STALELECTRONIC 2200 or replacement system including training on how to re-install OP Station control software and install/load/reboot a system.
- Refrigeration system including controls, modes, control locations, master/slave converter, operation principles, setting up and monitoring trends, and system diagnostics.

### **2.9 Industrial Control System (ICS) Cybersecurity Services Support.**

The contractor shall conduct an annual review of ICS network security status, including maintenance laptops as applicable, IAW NIST SP-800-82r2 and DHS Defense-in-Depth strategies and make recommendations for ICS enclave cybersecurity improvements upon receipt of a task order. The Contractor shall compile a report to document review data and associated recommendations. Review shall include, but not limited to, the following:

- ICS security architecture and topology as compared to established baseline. Document all system changes
- Network segmentation and segregation design effectiveness
- Boundary/perimeter and port security (physical and logical)
- Unauthorized system administrator account identification
- System and network traffic logs for anomalies (system event & alarm, firewall, antivirus, etc.)
- Firewall placement, configuration, and rule set effectiveness (inbound and outbound)
- System component and field device bios and/or firmware updates
- Server, HMI PC, and Maintenance Laptop system OS updates (builds, patches)
- New single point of failure items
- Redundancy, fault tolerance, and controlled degradation design effectiveness

## **3.0 RATE TABLE**

### **3.1 Labor Rates**

Exhibit A lists a variety of Contractor labor rates that are implemented into this contract. These rates are to be fully burdened and firm-fixed-price.

Exhibit A includes estimated quantities of hours. Actual ordered amounts may be higher or lower.

### **3.2 Parts**

Exhibit A lists a variety of Contractor parts pricing that are implemented into this contract. These rates are to be fully burdened and firm-fixed-price.

Exhibit A includes estimated quantities of parts. Actual ordered amounts may be higher or lower.

### **3.3 Standard Work Items**

Exhibit A lists a variety of Contractor Standard Work Items for pre-negotiated pricing that are implemented into this contract. These rates are to be fully-burdened and firm-fixed-price.

Exhibit A includes estimated quantities of Standard Work Items. Actual ordered amounts may be higher or lower. Details regarding each standard work item are in Enclosures listed in section 9.

### **3.4 Training**

Exhibit A lists Training of Government personnel for Contractor(s) pre-negotiated pricing that are implemented into this contract. These rates are to be fully-burdened and firm-fixed-price.

If applicable, the firm-fixed-price in Exhibit A of the training shall include:

1. All training materials required to accomplish the training
2. All equipment necessary to present training

Exhibit A includes estimated quantities of trainings. Actual ordered amounts may be higher or lower.

#### **4.0 TRAVEL**

Contractor(s) shall submit a firm-fixed-price for travel for the reasonable, allowable, and allocable total cost of transportation, lodging, meals and incidental expenses only to the extent that they do not exceed on a daily basis the maximum per diem rate in effect at the time of travel as set forth in the DOD Joint Travel Regulations located at <https://secureapp2.hqda.pentagon.mil/perdiem/>. The cost may not include handling charges, general and administrative cost, overhead, profit or any other indirect cost.

Each task order that requires travel will require the Contractor to submit with their quote, a firm-fixed-price for travel costs associated with that task order.

The Contractor is responsible for making all needed arrangements for its personnel. This includes, but is not limited to, the following:

- Medical Examinations
- Immunizations
- Passports, Visas, etc.
- Security Clearances
- Country Clearances

Note: Travel to the Philippines will require a “9A Special” visa.

#### **5.0 DELIVERABLES**

##### **5.1 Kick-Off Meeting (Associated CDRL: 001 Kick – Off Meeting)**

A kick-off meeting may be required for certain TO/DOs as stated in the TO/DO or otherwise requested by the KO.

The meeting may be held within three (3) business days after TO/DO award.

The Contractor shall contact the PPE, CHENG, COR, and KO and arrange a mutually agreeable time and place to meet (teleconference is acceptable) for the purpose of discussing the requirements and details of the work.

The Contractor shall create a set of meeting minutes, to be signed by both MSC and the contractor, reflecting all matters discussed during the kick-off meeting. Meeting minutes shall be provided to the PPE, CHENG, and KO within three (3) business days after conclusion of the kick-off meeting.

##### **5.2 Post Overhaul Report (Associated CDRL: 002 Post Overhaul Report)**

Post Overhaul Report is to be provided for ALL rendered services within 10 days of services being complete - exemption would be for parts only orders and training. Upon completion of each technical support effort, the technical representative shall obtain job final sign-off from cognizant MSC personnel prior to departing the job site.

The vessel's Chief Engineer and/or Port Engineer are the primary Points of Contact for job final sign-off, but may delegate this duty when necessary. A copy of final sign-off shall be provided in the Post Overhaul Report. The contractor shall prepare and submit a written report of maintenance performed and noted equipment conditions. The contractor shall utilize Contractor's standardized form. The report shall be submitted in electric format from the Contractor to the principle port engineer (PPE), the Ship's Chief Engineer (CHENG), Contract Representative (COR), and Contracting Officer (KO). The report shall include vessel name, location, service date(s), technical representative name(s), TO/DO #, summary of work complete, summary of condition, and acknowledgement of work completion and condition by cognizant MSC personnel.

##### **5.3 Tasking Spreadsheet (Associated CDRL: 003 Tasking Spreadsheet)**

On an as needed basis, the Government may request Contractor to provide a tracking spreadsheet in Microsoft Excel format listing each TO/DO and the associated deliverables. The spreadsheet maybe updated every month and sent to the COR/KO. The task tracking spreadsheet maybe updated upon initiation and completion of each TO/DO. The spreadsheet is to contain at a minimum, the Period of Performance of each TO/DO, a description of each TO/DO, and the percentage of each requirement completed under each TO/DO.

**5.4 List of Required Parts/Kits/Tools/Equipment/Assistance (Associated CDRL: 004 List of Required Parts/Kits/Tools/Equipment/Assistance)**

As part of a TO/DO proposal, provide a detailed list of parts, kits, tools, equipment, and/or industrial assist that shall be provided by the government or third-party to perform TO/DO. Be specific in the parts, kits, tools, equipment, manpower, rigging, and access required for each instance so that the PPE can plan to accommodate the necessary industrial support. The Contractor shall provide and bring onboard prior to beginning any service the typical spare parts, tools, and equipment needed for repair. If government furnished tools are to be provided, the contractor shall identify required tools in provided list and quote the necessary parts for calibration and repair prior to moving forward with maintenance. This is to alleviate any delays in the maintenance overhaul for the government and contractor. List of Required Tools/Equipment are to be submitted to the KO, COR, and PPE for the TO/DO.

**5.5 Condition Found Reports (Associated CDRL: 005 Condition Found Reports)**

See PWS section 8.5 for details.

**5.6 Trainings Available (Associated CDRL: 006 Trainings Available)**

Within 30 days of contract award and then annually, Contractor is to provide a list of upcoming or customized training applicable to MSC. The list should including training descriptions, locations, dates, and cost. Locations of the training course can be CONUS and OCONUS. The list shall be sent to the COR and KO.

**5.7 Documentation (Associated CDRL: 007 Documentation)**

As part of TO/DO deliverable, documentation is to be provided for equipment, assembly, or system procured. Documentation to be in accordance with Section 2.4.3 and delivered as defined in Section 2.4.3.C.

**5.8 List of Obsolescence (Associated CDRL: 008 List of Obsolescence)**

Within thirty (30) days of contract award, within five (5) business day of identifying a new item(s) have become obsolete, and then annually, the Contractor is to provide a list of all obsolete or plan to be obsolete equipment, parts, hardware, and/or software associated with equipment applicable to MSC on an annual basis. The list shall include obsolete part number, description, system, recommended plan of action, impact, and new part number if applicable. Obsolescence includes change of part number, and/or no longer supplied, supported, or serviced by contractor. Provide the list of obsolescence to KO and COR.

**5.9 Service Bulletins and/or OEM recommendations (Associated CDRL: 009 Service Bulletins and/or OEM recommendations)**

Within 30 days of contract award and then as released, Contractor is to provide the most recent service bulletins and/or OEM recommendations for all systems applicable to MSC. Service bulletins and/or OEM recommendations are to be delivered as defined in Section 2.4.3.C and notification to COR and KO.

**6.0 PERSONNEL QUALIFICATIONS**

**6.1 Personnel Requirements**

The contractor shall provide qualified personnel defined in Section 3.1 to perform all contract work and services within specified periods. The contractor shall warrant that personnel performing any work under the contract are fully qualified to perform any services rendered such as engineering or services.

Contractor personnel performing under this contract shall be:

- Able to visit overseas locations, unless local service technicians are available and approved by the COR to perform the required effort.
- Capable of obtaining clearance to access the ships.
- Able to read, write, speak, and understand English fluently.

Additional Contractor personnel requirements are as follows:

- The Contractor shall designate an individual as the Program Manager (PM) with complete authority to decide all technical matters connected with this contract, and is readily available to the government to discuss solutions or disputes regarding performance or issues on the deck plate. . The contractors(s) shall

designate at least one Assistant PM as an alternate manager with the authority to act as and on behalf of the PM in the event of the absence or incapacity of the designated PM. The contractor shall advise the KO, in writing, which specific persons have the decision-making authority described herein. The Program Manager (PM) or single point of contact shall have experience with working in the shipyard environment and have extensive knowledge of the equipment listed in Section 2.0.

- Contractor shall provide Technical Services Representatives to meet historical demands of support for services. Technical Services Representatives shall meet OEM standards to service equipment listed in Section 2.0 and fully qualified in accordance with MSC authorized standards.

## **6.2 Personnel in Training Status**

The Contractor is not to use apprentices to perform any of the required services unless the apprentice performs all work under the close supervision of a qualified service representative. Any work performed by an apprentice is to be minimized as the purpose of their presence onboard is for training. The contractor is responsible for all work performed by an apprentice. The full cost associated with trainee efforts shall be borne by the contractor and shall not be charged to this contract or TO/DO.

## **7.0 CONTRACT INFORMATION**

### **7.1 Contract Type**

This will be an IDIQ contract with firm-fixed-price TO/DOs. Under this type of contract, no work may be performed until directed by a TO/DO. Electronic mail and facsimile are acceptable forms of transmission for all TO/DOs, modifications, and correspondence issued under this contract. TO/DOs may be issued via written authorization through email; however, these orders will be followed up with a formal TO/DO within seven (7) business days under normal circumstances.

### **7.2 Place of Performance**

Contractor is required to perform the work as ordered onboard MSC vessels unless shop work is authorized, necessary, and/or required. Vessels will be either moored at a Government Facility, located in a Commercial Repair Facility, or underway. In most cases, the contractor will have to perform work aboard the vessel while the vessel is in a commercial repair facility. The work will be required to be performed in various CONUS and OCONUS locations. Typical places of performance include, but are not limited to the following: Boston MA; Philadelphia, PA; Norfolk, VA; Charleston, SC; Seattle, WA; Portland, OR; San Francisco, CA; San Diego, CA; Honolulu, HI; Guam; Subic Bay, Philippines; Singapore; Yokosuka, Japan; Sasebo, Japan; Bahrain; Jebel-Ali, United Arab Emirates; Duqm, Oman; Naples, Italy; and Rijeka, Croatia.

### **7.3 Period of Performance**

The total period of performance includes a five (5) year ordering period and a six (6) month option period in accordance with FAR 52.217-8.

### **7.4 Performance Standards**

This is a Performance Based Contract in accordance with FAR 37.6. The PWS provides specific requirements to accomplish the work. Contractor(s) shall be evaluated on ability to provide quality deliverables in an efficient manner. The Government shall monitor the contractors' performance under this contract using the Quality Assurance Surveillance Plan (QASP) developed by the Government (Exhibit B).

### **7.5 Authorized Changes Only by the Contracting Officer**

Except as specified in paragraph below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with contractor(s) personnel during the performance of this contract shall constitute a change under the changes clause of this contract.

The contractor(s) shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the KO, or is pursuant to specific authority otherwise included as a part of this Contract.

The KO is the only person authorized to approve changes in any of the requirements of this Contract and notwithstanding provisions contained elsewhere in this Contract, said authority remains solely the KO's.



Subcontracting Arrangements - Contractor(s) shall identify any subcontracting arrangements in each Task Order quote. MSC reserves the right to approve or disapprove any potential subcontractor(s).

#### **7.6 Designation of Contracting Officer's Representative**

The following individual is appointed as Contract Officer's Representative under this Contract:

Name: TO BE PROVIDED AT AWARD

Address: TO BE PROVIDED AT AWARD

Telephone Number: TO BE PROVIDED AT AWARD

The COR will represent the KO in the administration of technical details within the scope of this contract and will perform inspection and acceptance of all deliverables. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the KO or the Government. The COR does not have the authority to alter the contractor's obligations or change the specifications in the contract or issue Task Orders or Delivery Orders. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the KO. The COR is responsible for reviewing the invoices submitted by the contractor(s) and informing the KO of areas where exceptions are to be taken. The COR authority is non-delegable. The COR may be personally liable for unauthorized acts.

#### **7.7 Contractor Performance Appraisal Reporting System**

Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the Contractor's performance information on a given contract during a specific period of time.

Additional information is available at <http://www.cpars.navy.mil/>.

The contractor will receive notification via email when a CPARS evaluation has been completed and is available for review and comment on any element of the proposed rating before that rating becomes final. Within 30 days after contract award, the contractor shall provide the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any CPARS evaluation developed under the contract to the CPARS focal point via e-mail (Valerie.watkins@navy.mil). If, during the life of this contract the company individual(s) are replaced, the substituted individual's information (contractor, the name, title, e-mail address and telephone number) will be provided to the CPARS focal point within 30 days of the replacement.

Performance will be evaluated in the CPARS basis on an annual basis. This annual evaluation will take into account performance of all TO/DOs awarded under during the evaluation time period.

### **8.0 GENERAL INFORMATION**

#### **8.1 Holidays**

The holidays applicable to this contract are as follows:

New Year's Day -----	01 Jan
Martin Luther King Day -----	Third Monday in January
President's Day -----	Third Monday in February
Memorial Day -----	Last Monday in May
Juneteenth -----	19 June
Independence Day -----	4 July
Labor Day -----	First Monday in September
Columbus Day -----	Second Monday in October
Veteran's Day -----	11 November
Thanksgiving Day -----	Fourth Thursday in November
Christmas Day -----	25 December

#### **8.2 Trans-Alteration (T-ALT)**

T-ALTs are defined as a newly modified component or equipment. T-ALTs are other than routine maintenance, swapping like for like components or grooming equipment. While conducting technical refresh of obsolete equipment, at no time will newly engineered or otherwise modified components or equipment be installed onboard without prior T-ALT approval. Engineering, drafting, building, or anything other than actual installation onboard an

MSC vessel may not be conducted. All newly designed or engineered equipment must be fully vetted through MSC T-ALT Process before installation permission is granted. The T-ALT process is managed by MSC Engineering (N7). MSC Engineering, not contractor(s), is to be the only entity that is eligible for submitting Engineering and/or Engineered Changes to Class (ABS) and Flag (USCG) for approval. After being fully vetted through MSC's T-ALT process, only then can the changed, engineering or otherwise modified component or equipment be approved for install. No T-ALTs shall be performed unless authorized by a warranted KO through issuance of a TO/DO.

### **8.3 Condition Found Reports (CFR)**

The contractor is to submit the results of all in-port corrective maintenance including equipment inspections, functional tests, electrical tests, and any abnormal conditions found during the course of in-port maintenance in a CFR. The CFR could also contain information requiring a timely decision by MSC to either correct the abnormal condition affecting timeline or note the condition for resolution during future maintenance periods. This information can also be "informational only", such as test results.

Upon discovery of the abnormal condition the contractor is to notify the PPE immediately by verbal command either by email, phone call or in person, no later than the morning the day after the discovery.

The contractor shall submit a CFR as soon as possible upon discovery of an abnormal condition but no later than three (3) business days after the condition was found. While in the shipyard, Weekends and Holidays are considered Business Days. CFR are to be submitted to the COR and PPE for the TO/DO.

CFR Reports are to be submitted in contractor format but shall contain the following information:

- Date
- Contractors Name
- Technical Representative Name
- Vessels Name
- Contract #
- TO/DO#
- "As Found" condition
- Solutions to "as found" condition

### **8.4 Standards of Workmanship**

Unless otherwise specifically required for within this contract, the quality of all services provided shall conform to the highest standards in the relevant profession trade by fully qualified individuals in their field of endeavor including ABS, IEEE, ASTM, ANSI, NFPA, National Electrical Safety Code (NESC), Occupational Safety Hazards (OSHA), UNITED STATES COAST GUARD (USCG) Navigation and Vessel Inspection Circulars (NVICs), as applicable. All services shall be rendered by individuals fully qualified in the relevant profession, trade, or field. The required obtainment and maintenance of any license required by law are also required by the terms of this contract. ONLY Qualified personnel, as defined in 29 CFR 1910.331(a), shall accomplish all services.

### **8.5 Data Rights**

The contractor(s) shall not deliver or otherwise provide to the Government technical data or computer software, to include the deliverables under the Contract, with restrictions, including those as to use, modification, reproduction, and transfer, or with restrictive markings.

At any and all times, the contractor(s) agrees to promptly provide to the Government at no additional cost such documents, codes or other materials and information that are necessary to permit the Government's full enjoyment of its rights in the deliverables as described above.

### **8.6 Subcontractor(s)**

The Contractor must notify and gain approval from the KO in conjunction with the PPE if they intend to utilize subcontractor(s) or subsidiaries to complete the TO/DO regardless of Tier for specialty tasks, jobs or work to include: engineering services, technical services, other services, and/or parts. This contract is to cover all possibilities of outsourcing to subcontractor(s) and/or outside contractor(s) as long as its supports OEM equipment.

### **8.7 Facility and Vessel Access**

#### **8.7.1 Facility Access**

The contractor(s) are hereby advised that some MSC ship overhauls may take place at facilities where a visitor security clearance may be required. Therefore, the Government reserves the right to request any appropriate information concerning contractor personnel as necessary to provide a security check and/or clearances to enter such facilities. All costs associated with facility access shall be from the contractor's account.

#### **8.8 Licenses, Permits, and Precautions**

The Contractor shall, at the Contractor's expense, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of work. Further, the Contractor is responsible to ensure that proper safety and health precautions are taken to protect the work, the workers, the public, and the property of others.

#### **9.0 List of Enclosures**

- 1 Work Item (WI) 519 Refrigeration Compressor Safety Valve Test (5YR)
- 2 Work Item (WI) 525 Cargo Reefer Compressor Overhaul (20KHRS)
- 3 Work Item (WI) 802 Air Conditioning Plant Compressor Overhaul (30KHRS)
- 4 Work Item (WI) 812 Expansion Joint

### 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
1001	Destination	Government	Destination	Government

### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-MAR-2023 TO 29-FEB-2028	N/A	N/A FOB: Destination	
1001	POP 29-FEB-2028 TO 28-AUG-2028	N/A	N/A FOB: Destination	

### CLAUSES INCORPORATED BY REFERENCE

52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements--Representation	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts)	OCT 2016
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Products and Commercial Services (NOV 2021) Alternate I	OCT 2014
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
52.212-4 Alt I	Contract Terms and Conditions--Commercial Products and Commercial Services (NOV 2021) Alternate I	NOV 2021
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements--Commercial Acquisition	NOV 2021
52.216-32	Task-Order and Delivery-Order Ombudsman	SEP 2019
52.216-32 Alt I	Task-Order and Delivery-Order Ombudsman (Sept 2019) Alternate I	SEP 2019
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic Preference For Certain Domestic Commodities	DEC 2017
252.225-7012	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	DEC 2017
252.225-7052		OCT 2020
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	FEB 2019

## CLAUSES INCORPORATED BY FULL TEXT

### 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ( ) has ( ) does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

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

### SUBMISSION PACKAGE –

Proposals shall be submitted via electronic mail prior to the solicitation closing date and time to:

[christopher.s.ward1.civ@us.navy.mil](mailto:christopher.s.ward1.civ@us.navy.mil) and [kasie.h.samaniego.civ@us.navy.mil](mailto:kasie.h.samaniego.civ@us.navy.mil)

Submission of proposals will be considered affirmation that the offeror agrees to all terms and conditions as stated in the solicitation. Furthermore, proposal submissions will be considered confirmation on the offeror's part that all requirements set forth in the Performance Work Statement can be fulfilled.

Only the proposal submitted in response to this solicitation will be evaluated. Offerors should make certain that their proposal is complete with regard to the information provided. Data previously submitted, or presumed to be know, will not be considered in the evaluation unless that information is contained in the proposal.

Technical and Past Performance submissions will not be accepted as part of an offeror's proposal submission. Offeror's shall ensure all proposals only include the six (6) items listed below, and not include any additional information, inclusive of contractor terms and conditions, which cannot be accepted by the Government.

Proposals shall contain the following:

- 1) Price Proposal
- 2) Fully Executed NDA
- 3) Small Business Subcontracting Plan, Commercial Plan, or Waiver
- 4) Signed SF 1449 and Amendments (if applicable)
- 5) Proposal Cover Letter detailed in accordance with the criteria detailed below.
- 6) Authorized Distributor/Service Provider Letter certified by OEM (if other than OEMs: Trident Maritime Systems LLC (TMS) or Johnson Controls Inc. (JCI) Sweden.)

Price Proposal – Offerors shall complete the Rate Table attachment, to be submitted as their price proposal. No additional markups, fees, or additional charges shall be included on the proposal offered. Such inclusions will render a price proposal un-awardable. Please note that the labor rates established at the time of contract award will be utilized for both firm-fixed-price and time-and-material/labor-hour type orders. Accordingly, there are three (3) tabs on the pricing spreadsheet: tab 1) for firm-fixed-price labor rates, tab 2) T-AO205 parts required, and tab 3) T-AKE parts required. Pursuant to FAR 16.601(c)(2), fixed hourly rates proposed for the purpose of labor-hour orders shall include all wages, overhead, general and administrative expenses, and profit. Offerors shall familiarize themselves

with the requirements of FAR 16.601 to ensure they have an adequate understanding of the requirements surrounding labor-hours at the time of proposal, as they will be held to these standards upon contract award.

The Offeror's total proposed price shall represent the ceiling for orders placed during the total ordering period. In the event of multiple awards, this ceiling will be shared amongst all contract holders.

Proposed Cover Letter – Offeror shall submit a cover letter with the following information:

The first page of the proposal must show–

- The solicitation number;
- The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

Authorized Distributor/Service Provider Letter – If Offeror is non-OEM, the Offeror shall provide a signed proof/verification from the OEM delineating that said Offeror is a certified parts and/or service provider. The proof/verification shall also include the following: Company's Name, Cage Code, DUNS Number, Tax ID Number, Printed Name, Title and Signature of signee.

All Offerors shall be an OEM, authorized dealer, authorized distributor and/or authorized service provider for the proposed supplies and service. Failure to provide an authorization letter will result in removal from consideration for award.

Questions:

Questions regarding this solicitation shall be submitted by email to the above listed recipients. No verbal questions will be accepted. All questions shall be received by the aforementioned MSC Contracting personnel no later than 12:00 PM EST; 15 calendar days prior to the solicitation closing date.

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

Due to the limited source nature of this procurement, and in accordance with FAR 15.002(a), the Request for Proposal for this requirement has been tailored to remove unnecessary information and requirements such as evaluation criteria and voluminous proposal preparation instructions. Because of the OEM limited source nature of this requirement, there will not be an evaluation of technical proposals. Furthermore, Past Performance will not be evaluated in accordance with FAR 15.304(c)(3)(iii).

(a) The Government will award a contract resulting from this solicitation to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1) Price - Due to the limited source nature of this procurement, price will be the primary factor evaluated. Contract award will not be made unless the proposed pricing can be determined fair and reasonable. Price analysis techniques will be used to determine the reasonableness of the proposed price/rates to the Government..

2) Small Business Subcontracting Plans, or Commercial Plans, will be accessed for acceptability. For large businesses, the Government will evaluate the Small Business Subcontracting Plan in accordance with FAR 52.219-9. Failure to submit and negotiate a subcontracting plan acceptable to the Contracting Officer will make the Offeror ineligible for award of a contract. All personnel and subcontracting personnel needs to be qualified at all times when it comes the requirements set forth in the PWS.

Award will be made to all offerors who are OEM's or provide an authorized distributor/service prover letter and who submit a fair and reasonable price proposal, with an acceptable Small Business Subcontracting Plan or Commercial Plan. The intent is to award at least one (1) contract to offeror(s) who meet the criteria established above; no tradeoffs will be contemplated amongst price and non-price factors. Once these things are established, the government will establish a ceiling price for the contract at the award stage.

(b) Options. Options are applicable to this acquisition. If determined to be a need of the Government the option may be exercised under FAR 52-217-8 Option to Extend Services.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

XX (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).



XX (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

XX (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-6.

\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-7.

XX (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

XX (ii) Alternate I (NOV 2016) of 52.219-9.

\_\_\_ (iii) Alternate II (NOV 2016) of 52.219-9.

\_\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.

\_\_\_ (v) Alternate IV (SEP 2021) of 52.219-9.

\_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-13.

\_\_\_ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).

XX (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

XX (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.

\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).

\_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).

\_\_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

\_\_\_\_ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

XX (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

XX(28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).

XX (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

XX (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

\_\_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.

XX (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.

XX (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

\_\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.

XX (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

XX (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

XX (36) 52.222-54, Employment Eligibility Verification (NOV 2021). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

\_\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_\_ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.

\_\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

\_\_\_\_ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-16.

XX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_\_\_ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_\_ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

\_\_\_\_ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_\_ (48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).

\_\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_\_ (ii) Alternate I (JAN 2021) of 52.225-3.

\_\_\_\_ (iii) Alternate II (JAN 2021) of 52.225-3.

\_\_\_\_ (iv) Alternate III (JAN 2021) of 52.225-3.

\_\_\_\_ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

\_\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

XX (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

\_\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

\_\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

\_\_\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

\_\_\_\_ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_\_ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

\_\_\_\_ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

\_\_\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).  
 \_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (NOV 2021) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).  
 (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations. (End of clause)

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the current micro threshold, unless agreeable by both parties. The Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor -
- (1) Any order for a single item in excess of \$50M;

(2) Any order for a combination of items in excess of \$50M; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 12 months following the last day of the ordering period.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 Days** (the period of time within which the Contracting Officer may exercise the option).

(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 30 Days (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 30 Days days 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 August 28, 2028.

(End of clause)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS--NOTICE AND REPRESENTATION (JUN 2020)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means--

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if--

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue



Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that--

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates ``is" in paragraph (d)(1) of this provision, then the Offeror represents that--I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then--

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects ``is" in paragraph (d)(1) and ``partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

#### 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any

equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

## 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

### (a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that-

(1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);

(2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and

(3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, if necessary.

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to [webpmsmh@navy.mil](mailto:webpmsmh@navy.mil) for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

## 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)

(a) Definitions.

Aviation critical safety item means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause--

(i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;

(ii) An unacceptable risk of personal injury or loss of life; or

(iii) An uncommanded engine shutdown that jeopardizes safety.

Design control activity. (i) With respect to an aviation critical safety item, means the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and

(ii) With respect to a ship critical safety item, means the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be used.

Ship critical safety item means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause--

(i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or

(ii) An unacceptable risk of personal injury or loss of life.

(b) Identification of critical safety items. One or more of the items being procured under this contract is a ship critical safety item. The following items have been designated ship critical safety items by the designated design control activity:

Critical Ship Systems and Equipment.

Ship Critical Safety Items: Any ship part, mission system, equipment, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause a catastrophic or critical failure resulting in loss of or serious damage to the ship; or unacceptable risk of personal injury or loss of life. Those ship critical safety items include:

(1) Main Propulsion Diesel Engines/Main Propulsion Motors/Gas Turbine Engines.

(2) Ship Service Diesel Engines/Ships Service Turbine Generators.

(3) High Pressure/Low Pressure Propulsion Turbines.

(4) Emergency Diesel Generators.

(5) Propulsion/Machinery Control Systems.

(6) Main Propulsion and Turbine Generator Reduction Gears.

(7) Propulsion Shafting, Bearings and Couplings.

(8) Controllable Pitch Propeller Systems.

(9) Stern Tube Seal Systems.

(10) Steering Gear Control Systems (not hydraulics).

(11) Electronic Chart Display Information System.

(12) Dynamic Positioning (DP2) System.

(13) Fixed Fire Extinguishing Systems/Fire Detection Systems (Note: American Bureau of Shipping "Recognized External Specialist" documentation shall suffice for Fire Extinguishing System qualified service providers).

(14) Oily Water Separator/Oil Content Monitors.

(15) Mission Equipment (Vehicle Ramps; Cargo Cranes; Cargo Hold Water Tight Doors and Ramps) (structural, electronics and hydraulic control systems; not hydraulic components and hoses, and other common components).

(c) Heightened quality assurance surveillance. Items designated in paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative.

(End of clause)

## 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(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 [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.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 [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

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

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

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

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

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

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

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

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed 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)

#### 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.

#### **NOT APPLICABLE**

(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 2in1**

(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 inapplicable 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	<b>N50082</b>
Issue By DoDAAC	_____
Admin DoDAAC**	<b>N62387</b>
Inspect By DoDAAC	<b>N62387</b>
Ship To Code	<b>N62387</b>
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	<b>N62387</b>
Service Acceptor (DoDAAC)	<b>N62387</b>
Accept at Other DoDAAC	_____
LPO DoDAAC	<b>N62387</b>
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

**[MSCHQ\\_WAWF@navy.mil](mailto:MSCHQ_WAWF@navy.mil)**

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

(End of clause)

**Contract Minimum**

The Contract Minimum Guarantee Amount represents the minimum quantity of supplies and service the Government shall order for the life of the contract. This Contract Minimum Guarantee Amount is \$3,500.00

**MAXIMUM CAPACITY**

1) The Contract Maximum Capacity Amount is **TBD** across all multiple award contract holders. *This amount will be provided on contract.*

2) The Contract Maximum Capacity Amount represents the cumulative total dollar maximum value of all orders (inclusive of modifications to those orders) that may be issued under all contract award holders over the entirety of the five (5) year ordering period.

**TO/DO CONTRACT TYPE**

It is anticipated that the majority of Task Orders issued against this IDIQ will be firm-fixed-price.

In some instances, Time-and-Material or Labor-Hour type orders may be issued at the Government's discretion.

This contract type will only be utilized in instances where there is no way, at the time of placing the order, for the Command to accurately estimate the extent or duration of the work or to anticipate associated costs of the requirement.

**List of Attachments**

Attachment 1 – Rate Table

Attachment 2 – Non-disclosure agreement (NDA)

Attachment 3 – Enclosures 1-4

Referenced Contract Data Requirement List (CDRL) 001-009