

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 139	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N6449823Q5011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME THOMAS C. COLETTI				b. TELEPHONE NUMBER (No Collect Calls) 215-897-7589	
						8. OFFER DUE DATE/LOCAL TIME 12:00 PM 15 Nov 2022	
9. ISSUED BY NAVAL SURFACE WARFARE CENTER PHILA CODE 02222, TOM COLETTI 215-897-7586, THOMAS.COLETTI@NAVY.MIL 5001 SOUTH BROAD STREET PHILADELPHIA PA 19112 TEL: 215-897-7586 FAX:		CODE N64498		10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB NAICS: 333923 SIZE STANDARD: 1,250			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO NAVAL FOUNDRY & PROPELLER CENTER THOMAS NEHER 2003 CONSTITUTION AVE. BUILDING 1081 PHILADELPHIA PA 19112 TEL: FAX:		CODE N00151		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE TELEPHONE NO.				18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 139	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section A - Solicitation/Contract Form

RFQ NOTES:

1. This acquisition will be accomplished using Simplified Acquisition Procedures.
2. This acquisition is a 100% Small Business Set Aside. The Small Business Office concurs with the set-aside decision.
3. The Request for Quotation (RFQ) is due on or before 1200 ET, 11/15/2022 and all required documents shall be emailed to thomas.c.coletti.civ@us.navy.mil
4. All questions pertaining to the RFQ shall be emailed to thomas.c.coletti.civ@us.navy.mil no later than 1200 ET, 11/7/2022. Questions received after this time may not be accepted.
5. The contractor shall be registered in System for Award Management (SAM) in order to be eligible for award.

The Contractor shall complete and submit the following information in reference to the RFQ:

1. Complete Standard Form (SF) 1449, "REQUEST FOR QUOTATIONS" Blocks 17, 24, and 30ac.
2. Provide pricing for CLINs 0001 through 0079, located in Section B.
3. Complete all applicable Representations and Certifications located in Section K. If ALL these provisions/clauses have been updated within the last 12 months on SAM.gov, they do not need to be re-filled out on this solicitation UNLESS there are changes.
4. In accordance with L-212-W002 Price Proposal, the contractor shall provide the requested documentation.
5. Include a statement that you are not taking any exceptions to the solicitation, as amended.
6. Specify when your quote expires.

INFORMATION:

The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is requiring contractors to complete NIST SP800-171 Assessment. Therefore, the contractor who will be awarded this contract SHALL have a completed assessment or the contractor will NOT be eligible for an award.

Guidance is contained in the Defense Federal Acquisition Regulation Supplement (DFARS) 252.204-7012, 252.204-7019 and 252.204-7020.

There are also FAQ's and step-by-step instructions located at the following website:

<https://www.sprs.csd.disa.mil/>

GOVERNMENT POINT OF CONTACTS:

CONTRACT SPECIALIST: Thomas Coletti, 445-227-0096, thomas.c.coletti.civ@us.navy.mil

CONTRACTING OFFICER: Andrea Tomeo, 445-444-5334, andreafrances.m.tomeo.civ@us.navy.mil

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Cleaning and Calibration of PCX-01-08 FFP PCX-01-08, Ingersoll-Rand Model #VL2-010-09165, Capacity 1 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-010-09165 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Cleaning and Calibration of PCX-01-11 FFP PCX-01-11, Ingersoll-Rand Model #VL2-010-09164, Capacity 1 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-010-09164 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Cleaning and Calibration of PCX-01-15 FFP PCX-01-15, Ingersoll-Rand Model #VL2-010-09404, Capacity 1 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-010-09404 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Cleaning and Calibration of PCX-01-16 FFP PCX-01-16, Ingersoll-Rand Model #VL2-010-09403, Capacity 1 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-010-09403 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Cleaning and Calibration of PCX-01-20 FFP PCX-01-20, Ingersoll-Rand Model #VL2-010-09383, Capacity 1 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-010-09383 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Cleaning and Calibration of PCX-01-31 FFP PCX-01-31, Ingersoll-Rand Model #VL2-010-09383, Capacity 1 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-010-09383 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Cleaning and Calibration of PCX-01-03 FFP PCX-01-03, Ingersoll-Rand Model #VL2-010-09153, Capacity 1 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-010-09153 PSC CD: 3990	1	Lot		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Cleaning and Calibration of PCX-10-01 FFP PCX-10-01, Ingersoll-Rand Model #VL2-010-01621, Capacity 10 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-010-01621 PSC CD: 3990	1	Lot		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Cleaning and Calibration of PCX-10-02 FFP PCX-10-02, Ingersoll-Rand Model #VL2-010-01526, Capacity 10 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-010-01526 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Cleaning and Calibration of CM-02-98 FFP CM 4626CF - #S5798XN, Capacity 2 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5798XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Cleaning and Calibration of CM-02-99 FFP CM 4626CF - #S5799XN, Capacity 2 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5799XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Cleaning and Calibration of CM-02-00 FFP CM 4626CF - #S5800XN, Capacity 2 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5800XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Cleaning and Calibration of CM-02-01 FFP CM 4626CF - #S5801XN, Capacity 2 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5801XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Cleaning and Calibration of CM-02-02 FFP CM 4626CF - #S5802XN, Capacity 2 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5802XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Cleaning and Calibration of CM-02-03 FFP CM 4626CF - #S5803XN, Capacity 2 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5803XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	Cleaning and Calibration of PCX-05-03 FFP PCX-05-03, Ingersoll-Rand Model #VL2-050-02072, Capacity 5 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-050-02072 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	Cleaning and Calibration of PCX-05-04 FFP PCX-05-04, Ingersoll-Rand Model #VL2-050-02084, Capacity 5 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-050-02084 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	Cleaning and Calibration of PCX-05-05 FFP PCX-05-05, Ingersoll-Rand Model #VL2-050-02093, Capacity 5 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-050-02093 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Cleaning and Calibration of PCX-05-06 FFP PCX-05-06, Ingersoll-Rand Model #VL2-050-02090, Capacity 5 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-050-02090 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	Cleaning and Calibration of PCX-05-01 FFP PCX-05-01, Ingersoll-Rand Model #VL2-050-02087, Capacity 5 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-050-02087 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	Cleaning and Calibration of PCX-05-02 FFP PCX-05-02, Ingersoll-Rand Model #VL2-050-02073, Capacity 5 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-050-02073 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	Cleaning and Calibration of PCX-08-02 FFP PCX-08-02, Ingersoll-Rand Model #VL2-050-00670, Capacity 8 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-080-0670 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	Cleaning and Calibration of PCX-08-05 FFP Ingersoll-Rand Model #VL2-050-00679, Capacity 8 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-080-0679 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	Cleaning and Calibration of CM-08-09 FFP CM 4626CF - #S5809XN, Capacity 8 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5809XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	Cleaning and Calibration of CM-08-10 FFP CM 4626CF - #S5810XN, Capacity 8 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5810XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	Cleaning and Calibration of CM-08-11 FFP CM 4626CF - #S5811XN, Capacity 8 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5811XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	Cleaning and Calibration of CM-08-12 FFP CM 4626CF - #S5812XN, Capacity 8 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5812XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	Cleaning and Calibration of CM-08-13 FFP CM 4626CF - #S5813XN, Capacity 8 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5813XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	Cleaning and Calibration of CM-08-14 FFP CM 4626CF - #S5814XN, Capacity 8 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5814XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	Cleaning and Calibration of CM-08-15 FFP CM 4626CF - #S5815XN, Capacity 8 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5815XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	Cleaning and Calibration of CM-08-16 FFP CM 4626CF - #S5816XN, Capacity 8 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5816XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	Cleaning and Calibration of HR-1/2-01 FFP Harrington Ser/No. #000012, Capacity 1/2 Ton FOB: Destination MFR PART NR: Harrington Ser/No. #000012 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	Cleaning and Calibration of HR-01-02 FFP Harrington, Capacity 1 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	Cleaning and Calibration of HR-01-03 FFP Harrington, Capacity 1 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	Cleaning and Calibration of HR-01-05 FFP Harrington, Capacity 1 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036	Cleaning and Calibration of HR-01-07 FFP Harrington, Capacity 1 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037	Cleaning and Calibration of HR-01-09 FFP Harrington, Capacity 1 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038	Cleaning and Calibration of HR-01-10 FFP Harrington, Capacity 1 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039	Cleaning and Calibration of HR-01-14 FFP Harrington, Capacity 1 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	Cleaning and Calibration of HR-01-15 FFP Harrington, Capacity 1 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	Cleaning and Calibration of HR-03-01 FFP Harrington, Capacity 3 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	Cleaning and Calibration of HR-03-02 FFP Harrington, Capacity 3 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	Cleaning and Calibration of HR-03-03 FFP Harrington, Capacity 3 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044	Cleaning and Calibration of HR-03-11 FFP Harrington, Capacity 3 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	Cleaning and Calibration of HR-03-05 FFP Harrington, Capacity 3 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0046	Cleaning and Calibration of HR-03-06 FFP Harrington, Capacity 3 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047	Cleaning and Calibration of HR-03-07 FFP Harrington, Capacity 3 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0048	Cleaning and Calibration of HR-03-08 FFP Harrington, Capacity 3 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0049	Cleaning and Calibration of HR-03-15 FFP Harrington, Capacity 3 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0050	Cleaning and Calibration of HR-05-01 FFP Harrington, Capacity 5 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	Cleaning and Calibration of HR-05-02 FFP Harrington, Capacity 5 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	Cleaning and Calibration of HR-05-03 FFP Harrington, Capacity 5 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053	Cleaning and Calibration of HR-05-04 FFP Harrington, Capacity 5 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0054	Cleaning and Calibration of HR-05-05 FFP Harrington, Capacity 5 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0055	Cleaning and Calibration of HR-05-06 FFP Harrington, Capacity 5 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0056	Cleaning and Calibration of HR-05-07 FFP Harrington, Capacity 5 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0057	Cleaning and Calibration of HR-05-08 FFP Harrington, Capacity 5 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0058	Cleaning and Calibration of HR-05-09 FFP Harrington, Capacity 5 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0059	Cleaning and Calibration of HR-05-10 FFP Harrington, Capacity 5 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0060	Cleaning and Calibration of HR-08-01 FFP Harrington Ser/No. #000002, Capacity 8 Ton FOB: Destination MFR PART NR: Harrington Ser/No. #000002 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061	Cleaning and Calibration of HR-08-02 FFP Harrington Ser/No. #000025, Capacity 8 Ton FOB: Destination MFR PART NR: Harrington Ser/No. #000025 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0062	Cleaning and Calibration of HR-10-01 FFP Harrington Ser/No. #000003, Capacity 10 Ton FOB: Destination MFR PART NR: Harrington Ser/No. #000003 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0063	Cleaning and Calibration of HR-10-02 FFP Harrington Ser/No. #000004, Capacity 10 Ton FOB: Destination MFR PART NR: Harrington Ser/No. #000004 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0064	Cleaning and Calibration of CM-05-04 FFP CM 4626CF - #S5804XN, Capacity 5 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5804XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0065	Cleaning and Calibration of CM-05-05 FFP CM 4626CF - #S5805XN, Capacity 5 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5805XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0066	Cleaning and Calibration of CM-05-06 FFP CM 4626CF - #S5806XN, Capacity 5 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5806XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0067	Cleaning and Calibration of CM-05-07 FFP CM 4626CF - #S5807XN, Capacity 5 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5807XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0068	Cleaning and Calibration of CM-05-08 FFP CM 4626CF - #S5808XN, Capacity 5 Ton FOB: Destination MFR PART NR: CM 4626CF - #S5808XN PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0069	Cleaning and Calibration of HR-30-01 FFP Capacity 30 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0070	Cleaning and Calibration of HR-30-02 FFP Capacity 30 Ton FOB: Destination MFR PART NR: Harrington PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0071	Cleaning and Calibration of PCX-01-05 FFP Ingersoll-Rand Model #VL2-010-09166, Capacity 1 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-010-09166 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0072	Cleaning and Calibration of PCX-01-13 FFP Ingersoll-Rand Model #VL2-010-09407, Capacity 1 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-010-09407 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0073	Cleaning and Calibration of PCX-01-18 FFP Ingersoll-Rand Model #VL2-010-09459, Capacity 1 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-050-09459 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0074	Cleaning and Calibration of PCX-1/2-2 FFP Ingersoll-Rand Model #VL2-005, Capacity 1/2 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-005 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0075	Cleaning and Calibration of PCX-05-08 FFP Ingersoll-Rand Model #VL2-050-02096, Capacity 5 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-050-02096 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0076	Cleaning and Calibration of PCX-08-04 FFP Ingersoll-Rand Model #VL2-050-00665, Capacity 8 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-050-00665 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0077	Cleaning and Calibration of PCX-08-01 FFP Ingersoll-Rand Model #VL2-050-00669, Capacity 8 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-050-00669 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0078	Cleaning and Calibration of PCX-01-32 FFP Ingersoll-Rand Model #VL2-050-10032, Capacity 1 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-050-10032 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0079	Cleaning and Calibration of PCX-01-04 FFP Ingersoll-Rand Model #VL2-050-09158, Capacity 1 Ton FOB: Destination MFR PART NR: Ingersoll-Rand Model #VL2-050-09158 PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0080	Technical Data FFP Technical Data in accordance with Contract Data Requirements List (CDRL): CDRL A001. NOT SEPERATELY PRICED (NSP) FOB: Destination PSC CD: 3990	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0081	Additional Repairs-Not To Exceed FFP This CLIN is an unpriced purchase order in accordance with FAR 13.302-2. All work shall be completed in accordance with Section C, Statement of Work. The Not-To-Exceed (NTE) amount is \$25,086 FOB: Destination PSC CD: 3990	1	Lot		

NET AMT

Section C - Descriptions and Specifications

Statement of Work (SOW) Chain Fall Calibration and Cleaning Services Naval Foundry and Propeller Center

1.0 INTRODUCTION

1.0.1 The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is a Department of Defense entity responsible for research and development, test and evaluation, engineering and fleet support organization for the Navy's ships, submarines, military watercraft and unmanned vehicles. This requirement is for Naval Foundry and Propeller Center (NFPC) who is responsible for the design, manufacture, and repair propellers for the US Navy.

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

1.0.3 Government / Contractor Relationship

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

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

(c) Contractor personnel under this contract shall not engage in any of the inherently Governmental functions listed at FAR Subpart 7.5 or DFARS Subpart 207.5.

(d) Employee Relationship:

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

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

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

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

1) The Contractor should notify the Contracting Officer in writing within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this Section. The notice should include the date, nature, and circumstances of the conduct; the name, function, and activity of each Government employee or

Contractor official or employee involved or knowledgeable about such conduct; identify any documents or substance of any oral communication involved in the conduct; and the estimate in time by which the Government must respond to this notice to minimize cost, delay, or disruption of performance.

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

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

1.1 BACKGROUND

The Naval Foundry and Propeller Center (NFPC) uses a various ranges and amounts of chain falls in daily operations. The chain falls must be calibrated and cleaned to maintain standards for production needs.

1.2 SCOPE OF WORK

The Naval Foundry and Propeller Center (NFPC) requires outside vendor support to provide annual inspection and certification of the facility's seventy nine (79) chain falls ranging in size from ½ Ton thru 30 Ton capacities. All work must be completed in accordance with NAVFAC P-307 and ASME B30.16, Chapter 16-2.2.2. Each hoist shall be load tested to 125% of rated capacity and held for a minimum of 10 minutes and properly annotated on certification paperwork. The certification paperwork must accompany the chain fall upon return to the NFPC.

In the event there are additional required repairs to meet the minimum requirements of the certification, the vendor shall notify NFPC and the Contracting Officer of expected costs of repairs and receive written authorization approving such repairs prior to executing them. Once the equipment meets minimum operating specifications, the equipment will then be certified with the NAVFAC P-307 and ASME B30.16, Chapter 16-2.2.2 standards. The vendor shall notify NFPC when the units are complete.

The CLIN structure shall be the following:

CLINs 0001 – 0079: Cleaning, Calibration Services, and B30.16, Chapter 16-2.2.2. Certification, Firm Fixed Price (FFP)

CLIN 0080: Technical Data- CDRL A001

CLIN 0081: Additional Repairs, 1 Lot, Not-To-Exceed (NTE) (FFP)

CLIN 0081 shall be awarded as an unpriced purchase order pursuant to FAR 13.302-2 Unpriced Purchase Order. CLIN 0001 through CLIN 0079 are firm fixed price line items to cover the tasks listed in section 3.0 of the Statement of Work. In the event there needs to be additional labor or material required to return the machine to a workable condition outside of the preventive maintenance tasks, the contractor shall continue with the repairs under CLIN 0081 without costs exceeding the NTE amount. Once all required repairs are completed, the contractor shall provide the Government with a description of the work performed justifying that the work was outside of the

preventive maintenance tasks in section 3.0, and a detailed itemized invoice that captures all of the labor, direct material, and indirect costs associated with the work. The Government shall analyze the justification and the invoice and come to an agreement of price with the contractor as the negotiated price. The contracting officer must determine the negotiated price as fair and reasonable. The negotiated price will not exceed the NTE amount. The negotiated price shall be established as a firm fixed price CLIN 0081 through issuance of a modification.

CLINs 0001-0079 are a firm fixed price line item to cover the cleaning, calibration, and certification listed in Section 3.0 of the Statement of Work.

2.0 APPLICABLE DOCUMENTS

P-307

ASME B30.16, Chapter 16-2.2.2.

3.0. REQUIREMENTS

3.1.1. As stated above, NFPC requires outside authorized vendor support to provide annual cleaning, calibration, certification, and possible repairs to seventy nine (79) chain falls ranging in size from ½ Ton thru 30-Ton capacities. All work must be in accordance with NAVFAC P-307 and ASME B30.16, Chapter 16-2.2.2 for the following chain falls:

CLIN	Chain Fall Number	Capacity	Inspection Due Date	Remarks
CLIN0001	PCX-01-08	1 Ton	6-22	Ingersoll-Rand Model #VL2-010-09165
CLIN0002	PCX-01-11	1 Ton	3-20	Ingersoll-Rand Model #VL2-010-09164
CLIN0003	PCX-01-15	1 Ton	3-20	Ingersoll-Rand Model #VL2-010-09404
CLIN0004	PCX-01-16	1 Ton	6-22	Ingersoll-Rand Model #VL2-010-09403
CLIN0005	PCX-01-20	1 Ton	3-20	Ingersoll-Rand Model #VL2-010-09383
CLIN0006	PCX-01-31	1 Ton	3-20	Ingersoll-Rand Model #VL2-010-09383
CLIN0007	PCX-01-03	1 Ton	3-20	Ingersoll-Rand Model #VL2-010-09153
CLIN0008	PCX-10-01	10 Ton	10-20	Ingersoll-Rand Model #VL2-100-01621
CLIN0009	PCX-10-02	10 Ton	6-22	Ingersoll-Rand Model #VL2-100-01526
CLIN0010	CM-02-98	2 Ton	6-22	CM 4626CF - #S5798XN
CLIN0011	CM-02-99	2 Ton	6-22	CM 4626CF - #S5799XN
CLIN0012	CM-02-00	2 Ton	6-22	CM 4626CF - #S5800XN
CLIN0013	CM-02-01	2 Ton	6-22	CM 4626CF - #S5801XN
CLIN0014	CM-02-02	2 Ton	6-22	CM 4626CF - #S5802XN
CLIN0015	CM-02-03	2 Ton	6-22	CM 4626CF - #S5803XN
CLIN0016	PCX-05-03	5 Ton	6-22	Ingersoll-Rand Model #VL2-050-02072
CLIN0017	PCX-05-04	5 Ton	6-22	Ingersoll-Rand Model #VL2-050-02084
CLIN0018	PCX-05-05	5 Ton	6-22	Ingersoll-Rand Model #VL2-050-02093
CLIN0019	PCX-05-06	5 Ton	6-22	Ingersoll-Rand Model #VL2-050-02090
CLIN0020	PCX-05-01	5 Ton	3-20	Ingersoll-Rand Model #VL2-050-02087
CLIN0021	PCX-05-02	5 Ton	6-22	Ingersoll-Rand Model #VL2-050-02073
CLIN0022	PCX-08-02	8 Ton	6-22	Ingersoll-Rand Model #VL2-050-00670
CLIN0023	PCX-08-05	8 Ton	3-20	Ingersoll-Rand Model #VL2-080-00679

CLIN0024	CM-08-09	8 Ton	6-22	CM 4626CF - #S5809XN
CLIN0025	CM-08-10	8 Ton	6-22	CM 4626CF - #S5810XN
CLIN0026	CM-08-11	8 Ton	6-22	CM 4626CF - #S5811XN
CLIN0027	CM-08-12	8 Ton	6-22	CM 4626CF - #S5812XN
CLIN0028	CM-08-13	8 Ton	6-22	CM 4626CF - #S5813XN
CLIN0029	CM-08-14	8 Ton	6-22	CM 4626CF - #S5814XN
CLIN0030	CM-08-15	8 Ton	6-22	CM 4626CF - #S5815XN
CLIN0031	CM-08-16	8 Ton	6-22	CM 4626CF - #S5816XN
CLIN0032	HR-1/2-01	1/2 Ton	6-22	Harrington Ser/No. #000012
CLIN0033	HR-01-02	1 Ton	7-21	Harrington
CLIN0034	HR-01-03	1 Ton	7-21	Harrington
CLIN0035	HR-01-05	1 Ton	7-21	Harrington
CLIN0036	HR-01-07	1 Ton	7-21	Harrington
CLIN0037	HR-01-09	1 Ton	7-21	Harrington
CLIN0038	HR-01-10	1 Ton	7-21	Harrington
CLIN0039	HR-01-14	1 Ton	6-22	Harrington
CLIN0040	HR-01-15	1 Ton	7-21	Harrington
CLIN0041	HR-03-01	3 Ton	7-21	Harrington
CLIN0042	HR-03-02	3 Ton	6-22	Harrington
CLIN0043	HR-03-03	3 Ton	7-21	Harrington
CLIN0044	HR-03-11	3 Ton	7-21	Harrington
CLIN0045	HR-03-05	3 Ton	7-21	Harrington
CLIN0046	HR-03-06	3 Ton	6-22	Harrington
CLIN0047	HR-03-07	3 Ton	6-22	Harrington
CLIN0048	HR-03-08	3 Ton	7-21	Harrington
CLIN0049	HR-03-15	3 Ton	6-22	Harrington
CLIN0050	HR-05-01	5 Ton	4-23	Harrington
CLIN0051	HR-05-02	5 Ton	4-23	Harrington
CLIN0052	HR-05-03	5 Ton	4-23	Harrington
CLIN0053	HR-05-04	5 Ton	6-22	Harrington
CLIN0054	HR-05-05	5 Ton	4-23	Harrington
CLIN0055	HR-05-06	5 Ton	4-23	Harrington
CLIN0056	HR-05-07	5 Ton	4-23	Harrington
CLIN0057	HR-05-08	5 Ton	4-23	Harrington
CLIN0058	HR-05-09	5 Ton	4-23	Harrington
CLIN0059	HR-05-10	5 Ton	4-23	Harrington
CLIN0060	HR-08-01	8 Ton	7-21	Harrington Ser/No. #000002
CLIN0061	HR-08-02	8 Ton	7-21	Harrington Ser/No. #000025
CLIN0062	HR-10-01	10 Ton	7-21	Harrington Ser/No. #000003
CLIN0063	HR-10-02	10 Ton	7-21	Harrington Ser/No. #000004
CLIN0064	CM-05-04	5 Ton	6-22	CM 4626CF - #S5804XN
CLIN0065	CM-05-05	5 Ton	6-22	CM 4626CF - #S5805XN
CLIN0066	CM-05-06	5 Ton	6-22	CM 4626CF - #S5806XN
CLIN0067	CM-05-07	5 Ton	6-22	CM 4626CF - #S5807XN
CLIN0068	CM-05-08	5 Ton	6-22	CM 4626CF - #S5808XN
CLIN0069	HR-30-01	30 Ton	7-21	In controlled storage, can be certified when needed.
CLIN0070	HR-30-02	30 Ton	7-21	In controlled storage, can be certified when needed.
CLIN0071	PCX-01-05	1 Ton	6-22	Ingersoll-Rand Model #VL2-010-09166
CLIN0072	PCX-01-13	1 Ton	6-22	Ingersoll-Rand Model #VL2-010-09407

CLIN0073	PCX-01-18	1 Ton	6-22	Ingersoll-Rand Model #VL2-010-09459
CLIN0074	PCX-1/2-2	1/2 Ton	6-22	Ingersoll-Rand Model #VL2-005
CLIN0075	PCX-05-08	5 Ton	6-22	Ingersoll-Rand Model #VL2-050-02096
CLIN0076	PCX-08-04	8 Ton	6-22	Ingersoll-Rand Model #VL2-050-00665
CLIN0077	PCX-08-01	8 Ton	6-22	Ingersoll-Rand Model #VL2-050-00669
CLIN0078	PCX-01-32	1 Ton	6-22	Ingersoll-Rand Model #VL2-050-10032
CLIN0079	PCX-01-04	1 Ton	6-22	Ingersoll-Rand Model #VL2-050-09158

3.1.2. Each hoist shall be load tested to 125% of rated capacity and held for a minimum of 10 minutes and properly annotated on certification paperwork. The certification paperwork must accompany the chain fall upon return to the NFPC.

3.1.3. Technicians responsible to perform inspections and certifications of chain fall equipment must be trained in the applicable requirements of NAVFAC P-307.

3.1.4. The chain falls will be dropped off by NFPC personnel in two (2) batches of forty (40). These two (2) drop off dates will be scheduled once contract is awarded. The drop offs will be scheduled and staggered accordingly as determined by NFPC's Lifting and Handling Division Head (Code 1450LH), or Rigging Supervision.

3.1.5. In the event that any chain fall will require replacement parts to pass certifications, the vendor shall provide written notification to Lifting and Handling Division Head (Code 1450LH), and the Contract Specialist/Contracting Officer, who will ultimately determine and notify the vendor whether it is economically feasible to purchase the parts, make the repairs, and continue with the certification. Written consent and approval by NFPC's personnel Code 1450LH, and Contract Specialist/Contracting Officer must be received prior to purchasing parts and utilizing it to repair defective equipment.

3.1.6. Selected vendor facility must be located within a 60 mile radius of NFPC in Philadelphia, PA to facilitate and accommodate a more responsive drop-off and pick-up of equipment by NFPC employees.

3.1.7. The vendor shall notify NFPC that the units are complete and available for pick up.

3.1.8. Contractor shall provide written certification report to NFPC point of contact (POC) detailing and identifying manufacturer, model, serial number, as per NAVFAC P-307, and ASME B30.16, Chapter 16-2.2.2.

4.0 DATA REQUIREMENTS

4.1. ASME B30.16, Chapter 16-2.2.2 and NAVFAC P-307 Standard Certification (CDRL A001)

4.1.1. The contractor shall provide a copy of the ASME B30.16, Chapter 16-2.2.2 and NAVFAC P-307 standard certification with the return of chain fall as mentioned in section 3.0.

5.0 SECURITY REQUIREMENTS

5.1 The contractor shall be escorted onto the site, observed while they perform the work, and escorted off the site.

5.2 Escorted visit. Escorted visits are required for any person who is not assigned to NNSY/NFPC and/or does not have a valid security clearance. Visitors will be escorted at all time by an NFPC employee and no exposure to any classified open storage areas or material. Requests for escorted access must be submitted 5 working days prior to arrival. If it is

service or maintenance that needs to be done or an emergency the request needs to be submitted immediately in order to allow for ample time for proper vetting of individual/individuals requesting access.

The requesting NFPC code/shop will coordinate the visit and security code 1123 will verify two forms of Government issued identification. The responsible code shall provide escort during the contractor's visit.

Acceptable documents include:

- US Birth Certificate (original)
- US Voters registration
- US Passport
- (Home Land security), Transportation Workers Identification Credential (TWIC)
- Naturalization paperwork
- Driver's License
- Social Security Card

Installation Access for Visitors/Contractors

All visitors/contractors having a valid purpose for access shall submit a completed and signed Form 5512/1 to their identified Government sponsor 14 working days prior to the date of their required visit.

The entire document shall be completed and form dated/signed by the visitor/contractor.
Visitor/Contractor shall retain a copy of the form 5512/1 to present on the first day at the installation.

The visitor/contractor shall communicate all on-site day to day schedules and schedule changes to the NFPC base sponsor to be submitted to code 1123 in a detailed security plan.

Note: It is critical that start/end dates/work hours are identified, accurate, and short term visitors/contractors are not granted extended or after-hours access if not required Reporting to PNY-A for the first time.

Visitor/Contractor Responsibility

Visitor/Contractor shall report to the location designated by their sponsor (Security Office or other designated location, Pass and ID office) or if operating a Commercial Vehicle requiring inspection; to the Vehicle Inspection Station.

Visitor/Contractor shall present their completed and signed 5512/1.

The Sentry or Security Assistant shall verify vetting is cleared and issue the appropriate passes. If visitor/contractor has not completed the 5512/1 their access will be delayed until they correct the form.

Code 1122 will review request and when acceptable notify requesting NFPC code/shop to arrange visit.

5.3 Contractor Vehicle Parking: (OPNAV 5530.14E) All contractor commercial vehicles must be visually inspected at Lot 753 prior to entry into any NFPC buildings and are subject to random inspections anywhere on the compound. Vehicles must clearly display an authorized company sign or logo including a company phone number. Vehicles must only be allowed in the compound for transportation of contractors' tools, parts, and materials to and from the work site with the exception of MILCON scope projects. Vehicles must be registered to the company and not to an individual. Parking of POV's is available at Lot 753, which is approximately one mile from the work site. Contractor shall ensure that their vehicles, including delivery trucks, have valid and current vehicle registration and insurance upon arrival to NFPC. Non-valid and outdated or missing vehicle registration and insurance shall result in denied facility access

requiring the Contractor to reschedule delivery immediately at the contractor's expense. Delivery drivers must present two forms of Government issued identification.

5.4 PEDs (Portable Electronic Devices) are not allowed in areas where work is being performed.

Should the Contractor require a laptop, tablet or other similar device on-site to fulfill the Scope of Work, the Contractor must complete an asset authorization form for each device and submit the devices to code 109 for inspection and approval prior to site access. The laptops cannot have camera capabilities. Procedures regarding laptop access are subject to change.

PEDs (Portable Electronic Devices) are PROHIBITED:

In Restricted Areas (Open Storage Confidential Areas, Secure Rooms, Vaults, etc.) and any location (office, trailer, shop, work area, etc.) where NAVSEA business is conducted.

PEDs are permitted in Personally Owned Vehicles parked outside of the Controlled Access Area. (General parking lots across the street.)

Cell Phones/Smart Watches/Fitness Bands/ Wireless Headsets and Speakers are permitted in outside areas of the CAA and where Naval Sea Systems Command (NAVSEA) business of a sensitive nature is NOT conducted. Cell Phones, Smart Watches, Fitness Bands or Wireless Headsets and Speakers are prohibited in the OSC Areas.

PEDs are PROHIBITED in Secure Rooms (regardless of where any of these areas are located), and in any meeting, discussion or forum where NAVSEA business of a sensitive nature is carried on.

Cellphone lockers/boxes will be placed at the entrance to facilities, or as close to the entrance as possible in order to facilitate this policy.

*****CAA-Controlled Access Area is anywhere within the fence line*****

5.5. The contractor shall adhere to the facility/base access guidance per the following website:

https://www.cnmc.navy.mil/regions/cnrma/om/contractor_verification_system/faqs.html

5.6. The contractor shall ensure that only contractor employees who meet the security requirements stated below perform under this contract at the Government site (e.g. delivery drivers and passengers, etc.). The contractor shall propose and maintain a list of employees whom meet these requirements and be willing to submit this list to the Government, along with the necessary documentation to prove they meet them (e.g. the results of a contractor conducted background check, etc.), for the Government's security vetting, to include any Government background check, and approval. Once vetted and approved, a list of approved contractor employees must be maintained for the entire period of performance of the contract (i.e. propose new employees, replace existing employees or provide updates to existing employees' records, as necessary). A minimum of two employees, primary and backup, should be cleared by the Government to perform the necessary functions under this contract (e.g. proposed drivers of a delivery vehicle) throughout the entire period of performance of the contract. Contractors must have the ability to be granted access by ensuring current documentation is available at the submission of their proposal to allow background checks for any proposed driver and passenger under the following criteria:

- Felony conviction of any type within 10 years, or felony arrest that has not been adjudicated yet (includes "deferred findings").
- Misdemeanor conviction or on-base arrest within 5 years, for any of the following types of crimes (includes "deferred findings"): Crimes of violence, sexual assault, larceny, drugs, or a habitual offender.
- On the Sex Offender Registry.

- Is barred from any Navy installation.

If a contractor's employee is denied entry at delivery due to inaccurate or outdated personal and/or vehicle documentation, the Government is absolved of any costs accrued as a result of the denial and the contractor is still pledged to fulfill the contract requirements. Failure to fulfill the contract requirement may result in a termination for default pursuant to FAR 49.4.

5.7 OPERATIONS SECURITY (OPSEC)

The Contractor shall protect critical information associated with this contract to prevent unauthorized disclosure. NFPC's Critical Information List, (CIL) will be provided on site, if warranted. Performance under this contract requires the contractor to adhere to OPSEC requirements. The Contractor may not impose OPSEC requirements on its subcontractors unless NFPC approves the OPSEC requirements. During the period of this contract, the Contractor may be exposed to, use, or produce, NFPC Critical Information (CI) and/or observables and indicators which may lead to discovery of CI. NFPC CI will not be distributed to unauthorized third parties, including foreign governments, or companies under Foreign Ownership, Control, or Influence (FOCI)) unless such FOCI has been appropriately mitigated through measures approved by the Defense Counterintelligence and Security Agency.

CUI correspondence transmitted internally on the contractor's unclassified networks or information systems, and externally, shall be protected per NIST SP-800-171, Protecting Controlled Unclassified Information (CUI) in Non-federal Systems and Organizations.

Assembled large components/systems being transported to and from testing areas, other production or government facilities (whether or not on public roadways) shall be in an enclosed van trailer or covered flatbed trailer. Component/System outside storage, staging, and test areas shall be shielded/obscured from public view wherever physically possible.

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

Any attempt by unauthorized third parties to solicit, obtain, photograph, or record, or; incidents of loss/compromise of government Classified or CI, Business Sensitive, Company Proprietary information related to this or other program must be immediately reported to the contractor's Facility Security Officer and Cognizant Security Office and/or the Naval Criminal Investigative Service, and the NFPC Security Division (Code 1123). Questions concerning these requirements shall be directed to the PCO, and the COR who will forward the request to the NFPC Security Division (Code 1123).

5.8 RECEIPT, STORAGE, AND GENERATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI)

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

6.0. PLACE OF PERFORMANCE

6.1.1. Performance will occur at the following site:

At selected vendor's facility. All drop-offs of equipment needing service and pick-up of certified equipment will be scheduled and furnished by NFPC rigging support personnel.

6.1.2. The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Information Security POC, Cody Taylor (cody.r.taylor1@navy.mil) no later than three business days after the date of award. The work space provided to the Contractor personnel shall be identified by the Awardee, with appropriate signage listing the company name and individual Contractor employee name.

6.1.3. Access to Government buildings at NFPC is from 0730 to 1800 Monday through Friday, except Federal holidays. Normal work hours are from 0730 to 1800, Monday through Friday. Contractor employees shall be under Government oversight at all times. Government oversight requires that a Government employee be present in the same building/facility whenever Contractor employee(s) are performing work under this contract. Contractor personnel are not allowed to access any Government buildings at NFPC outside the hours of 0730 to 1800 without the express approval of the Procuring Contracting Officer (PCO).

6.1.4. Early Dismissal and Closure of Government Facilities

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow its own company policies regarding leave. Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

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

7. TRAVEL

Not applicable.

8. GOVERNMENT FURNISHED PROPERTY

The following chain falls are considered GFP, and will be tracked utilizing NFPC Chain Fall Number:

CLIN	Chain Fall Number	Capacity
CLIN0001	PCX-01-08	1 Ton
CLIN0002	PCX-01-11	1 Ton
CLIN0003	PCX-01-15	1 Ton
CLIN0004	PCX-01-16	1 Ton
CLIN0005	PCX-01-20	1 Ton
CLIN0006	PCX-01-31	1 Ton
CLIN0007	PCX-01-03	1 Ton
CLIN0008	PCX-10-01	10 Ton
CLIN0009	PCX-10-02	10 Ton
CLIN0010	CM-02-98	2 Ton
CLIN0011	CM-02-99	2 Ton
CLIN0012	CM-02-00	2 Ton
CLIN0013	CM-02-01	2 Ton
CLIN0014	CM-02-02	2 Ton
CLIN0015	CM-02-03	2 Ton
CLIN0016	PCX-05-03	5 Ton
CLIN0017	PCX-05-04	5 Ton
CLIN0018	PCX-05-05	5 Ton
CLIN0019	PCX-05-06	5 Ton
CLIN0020	PCX-05-01	5 Ton
CLIN0021	PCX-05-02	5 Ton
CLIN0022	PCX-08-02	8 Ton
CLIN0023	PCX-08-05	8 Ton
CLIN0024	CM-08-09	8 Ton
CLIN0025	CM-08-10	8 Ton
CLIN0026	CM-08-11	8 Ton
CLIN0027	CM-08-12	8 Ton
CLIN0028	CM-08-13	8 Ton
CLIN0029	CM-08-14	8 Ton
CLIN0030	CM-08-15	8 Ton
CLIN0031	CM-08-16	8 Ton
CLIN0032	HR-1/2-01	1/2 Ton
CLIN0033	HR-01-02	1 Ton
CLIN0034	HR-01-03	1 Ton
CLIN0035	HR-01-05	1 Ton
CLIN0036	HR-01-07	1 Ton
CLIN0037	HR-01-09	1 Ton
CLIN0038	HR-01-10	1 Ton
CLIN0039	HR-01-14	1 Ton
CLIN0040	HR-01-15	1 Ton
CLIN0041	HR-03-01	3 Ton
CLIN0042	HR-03-02	3 Ton
CLIN0043	HR-03-03	3 Ton
CLIN0044	HR-03-11	3 Ton
CLIN0045	HR-03-05	3 Ton
CLIN0046	HR-03-06	3 Ton

CLIN0047	HR-03-07	3 Ton
CLIN0048	HR-03-08	3 Ton
CLIN0049	HR-03-15	3 Ton
CLIN0050	HR-05-01	5 Ton
CLIN0051	HR-05-02	5 Ton
CLIN0052	HR-05-03	5 Ton
CLIN0053	HR-05-04	5 Ton
CLIN0054	HR-05-05	5 Ton
CLIN0055	HR-05-06	5 Ton
CLIN0056	HR-05-07	5 Ton
CLIN0057	HR-05-08	5 Ton
CLIN0058	HR-05-09	5 Ton
CLIN0059	HR-05-10	5 Ton
CLIN0060	HR-08-01	8 Ton
CLIN0061	HR-08-02	8 Ton
CLIN0062	HR-10-01	10 Ton
CLIN0063	HR-10-02	10 Ton
CLIN0064	CM-05-04	5 TON
CLIN0065	CM-05-05	5 TON
CLIN0066	CM-05-06	5 TON
CLIN0067	CM-05-07	5 TON
CLIN0068	CM-05-08	5 TON
CLIN0069	HR-30-01	30 TON
CLIN0070	HR-30-02	30 TON
CLIN0071	PCX-01-05	1 Ton
CLIN0072	PCX-01-13	1 Ton
CLIN0073	PCX-01-18	1 Ton
CLIN0074	PCX-1/2-2	1/2 Ton
CLIN0075	PCX-05-08	5 Ton
CLIN0076	PCX-08-04	8 Ton
CLIN0077	PCX-08-01	8 Ton
CLIN0078	PCX-01-32	1 Ton
CLIN0079	PCX-01-04	1 Ton

9. GOVERNMENT FURNISHED INFORMATION

Not applicable.

10. PURCHASES

Not applicable.

11. COUNTERFEIT MATERIAL PREVENTION

Not applicable.

12. PERSONNEL

Not applicable.

13. NSWCPD ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (ECRAFT) SYSTEM

Not applicable.

14. ADDITIONAL INFORMATION

Not applicable.

CLAUSES INCORPORATED BY FULL TEXT

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

- (a) Department - means the Department of the Navy.
- (b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.
- (c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(End of text)

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

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

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

(1) The support contractor not disclose any information;

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

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

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

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

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

(End of text)

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

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

(End of text)

C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with the detailed obligations to which the Contractor committed itself in Proposal _____ dated _____ in response to Solicitation No. N6449823Q5011.

(b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

(End of text)

C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)

(a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows:

Albert D'Imperio
215-897-1328
Albert.Dimperio@navy.mil

John Krawiec
215-897-2878
John.Krawiec1@navy.mil

(End of text)

C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A001, attached hereto.

(End of Text)

C-227-H014 PROTECTION OF DEPARTMENT OF NAVY TRADEMARKS - BASIC (NAVSEA) (JUL 2021)

(a) The contractor shall not assert any claim, in any jurisdiction, based on trademark or other name or design-based causes of action that are based on rights the contractor believes it has in the term(s) TBD against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design) acting within the scope of such authorization (i.e. claims for trademark infringement, dilution, trade dress infringement, unfair competition, false advertising, palming off, passing off, or counterfeiting). Such authorization shall be implied by the award of a Government contract to any party for the manufacture, production, distribution, use, modification, maintenance, sustainment, or packaging of the products and services identified under this contract, and the scope of such implied authorization is defined as the use of the Designation(s) in performance under such contract by the prime contractor and its subcontractors and suppliers at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing.

(b) The contractor shall notify the contracting officer at least 30 days before asserting rights in, or filing an application to register, any one of the Designation(s) in any jurisdiction within the United States. Any such notification shall be in writing and shall identify the Designation(s) (including the word(s), name, symbol, or design), provide a statement as to its intended use(s) in commerce, and list the particular classes of goods or services in which registration will be sought.

(End of text)

C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (APR 2022)

Notwithstanding FAR 52.244-2(d) and in addition to the information required by FAR 52.244-2(e) of the contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement:

- (1) Impact on subcontracting goals,
- (2) Impact on providing support at the contracted value,
- (3) IF SEAPORT TASK ORDER - The results of negotiations to incorporate fee rate caps no higher than the lower of
 - (i) SeaPort NXG fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort NXG prime,
 - (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort NXG contract.

(End of text)

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

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

(End of text)

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-211-H001 PACKAGING OF DATA (NAVSEA) (FEB 2022)

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), 32 CFR Part 117.

(End of text)

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) sponsor:

Thomas Neher
NFPC
Philadelphia, PA

(End of text)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government
0022	Destination	Government	Destination	Government
0023	Destination	Government	Destination	Government
0024	Destination	Government	Destination	Government
0025	Destination	Government	Destination	Government
0026	Destination	Government	Destination	Government
0027	Destination	Government	Destination	Government
0028	Destination	Government	Destination	Government
0029	Destination	Government	Destination	Government
0030	Destination	Government	Destination	Government
0031	Destination	Government	Destination	Government
0032	Destination	Government	Destination	Government
0033	Destination	Government	Destination	Government
0034	Destination	Government	Destination	Government
0035	Destination	Government	Destination	Government
0036	Destination	Government	Destination	Government
0037	Destination	Government	Destination	Government
0038	Destination	Government	Destination	Government
0039	Destination	Government	Destination	Government
0040	Destination	Government	Destination	Government

0041	Destination	Government	Destination	Government
0042	Destination	Government	Destination	Government
0043	Destination	Government	Destination	Government
0044	Destination	Government	Destination	Government
0045	Destination	Government	Destination	Government
0046	Destination	Government	Destination	Government
0047	Destination	Government	Destination	Government
0048	Destination	Government	Destination	Government
0049	Destination	Government	Destination	Government
0050	Destination	Government	Destination	Government
0051	Destination	Government	Destination	Government
0052	Destination	Government	Destination	Government
0053	Destination	Government	Destination	Government
0054	Destination	Government	Destination	Government
0055	Destination	Government	Destination	Government
0056	Destination	Government	Destination	Government
0057	Destination	Government	Destination	Government
0058	Destination	Government	Destination	Government
0059	Destination	Government	Destination	Government
0060	Destination	Government	Destination	Government
0061	Destination	Government	Destination	Government
0062	Destination	Government	Destination	Government
0063	Destination	Government	Destination	Government
0064	Destination	Government	Destination	Government
0065	Destination	Government	Destination	Government
0066	Destination	Government	Destination	Government
0067	Destination	Government	Destination	Government
0068	Destination	Government	Destination	Government
0069	Destination	Government	Destination	Government
0070	Destination	Government	Destination	Government
0071	Destination	Government	Destination	Government
0072	Destination	Government	Destination	Government
0073	Destination	Government	Destination	Government
0074	Destination	Government	Destination	Government
0075	Destination	Government	Destination	Government
0076	Destination	Government	Destination	Government
0077	Destination	Government	Destination	Government
0078	Destination	Government	Destination	Government
0079	Destination	Government	Destination	Government
0080	Destination	Government	Destination	Government
0081	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY FULL TEXT

E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(End of text)

E-246-H014 INSPECTION AND ACCEPTANCE OF ENGINEERING SERVICES (NAVSEA) (OCT 2018)

Item(s) ALL CLINS - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

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

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

(End of text)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 15-DEC-2022 TO 22-JUN-2023	N/A	NAVAL FOUNDRY & PROPELLER CENTER THOMAS NEHER 2003 CONSTITUTION AVE. BUILDING 1081 PHILADELPHIA PA 19112 FOB: Destination	N00151
0002	POP 15-DEC-2022 TO 20-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0003	POP 15-DEC-2022 TO 20-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0004	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0005	POP 15-DEC-2022 TO 20-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0006	POP 15-DEC-2022 TO 20-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0007	POP 15-DEC-2022 TO 20-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0008	POP 15-DEC-2022 TO 20-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0009	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0010	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0011	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0012	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151

0013	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0014	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0015	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0016	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0017	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0018	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0019	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0020	POP 15-DEC-2022 TO 20-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0021	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0022	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0023	POP 15-DEC-2022 TO 20-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0024	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0025	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0026	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0027	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0028	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0029	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151

0030	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0031	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0032	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0033	POP 15-DEC-2022 TO 21-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0034	POP 15-DEC-2022 TO 21-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0035	POP 15-DEC-2022 TO 21-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0036	POP 15-DEC-2022 TO 21-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0037	POP 15-DEC-2022 TO 21-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0038	POP 15-DEC-2022 TO 21-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0039	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0040	POP 15-DEC-2022 TO 21-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0041	POP 15-DEC-2022 TO 21-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0042	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0043	POP 15-DEC-2022 TO 21-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0044	POP 15-DEC-2022 TO 21-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0045	POP 15-DEC-2022 TO 21-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0046	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151

0047	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0048	POP 15-DEC-2022 TO 21-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0049	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0050	POP 15-DEC-2022 TO 23-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0051	POP 15-DEC-2022 TO 23-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0052	POP 15-DEC-2022 TO 23-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0053	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0054	POP 15-DEC-2022 TO 23-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0055	POP 15-DEC-2022 TO 23-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0056	POP 15-DEC-2022 TO 23-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0057	POP 15-DEC-2022 TO 23-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0058	POP 15-DEC-2022 TO 23-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0059	POP 15-DEC-2022 TO 23-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0060	POP 15-DEC-2022 TO 21-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0061	POP 15-DEC-2022 TO 21-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0062	POP 15-DEC-2022 TO 21-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0063	POP 15-DEC-2022 TO 21-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151

0064	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0065	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0066	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0067	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0068	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0069	POP 15-DEC-2022 TO 21-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0070	POP 15-DEC-2022 TO 21-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0071	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0072	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0073	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0074	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0075	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0076	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0077	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0078	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0079	POP 15-DEC-2022 TO 22-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
0080	POP 15-DEC-2022 TO 20-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151

0081	POP 15-DEC-2022 TO 20-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00151
------	-----------------------------------	-----	---	--------

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

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

Invoice and Receiving Report (COMBO) Destination/Destination (D/D)

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

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

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

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

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

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

Routing Data Table*

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

(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.

Debra Dezendorf - debra.j.dezendorf.civ@us.navy.mil

Edward Erickson - edward.r.erickson8.civ@us.navy.mil

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

Kim Villano – kimberly.a.villano.civ@us.navy.mil

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

(End of clause)

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

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

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

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

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

<u>Item</u>	<u>Type*</u>
<u>ALL CLINS</u>	<u>FIRM FIXED PRICE</u>

*CR – Cost-Reimbursement

FP – Fixed Price

(End of text)

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

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

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

(End of text)

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

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

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

contract.

(c) The points of contact are as follows:

(i) The Procuring Contracting Officer (PCO) is:

Name: Andrea Tomeo
Address: 5001 S. Broad Street
Philadelphia, PA 19112-5083
E-mail: andreafrances.m.tomeo.civ@us.navy.mil

(ii) The Contract Specialist is:

Name: Thomas Coletti
Address: 5001 S.
Broad Street
Philadelphia, PA
19112-5083
E-mail: thomas.c.coletti.civ@us.navy.mil

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

N/A

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

The Contracting Officer's Representative (COR) is:

N/A

(e) The Alternate Contracting Officer's Representative (ACOR) is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the contracting officer; a copy of the ACOR appointment will be provided upon award of this contract.

The Alternate Contracting Officer's Representative (ACOR) is:

N/A

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

The Technical Point of Contact (TPOC) is:

Name: Ed Erickson
 Address: Naval Foundry & Propeller Center
 Philadelphia Phone: 215-897-4104
 E-mail: edward.r.erickson8.civ@us.navy.mil

(g) The Alternate Technical Point of Contact (ATPOC) is responsible for TPOC responsibilities and functions in the event that the TPOC is unavailable due to leave, illness, or other official business.

The Alternate Technical Point of Contact (ATPOC) is:

N/A

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

The Ombudsman is:
 Name: Gerry Furey
 Phone: 215-897-3537
 E-mail: gerald.f.furey.civ@us.navy.mil

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

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

N/A

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

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

[*] To be completed at contract award

(End of text)

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

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the [insert activity name]. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific

instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.

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

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

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

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

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

(f) The hours of operation are as follows:

AREA	FROM	TO
Naval Foundry & Propeller Center	0730	1430

(g) All deliveries to the Receiving Officer (215-897-6680) shall be made Monday through Friday from 0730 to 1430, local time. Deliveries will not be accepted after 1400. No deliveries will be accepted on federal government holidays.

Section H - Special Contract Requirements

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210

Wage Determination No.: 2015-4233

Daniel W. Simms Division of | Revision No.: 24

Director Wage Determinations | Date Of Last Revision: 06/27/2022

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

If the contract is entered into on or | With certain exceptions Executive Order |
 after January 30 2022 or the | 14026 applies to the contract. |
 contract is renewed or extended (e.g. | The contractor must pay all covered workers |
 an option is exercised) on or after | at least \$15.00 per hour (or the applicable |
 January 30 2022: | wage rate listed on this wage determination |
 | if it is higher) for all hours spent |
 | performing on the contract in 2022. |

If the contract is entered into on or | With certain exceptions Executive Order |
 after January 30 2022 or the | 13658 applies to the contract. |
 2022 and the contract is not renewed | The contractor must pay all covered workers |
 or extended on or after January 30 | at least \$11.25 per hour (or the applicable |
 2022: | wage rate listed on this wage determination |
 | if it is higher) for all hours spent |
 | performing on the contract in 2022. |

The applicable Executive Order minimum wage rate will be adjusted annually. Additional
 information on contractor requirements and worker protections under the Executive Orders
 is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Pennsylvania

Area: Pennsylvania Counties of Delaware Philadelphia

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	18.20	
01012 - Accounting Clerk II	20.43	
01013 - Accounting Clerk III	22.85	
01020 - Administrative Assistant	32.88	
01035 - Court Reporter	28.95	
01041 - Customer Service Representative I		15.39

01042 - Customer Service Representative II	16.79
01043 - Customer Service Representative III	18.86
01051 - Data Entry Operator I	16.55
01052 - Data Entry Operator II	18.06
01060 - Dispatcher Motor Vehicle	21.60
01070 - Document Preparation Clerk	17.83
01090 - Duplicating Machine Operator	17.83
01111 - General Clerk I	15.39
01112 - General Clerk II	16.79
01113 - General Clerk III	18.85
01120 - Housing Referral Assistant	24.11
01141 - Messenger Courier	15.10
01191 - Order Clerk I	16.51
01192 - Order Clerk II	18.01
01261 - Personnel Assistant (Employment) I	18.24
01262 - Personnel Assistant (Employment) II	20.41
01263 - Personnel Assistant (Employment) III	22.75
01270 - Production Control Clerk	25.02
01290 - Rental Clerk	16.83
01300 - Scheduler Maintenance	19.12
01311 - Secretary I	19.12
01312 - Secretary II	21.84
01313 - Secretary III	24.11
01320 - Service Order Dispatcher	19.31
01410 - Supply Technician	32.88
01420 - Survey Worker	19.08
01460 - Switchboard Operator/Receptionist	15.77
01531 - Travel Clerk I	18.89
01532 - Travel Clerk II	19.98
01533 - Travel Clerk III	21.33
01611 - Word Processor I	16.44
01612 - Word Processor II	18.45
01613 - Word Processor III	20.64
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	24.93
05010 - Automotive Electrician	22.19
05040 - Automotive Glass Installer	21.25
05070 - Automotive Worker	21.25
05110 - Mobile Equipment Servicer	19.63
05130 - Motor Equipment Metal Mechanic	23.04
05160 - Motor Equipment Metal Worker	21.25
05190 - Motor Vehicle Mechanic	23.04
05220 - Motor Vehicle Mechanic Helper	18.71
05250 - Motor Vehicle Upholstery Worker	20.54
05280 - Motor Vehicle Wrecker	21.25
05310 - Painter Automotive	22.19
05340 - Radiator Repair Specialist	21.25
05370 - Tire Repairer	14.89***
05400 - Transmission Repair Specialist	23.49
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.74***

07041 - Cook I	17.39
07042 - Cook II	19.15
07070 - Dishwasher	12.55***
07130 - Food Service Worker	13.07***
07210 - Meat Cutter	21.72
07260 - Waiter/Waitress	12.53***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.17
09040 - Furniture Handler	17.39
09080 - Furniture Refinisher	22.85
09090 - Furniture Refinisher Helper	19.50
09110 - Furniture Repairer Minor	21.21
09130 - Upholsterer	19.43
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.77***
11060 - Elevator Operator	14.65***
11090 - Gardener	21.50
11122 - Housekeeping Aide	14.65***
11150 - Janitor	14.65***
11210 - Laborer Grounds Maintenance	17.58
11240 - Maid or Houseman	13.82***
11260 - Pruner	16.23
11270 - Tractor Operator	20.25
11330 - Trail Maintenance Worker	17.58
11360 - Window Cleaner	15.87
12000 - Health Occupations	
12010 - Ambulance Driver	19.23
12011 - Breath Alcohol Technician	25.12
12012 - Certified Occupational Therapist Assistant	29.44
12015 - Certified Physical Therapist Assistant	29.87
12020 - Dental Assistant	22.33
12025 - Dental Hygienist	40.58
12030 - EKG Technician	30.31
12035 - Electroneurodiagnostic Technologist	30.31
12040 - Emergency Medical Technician	19.23
12071 - Licensed Practical Nurse I	22.45
12072 - Licensed Practical Nurse II	25.12
12073 - Licensed Practical Nurse III	28.00
12100 - Medical Assistant	18.11
12130 - Medical Laboratory Technician	29.64
12160 - Medical Record Clerk	21.07
12190 - Medical Record Technician	23.57
12195 - Medical Transcriptionist	20.88
12210 - Nuclear Medicine Technologist	42.90
12221 - Nursing Assistant I	12.86***
12222 - Nursing Assistant II	14.46***
12223 - Nursing Assistant III	15.77
12224 - Nursing Assistant IV	17.70
12235 - Optical Dispenser	21.62
12236 - Optical Technician	19.88
12250 - Pharmacy Technician	17.76

12280 - Phlebotomist	18.63	
12305 - Radiologic Technologist	33.08	
12311 - Registered Nurse I	29.51	
12312 - Registered Nurse II	32.76	
12313 - Registered Nurse II Specialist	32.76	
12314 - Registered Nurse III	39.32	
12315 - Registered Nurse III Anesthetist	39.32	
12316 - Registered Nurse IV	47.11	
12317 - Scheduler (Drug and Alcohol Testing)	31.12	
12320 - Substance Abuse Treatment Counselor	23.73	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	22.93	
13012 - Exhibits Specialist II	28.77	
13013 - Exhibits Specialist III	35.16	
13041 - Illustrator I	22.94	
13042 - Illustrator II	30.61	
13043 - Illustrator III	37.43	
13047 - Librarian	31.00	
13050 - Library Aide/Clerk	16.83	
13054 - Library Information Technology Systems Administrator	27.98	
13058 - Library Technician	20.33	
13061 - Media Specialist I	20.06	
13062 - Media Specialist II	22.44	
13063 - Media Specialist III	25.02	
13071 - Photographer I	19.31	
13072 - Photographer II	21.62	
13073 - Photographer III	26.78	
13074 - Photographer IV	32.76	
13075 - Photographer V	39.63	
13090 - Technical Order Library Clerk	17.30	
13110 - Video Teleconference Technician	23.85	
14000 - Information Technology Occupations		
14041 - Computer Operator I	22.39	
14042 - Computer Operator II	25.05	
14043 - Computer Operator III	27.91	
14044 - Computer Operator IV	31.02	
14045 - Computer Operator V	34.35	
14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator	22.39	
14160 - Personal Computer Support Technician	31.02	
14170 - System Support Specialist	35.82	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.58	
15020 - Aircrew Training Devices Instructor (Rated)	40.64	

15030 - Air Crew Training Devices Instructor (Pilot)	48.70
15050 - Computer Based Training Specialist / Instructor	33.58
15060 - Educational Technologist	35.94
15070 - Flight Instructor (Pilot)	48.70
15080 - Graphic Artist	29.40
15085 - Maintenance Test Pilot Fixed Jet/Prop	48.70
15086 - Maintenance Test Pilot Rotary Wing	48.70
15088 - Non-Maintenance Test/Co-Pilot	48.70
15090 - Technical Instructor	27.19
15095 - Technical Instructor/Course Developer	33.25
15110 - Test Proctor	21.94
15120 - Tutor	21.94
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	14.22***
16030 - Counter Attendant	14.22***
16040 - Dry Cleaner	16.26
16070 - Finisher Flatwork Machine	14.22***
16090 - Presser Hand	14.22***
16110 - Presser Machine Drycleaning	14.22***
16130 - Presser Machine Shirts	14.22***
16160 - Presser Machine Wearing Apparel Laundry	14.22***
16190 - Sewing Machine Operator	16.94
16220 - Tailor	17.62
16250 - Washer Machine	14.90***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.94
19040 - Tool And Die Maker	30.94
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.77
21030 - Material Coordinator	25.02
21040 - Material Expediter	25.02
21050 - Material Handling Laborer	16.40
21071 - Order Filler	15.27
21080 - Production Line Worker (Food Processing)	20.77
21110 - Shipping Packer	18.23
21130 - Shipping/Receiving Clerk	18.23
21140 - Store Worker I	17.27
21150 - Stock Clerk	21.92
21210 - Tools And Parts Attendant	20.77
21410 - Warehouse Specialist	20.77
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	38.46
23019 - Aircraft Logs and Records Technician	32.63
23021 - Aircraft Mechanic I	36.98
23022 - Aircraft Mechanic II	38.46
23023 - Aircraft Mechanic III	39.83
23040 - Aircraft Mechanic Helper	29.16
23050 - Aircraft Painter	35.61
23060 - Aircraft Servicer	32.63
23070 - Aircraft Survival Flight Equipment Technician	35.61
23080 - Aircraft Worker	34.11

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	34.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	36.98
23110 - Appliance Mechanic	22.18
23120 - Bicycle Repairer	17.74
23125 - Cable Splicer	45.69
23130 - Carpenter Maintenance	28.93
23140 - Carpet Layer	27.91
23160 - Electrician Maintenance	34.30
23181 - Electronics Technician Maintenance I	30.05
23182 - Electronics Technician Maintenance II	31.37
23183 - Electronics Technician Maintenance III	32.58
23260 - Fabric Worker	27.57
23290 - Fire Alarm System Mechanic	26.19
23310 - Fire Extinguisher Repairer	25.82
23311 - Fuel Distribution System Mechanic	32.96
23312 - Fuel Distribution System Operator	28.18
23370 - General Maintenance Worker	22.29
23380 - Ground Support Equipment Mechanic	36.98
23381 - Ground Support Equipment Servicer	32.63
23382 - Ground Support Equipment Worker	34.11
23391 - Gunsmith I	25.82
23392 - Gunsmith II	28.44
23393 - Gunsmith III	30.83
23410 - Heating Ventilation And Air-Conditioning Mechanic	28.73
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	29.88
23430 - Heavy Equipment Mechanic	29.04
23440 - Heavy Equipment Operator	30.61
23460 - Instrument Mechanic	33.77
23465 - Laboratory/Shelter Mechanic	29.69
23470 - Laborer	16.44
23510 - Locksmith	32.33
23530 - Machinery Maintenance Mechanic	29.18
23550 - Machinist Maintenance	27.78
23580 - Maintenance Trades Helper	18.52
23591 - Metrology Technician I	33.77
23592 - Metrology Technician II	35.09
23593 - Metrology Technician III	36.20
23640 - Millwright	30.78
23710 - Office Appliance Repairer	23.06
23760 - Painter Maintenance	24.82
23790 - Pipefitter Maintenance	31.52
23810 - Plumber Maintenance	30.44
23820 - Pneudraulic Systems Mechanic	30.83
23850 - Rigger	28.78
23870 - Scale Mechanic	28.44
23890 - Sheet-Metal Worker Maintenance	35.52
23910 - Small Engine Mechanic	22.28

23931 - Telecommunications Mechanic I	29.02
23932 - Telecommunications Mechanic II	30.18
23950 - Telephone Lineman	40.40
23960 - Welder Combination Maintenance	24.14
23965 - Well Driller	29.52
23970 - Woodcraft Worker	30.83
23980 - Woodworker	25.82
24000 - Personal Needs Occupations	
24550 - Case Manager	18.33
24570 - Child Care Attendant	13.16***
24580 - Child Care Center Clerk	16.41
24610 - Chore Aide	13.98***
24620 - Family Readiness And Support Services Coordinator	18.33
24630 - Homemaker	18.33
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	31.72
25040 - Sewage Plant Operator	29.20
25070 - Stationary Engineer	31.72
25190 - Ventilation Equipment Tender	25.01
25210 - Water Treatment Plant Operator	29.20
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.09
27007 - Baggage Inspector	15.06
27008 - Corrections Officer	24.59
27010 - Court Security Officer	30.46
27030 - Detection Dog Handler	18.81
27040 - Detention Officer	24.59
27070 - Firefighter	36.58
27101 - Guard I	15.06
27102 - Guard II	18.81
27131 - Police Officer I	33.25
27132 - Police Officer II	36.96
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.42***
28042 - Carnival Equipment Repairer	15.32
28043 - Carnival Worker	11.61***
28210 - Gate Attendant/Gate Tender	17.99
28310 - Lifeguard	12.78***
28350 - Park Attendant (Aide)	20.13
28510 - Recreation Aide/Health Facility Attendant	14.69***
28515 - Recreation Specialist	24.93
28630 - Sports Official	16.03
28690 - Swimming Pool Operator	17.23
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.73
29020 - Hatch Tender	28.73
29030 - Line Handler	28.73
29041 - Stevedore I	27.48
29042 - Stevedore II	29.99
30000 - Technical Occupations	

30010 - Air Traffic Control Specialist Center (HFO) (see 2)	45.08
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	31.08
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	34.23
30021 - Archeological Technician I	20.33
30022 - Archeological Technician II	22.75
30023 - Archeological Technician III	28.18
30030 - Cartographic Technician	28.27
30040 - Civil Engineering Technician	26.93
30051 - Cryogenic Technician I	29.88
30052 - Cryogenic Technician II	33.01
30061 - Drafter/CAD Operator I	20.33
30062 - Drafter/CAD Operator II	22.75
30063 - Drafter/CAD Operator III	25.36
30064 - Drafter/CAD Operator IV	31.21
30081 - Engineering Technician I	18.23
30082 - Engineering Technician II	20.47
30083 - Engineering Technician III	23.23
30084 - Engineering Technician IV	28.83
30085 - Engineering Technician V	35.18
30086 - Engineering Technician VI	42.58
30090 - Environmental Technician	26.00
30095 - Evidence Control Specialist	26.98
30210 - Laboratory Technician	29.85
30221 - Latent Fingerprint Technician I	27.28
30222 - Latent Fingerprint Technician II	30.14
30240 - Mathematical Technician	31.00
30361 - Paralegal/Legal Assistant I	21.69
30362 - Paralegal/Legal Assistant II	26.86
30363 - Paralegal/Legal Assistant III	32.86
30364 - Paralegal/Legal Assistant IV	39.75
30375 - Petroleum Supply Specialist	33.01
30390 - Photo-Optics Technician	28.18
30395 - Radiation Control Technician	33.01
30461 - Technical Writer I	27.52
30462 - Technical Writer II	33.68
30463 - Technical Writer III	40.74
30491 - Unexploded Ordnance (UXO) Technician I	28.65
30492 - Unexploded Ordnance (UXO) Technician II	34.66
30493 - Unexploded Ordnance (UXO) Technician III	41.55
30494 - Unexploded (UXO) Safety Escort	28.65
30495 - Unexploded (UXO) Sweep Personnel	28.65
30501 - Weather Forecaster I	30.11
30502 - Weather Forecaster II	36.34
30620 - Weather Observer Combined Upper Air Or Surface Programs (see 2)	25.36
30621 - Weather Observer Senior (see 2)	28.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.66
31020 - Bus Aide	18.95
31030 - Bus Driver	24.43
31043 - Driver Courier	18.13

31260 - Parking and Lot Attendant	13.32***
31290 - Shuttle Bus Driver	19.00
31310 - Taxi Driver	15.48
31361 - Truckdriver Light	19.22
31362 - Truckdriver Medium	20.25
31363 - Truckdriver Heavy	24.36
31364 - Truckdriver Tractor-Trailer	24.36
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.90
99030 - Cashier	12.16***
99050 - Desk Clerk	13.39***
99095 - Embalmer	34.20
99130 - Flight Follower	28.65
99251 - Laboratory Animal Caretaker I	14.49***
99252 - Laboratory Animal Caretaker II	15.39
99260 - Marketing Analyst	35.04
99310 - Mortician	34.20
99410 - Pest Controller	19.05
99510 - Photofinishing Worker	16.95
99710 - Recycling Laborer	22.00
99711 - Recycling Specialist	25.27
99730 - Refuse Collector	20.31
99810 - Sales Clerk	13.47***
99820 - School Crossing Guard	15.59
99830 - Survey Party Chief	27.04
99831 - Surveying Aide	16.04
99832 - Surveying Technician	23.70
99840 - Vending Machine Attendant	18.04
99841 - Vending Machine Repairer	21.10
99842 - Vending Machine Repairer Helper	18.04

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill

injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 per month*

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

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

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

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and

incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day

of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
52.213-3	Notice to Suppliers	APR 1984
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	NOV 2021
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020

52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7022	Expediting Contract Closeout	MAY 2021
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	APR 2020
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-00021) (MAY 2022)

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

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

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

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

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

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

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

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

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

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

(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 (OCT 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (FEB 2016) (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 (Mar 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 Act 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 Act to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (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 (MAY 2014) (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)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support-table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

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

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Labor Category	Labor Category
Administrative Assistant	GS-7
General Clerk III	GS-4
Engineering Technician V	GS-9
Machinery Maintenance Mechanic	WG-10
Labor Category	SCA Labor Category
Administrative Assistant	01020
General Clerk III	01113
Engineering Technician V	30085
Machinery Maintenance Mechanic	23550

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://acquisition.gov/> (FAR)

<https://acq.osd.mil/> (DFARS)

<https://www.secnav.navy.mil/rda/DASN-P> (NMCARS)

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

252.204-7020 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 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).
- (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.
- (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 for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

1. CDRL A001

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

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

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

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

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

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name: ____

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

Is the immediate owner owned or controlled by another entity?:

[____] Yes or [____] No.

(d) If the Offeror indicates ``yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

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

(End of provision)

52.204-20 Predecessor of Offeror (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

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

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

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

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

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

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

Predecessor legal name: ____.

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

(End of provision)

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or

services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022) ALTERNATE I (OCT 2014)

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

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

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations

of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

"Sensitive technology"—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

- (1) Means a small business concern—

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

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

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

"Small business concern"—

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

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

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

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

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

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

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

(1) *Small business concern*. The offeror represents as part of its offer that it [____] is, [____] is not a small business concern.

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

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

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

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

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:* ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau,

Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

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

(ii) It [___] has, [___] has not, filed all required compliance reports.

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

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

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

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

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

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

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(g)

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

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

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

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

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

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--

Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line item No.	Country of origin
_____	_____

_____	_____
_____	_____

[List as necessary]

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

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

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

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end

products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals

Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) Listed End Product

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

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

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

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

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

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

(2) [____] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[____] TIN: ____ .

[____] TIN has been applied for.

[____] TIN is not required because:

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

[____] Offeror is an agency or instrumentality of a foreign government;

[____] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[____] Sole proprietorship;

[____] Partnership;

[____] Corporate entity (not tax-exempt);

[____] Corporate entity (tax-exempt);

[____] Government entity (Federal, State, or local);

[____] Foreign government;

[____] International organization per 26 CFR 1.6049-4;

[____] Other ____ .

(5) Common parent.

[____] Offeror is not owned or controlled by a common parent:

[____] Name and TIN of common parent:

Name ____

TIN ____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

(i) It [____] is, [____] is not an inverted domestic corporation; and

(ii) It [____] is, [____] is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

Is the immediate owner owned or controlled by another entity: _ Yes or _ No.

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: .

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

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

____ .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

(2) The Offeror represents that--

(i) It [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES --
REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

(c) Representation. The Offeror represents that it [] does, [] 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.

(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)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
252.215-7010 (Dev)	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 2020-O0020)	AUG 2020
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018

CLAUSES INCORPORATED BY FULL TEXT

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

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

<https://acquisition.gov/> (FAR)

<https://acq.osd.mil/> (DFARS)

<https://www.secnave.navy.mil/rda/DASN-P> (NMCARS)

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

(a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

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

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>.

(c) Procedures.

(1) The Offeror shall verify that 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) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror 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 Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(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 (d)(1)(i) of this section, the Offeror 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 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.

(3) Accessibility.

(i) 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).

(ii) Authorized representatives of the Offeror 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.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. 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).

(End of provision)

252.215-7012 REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA (JAN 2018)

The Offeror shall submit the cost portion of the proposal via the following electronic media: Word, PDF, or Excel via email to: THOMAS.C.COLETTI.CIV@US.NAVY.MIL

(End of provision)

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

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

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

(1) The support contractor not disclose any information;

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

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

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

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

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Offerors are free to enter into separate non-disclosure agreements with the file support contractor. Contact the Procuring

Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the files or otherwise encumber the government.

(End of provision)

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

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

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

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

(d) The Government will notify an Offeror of any conflict of interest within 14 days of receipt of all required

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

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

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

(End of provision)

L-212-W002 PRICE PROPOSAL – SPECIFIC REQUIREMENTS – COMMERCIAL ITEMS (NAVSEA) (OCT 2018)

The contracting officer must establish price reasonableness in accordance with FAR 13.106-3, 14.408-2, or Subpart 15.4, as applicable. To assist in determining whether the proposed prices are "fair and reasonable", the offeror shall submit the following information:

(a) The offeror shall submit the following pricing information on the three most recent sales of the items being procured or same or similar commercial items under comparable terms and conditions by commercial customers. If no pricing information is available on recent purchase prices paid by commercial customers, the offeror shall submit pricing information on recent purchase prices paid by the Government. Where the pricing information furnished is on similar items, the offeror shall indicate the differences. Pricing information furnished should be as current as possible, and should be on quantities similar to this solicitation. The offeror shall furnish copies of invoices to support the pricing information provided.

Reference Contract Line Item	Date of Sale	Quantity	Unit Price	Type of Customer (Government or Commercial)	Customer Contract Number	Customer Name/Phone No.	Same or Similar Item	For Similar Items, List Differences

(b) A copy of the current catalog or established price list for the articles covered by the offer and information where the established price may be found.

(c) A statement that such catalog or established price list:

(1) Is regularly maintained.

- (2) Is published or otherwise available for inspection by customers.
- (3) States the prices at which sales are currently made to a number of buyers.
- (d) A statement that such articles are commercial items sold in substantial quantities to the general public, at the prices listed in the above-mentioned catalog or established price list.
- (e) A statement that the proposed prices, including consideration of any discount or rebate arrangement, do not exceed prices charged the offeror's most favored customer for like items in similar quantities under comparable conditions.

(End of provision)

L-215-H004 INSTRUCTIONS FOR PRICING OF CONTRACT DATA REQUIREMENTS LIST (NAVSEA)
(OCT 2018)

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

(a) Offerors may submit questions or request clarification of any aspect of this solicitation. It is the Offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the SOW or PWS (as applicable) and other solicitation documents attached hereto or incorporated by reference. Each question should identify solicitation number, document, page number, paragraph number or other identifier relating to the question. Questions without this information may not be answered. Acknowledgment of questions received will not be made.

(b) The deadline for receipt of questions is 11/7/2022. Although every effort will be made, the Government makes no guarantee that questions received after the date above will be answered.

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

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

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

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

EVALUATION

The Government will award a contract resulting from this solicitation if the Contracting Officer determines that the offeror's quote, conforming to the solicitation, is fair and reasonable.

(End of provision)