

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 123	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>N6572623Q0003</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>INDIANA BOLGER</b>				b. TELEPHONE NUMBER (No Collect Calls) <b>717-605-1723</b>	
8. OFFER DUE DATE/LOCAL TIME <b>02:00 PM 13 Dec 2022</b>							
9. ISSUED BY  NAVAL SEA LOGISTICS CENTER * 5450 CARLISLE PIKE P.O. BOX 2060 MECHANICSBURG PA 17055-0795  TEL: FAX:		CODE <b>N65726</b>		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 checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  EDWOSB  8(A)  NAICS: <b>532490</b>  SIZE STANDARD: <b>\$35,000,000</b>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>		13b. RATING <b>DO-C9</b>	
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO  NUWC DIVISION KEYPORT RECEIVING OFFICER 610 DOWELL ST. BLDG. 514 RECEIVING OFFICER KEYPORT WA 98345 TEL: 360-386-2700 FAX: 360-386-2700		CODE <b>N00253</b>		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/OFFEROR  TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.    ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.    ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <b>1</b> 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 123	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

STATEMENT OF WORK**STATEMENT OF WORK (SOW)**

<b>Title: MHE FOR NAVSEALOGCEN CODE 6322</b> <b>Place of Performance: KEYPORT, WA</b>
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**1. BACKGROUND:** To procure and maintain Material Handling Equipment (MHE) in support of Naval Sea Logistics Center (NAVSEALOGCEN) C6322 Warehousing Operations. MHE equipment will be located in various buildings.

**2. SCOPE:** The contractor shall provide thirty-one (31) pieces of MHE and maintenance support for the MHE as follows.

**QTY (10) CLINs 0001, 1001, 2001, 3001, and 4001**

**ELECTRIC WALKIE REACH STACKER, 3,000 lbs. base capacity, 42", EE Rating not required, Electric**

Specifications:

Type: ELECTRIC WALKIE REACH STACKER

Capacity: 3,000 lbs. base capacity (as shown on machine capacity label plate) on a 24" load center Transmission: automatic (power shift)

Tires: Cushion

Lift Height: 154"

Mast Stages: Triple

Forks: 42"

Fuel: Electric, 24V; Built in battery

Mast stages: Triple

Parking Brake: Hand or Foot

Lights: front

Dash Instruments: battery discharge and hours

Forklift does not require EE safety rating

Adjustable outriggers 52" inside width

Equipment provided to be 3 years old or less, with less than 3,000 hours on the unit meter.

**QTY (1) CLINs 0002, 1002, 2002, 3002, and 4002**

**ELECTIC TURRET STOCK PICKER, 3,000 lbs. base capacity, 42", EE rating, Electric**

Specifications:

Type: Electric Turret Style Stock Picker

Capacity: 3,000 lbs. base capacity (as shown on machine capacity label plate) on a 24" load center

Transmission: automatic (power shift)

Tires: Cushion

Lift Height: 315"

Mast Stages: Triple

Forks: 42" Side Shift

Fuel: Electric, 48V

Parking Brake: Hand or Foot

Lights: Strobe, brake, front and rear drive lights

Dash Instruments: battery discharge and engine hours

Forklift requires EE safety rating

Back-up alarm

Equipment provided to be 3 years old or less, with less than 3,000 hours on the unit hour meter.

**QTY (3) CLINs 0003, 1003, 2003, 3003, and 4003**

**ELECTRIC STAND UP REACH FORKLIFT, 4,500 lbs. base capacity, 42", EE Rating, Electric**

Specifications:

Type: Stand-Up Reach

Capacity: 4,500 lbs. net capacity (as shown on machine capacity label plate) on a 24" load center

Transmission: automatic

Tires: Cushion

Lift Height: 246"

Mast Stages: Triple

Forks: 42"

Fuel: Electric, 36V

Parking Brake: Hand or Foot Side Shift

Lights: Strobe, brake, front and rear drive lights

Dash Instruments: battery discharge and motor hours

Forklift requires EE safety rating

Back-up Alarm

Equipment provided to be 3 years old or less, with less than 3,000 hours on the unit meter.

**QTY (3) CLINs 0004, 1004, 2004, 3004, and 4004**

**LP/GAS SITDOWN FORKLIFT, 6,500 lbs. base capacity, 42", EE rating not required, enclosed cab**

Specifications:

Type: LP/GAS Sit-down Forklift

Capacity: 6,500 lbs. base capacity

Transmission: Automatic

Tires: Cushion

Lift Height: 185"

Mast Stages: Triple

Forks: 42"

Fuel: Enclosed cab

Lights: Strobe, brake, front and rear drive lights

Dash Instruments: battery discharge and motor hours

Forklift does not require EE safety rating

Back-up Alarm

Equipment provided to be 3 years old or less, with less than 3,000 hours on the unit hour meter.

**QTY (1) CLINs 0005, 1005, 2005, 3005, and 4005**

**LP SITDOWN FORKLIFT, 6,500 lbs. base capacity, 60", LPS rating, enclosed cab**

Specifications:

Type: LP Sit-down Forklift

Capacity: 6,500 lbs. base capacity

Transmission: Automatic

Tires: Cushion

Lift Height: 185"  
 Mast Stages: Triple  
 Forks: 60"  
 Fuel: Gas  
 Lights: Strobe, brake, front and rear drive lights  
 Dash Instruments: battery discharge and motor hours  
 Forklift requires LPS safety rating  
 Back-up Alarm  
 Equipment provided to be 3 years old or less, with less than 3,000 hours on the unit hour meter.

**QTY (2) CLINs 0006, 1006, 2006, 3006, and 4006**

**LP/GAS SITDOWN FORKLIFT, 6,500 lbs. base capacity, 42", EE rating not required**

Specifications:

Type: LP/GAS Sit-down Forklift  
 Capacity: 6,500 lbs. base capacity  
 Transmission: Automatic  
 Tires: Cushion  
 Lift Height: 185"  
 Mast Stages: Triple  
 Forks: 42"  
 Fuel: Gas  
 Lights: Strobe, brake, front and rear drive lights  
 Dash Instruments: battery discharge and motor hours  
 Forklift does not require EE safety rating  
 Back-up Alarm  
 Equipment provided to be 3 years old or less, with less than 3,000 hours on the unit hour meter.

**QTY (4) CLINs 0007, 1007, 2007, 3007, and 4007**

**ELECTRIC WORK ASSIST VEHICLE (WAV), 350 lbs. base capacity, EE Rating not required, Electric**

Specifications:

Type: Electric Work Assist Vehicle (WAV)  
 Capacity: 350 lbs. base capacity  
 Transmission: Automatic  
 Tires: Cushion  
 Lift Height: 118"  
 Mast stages: Triple  
 Forks: N/A  
 Fuel: Electric; 24V Built in  
 Parking Brake: Hand or Foot  
 Lights: front and rear lights  
 Dash Instruments: Hour Meter, Battery Gauge  
 Stock-Picker does not require EE safety rating  
 Equipment provided to be 3 years old or less, with less than 3,000 hours on the unit hour meter.

**QTY (1) CLINs 0008, 1008, 2008, 3008, and 4008**

**DIESEL SITDOWN FORKLIFT, 20,000 lbs. base capacity, 96", DS Rating, Diesel, Enclosed cab**

## Specifications:

Type: Diesel Sit-down Forklift

Capacity: 20,000 lbs. base capacity (as shown on machine capacity label plate) on a 24" load center

Transmission: Automatic

Tires: Solid Pneumatic

Lift Height: 212"

Cab, Heater, Wipers, fan

Mast stages: Double

Forks: 96"

Fuel: Diesel

Parking Brake: Hand or Foot

Lights: Strobe, brake, front and rear drive lights

Dash Instruments: Speed, Hour Meter, Fuel Gauge

Forklift requires DS safety rating

Enclosed Cab Back-up alarm

Equipment provided to be 3 years old, with less than 3,000 hours on the unit hour meter.

**QTY (2) CLINs 0009, 1009, 2009, 3009, and 4009****ELECTRIC SITDOWN FORKLIFT, 6,000 lbs. base capacity, 42", EE Rating, ELECTRIC**

## Specifications:

Type: Electric Sitdown Forklift

Capacity: 6,000 lbs. base capacity (as shown on machine capacity label plate) on a 24" load center

Transmission: Automatic

Tires: Solid Pneumatic

Lift Height: 180"

Cab, Heater, Wipers, fan

Mast stages: Triple

Forks: 42"

Fuel: Electric; 36V

Parking Brake: Hand or Foot

Lights: Strobe, brake, front and rear drive lights

Dash Instruments: Speed, Hour Meter, Fuel Gauge

Forklift requires EE safety rating

Back-up alarm

Equipment provided to be 3 years old or less, with less than 3,000 hours on the unit hour meter.

**QTY (2) CLINs 0010, 1010, 2010, 3010, and 4010****ELECTRIC STAND UP, 3,650 lbs. base capacity, 42", EE Rating, Electric**

## Specifications:

Type: Electric Stand up

Capacity: 3,650 lbs. base capacity (as shown on machine capacity label plate) on a 24" load center

Transmission: Automatic

Tires: Cushion

Lift Height: 190"

Mast stages: Triple

Forks: 42"

Fuel: Electric 36V Fast Charge System

Parking Brake: Hand or Foot  
 Lights: Strobe, brake, front and rear drive lights  
 Dash Instruments: Hour Meter, Battery Gauge  
 Forklift requires EE safety rating  
 Back-up alarm  
 Equipment provided to be 3 years old or less, with less than 3,000 hours on the unit hour meter

**QTY (1) CLINs 0011, 1011, 2011, 3011, and 4011**

**ELECTRIC STAND UP, 3,650 lbs. base capacity, 72", EE Rating, Electric**

Specifications:

Type: Electric Stand up  
 Capacity: 3,650 lbs. base capacity (as shown on machine capacity label plate) on a 24" load center  
 Transmission: Automatic  
 Tires: Cushion  
 Lift Height: 190"  
 Mast stages: Triple  
 Forks: 72"  
 Fuel: Electric 36V Fast Charge System  
 Parking Brake: Hand or Foot  
 Lights: Strobe, brake, front and rear drive lights  
 Dash Instruments: Hour Meter, Battery Gauge  
 Forklift requires EE safety rating  
 Back- up alarm  
 Equipment provided to be 3 years old or less, with less than 3,000 hours on the unit hour meter

**QTY (1) CLINs 0012, 1012, 2012, 3012, and 4012**

**LP/GAS SITDOWN FORKLIFT, 6,500 lbs. base capacity, 42", EE rating not required, enclosed cab**

Specifications:

Type: LP/GAS Sit-down Forklift  
 Capacity: 6,500 lbs. base capacity  
 Transmission: Automatic  
 Tires: Solid Pneumatic  
 Lift Height: 185"  
 Mast Stages: Triple  
 Forks: 42"  
 Fuel: Dual Gas/Propane Enclosed cab  
 Lights: Strobe, brake, front and rear drive lights  
 Dash Instruments: Speed, Fuel gauge, battery discharge and motor hours  
 Forklift does not require EE safety rating  
 Back-up Alarm  
 4<sup>th</sup> stick position to split tines  
 Equipment provided must be 3 years old or less, with less than 3,000 hours on the unit meter

**3. DELIVERABLE ITEMS:**

**Equipment**

**3.1** The MHE provided under this solicitation must meet specifications and capabilities as specified in the SOW and CLIN descriptions.

**3.2** The Contractor shall supply, install, and maintain, 3 phase battery chargers for all Class I, II, and III Electric MHE models. There is to be one charger per piece of electric MHE equipment. This is to include wiring to Government provided disconnect within ten-feet of charger.

**3.3** The Contractor shall supply propane tanks for all MHE as required by the equipment model.

**3.4** The Contractor shall utilize a tag out and lockout in order to disable the MHE equipment if an unsafe condition exists. The Contractor shall notify the Government when equipment is placed in a tag out status and when it is removed from tag out status.

**3.5** The Contractor to supply all units fully charged and full of fuel, ready for use. The Government shall return all units back to Contractor fully charged and full of fuel.

**3.6** In accordance with NAVSUP 538, the use of MHE steering / spinner knobs on any rented / lease unit is prohibited with the exception of the Reaching and Tiering style forklifts. NAVSUP 538 is attached in Enclosure (1).

- a. Reaching and Tiering forklift is defined as: This type of forklift truck uses outriggers vice reducing size and making them suitable for use in confined spaces. The forks, which are mounted on an extendable mechanism, are elevated by means of a lift mechanism. They are electric-powered and have solid tires.

**3.7** The electric MHE shall contain a Water-Up system or Water-Up system capability.

**3.8** All sit down MHE units shall have air ride suspension seats.

**3.9** Provide one manual for each model of equipment.

#### **Maintenance/Repairs**

**3.10** The Contractor shall provide a point of contact for preventative and remedial maintenance and repair.

**3.11** The Contractor shall provide preventative and remedial maintenance per the manufacturer's maintenance manuals to ensure fully adequate, efficient, and serviceable fleet of MHE.

**3.12** The Contractor shall notify the Government Contracting Officer's Representative (COR) when remedial maintenance (flat tire, brake problems, broken lift chains, leaking or broken hoses) is needed.



**3.13** The Contractor shall respond to all maintenance or repair calls within one (1) business day from the date of notification provided by the Contracting Officer or COR.

**3.14** In the event that the MHE unit cannot be repaired within one (1) business day, the Contractor shall complete the repair or provide a replacement unit within five (5) business days. The Contractor shall communicate the status of repair / replacement calls to the COR, along with projected completion dates.

**3.15** The Government will reimburse the Contractor for repairs that are attributed to abuse or damage caused by the Government personnel beyond normal wear and tear. Prior to performing any repairs that are attributed to abuse or damage caused by Government personnel, the Contractor shall submit a cost estimate to the COR. The COR will review the estimate and approve the repair prior to the Contractor commencing repair services. This repair is included as a CLIN. Tread wear on tires, small dents, and small scratches are considered normal usage.

#### **Training**

**3.16** The Contractor shall provide Government operators familiarization training at time of equipment issue on all units and on an as needed basis. Familiarization training should include, at a minimum, location of any safety equipment, instructions for safe use of equipment, location and function of different controls, and preventative maintenance schedule. Also included should be the location or information on the following:

- Water or coolant
- Oil level
- Optimum tire pressures
- Fire extinguisher (if installed)
- Horn
- Brakes (both parking and foot)
- Back-up alarms
- Location and function of various levers
- Location of any owners or maintenance manuals

#### **4. CONTRACTOR FURNISHED MATERIAL:**

**4.1 Equipment Furnished.** The contractor shall provide 31 pieces of MHE for lease as described in paragraphs 2 through 3.9.

**4.2 Maintenance and Repairs.** The contractor shall provide repair services as described in paragraph 3.10 through 3.15.

**4.3 Training:** The contractor shall provide training as described in paragraph 3.16.

#### **5. QUALITY ASSURANCE REQUIREMENTS:**

##### **Performance Requirements Summary**

Description	Acceptable Quality Level (AQL)	Method of Surveillance
Perform all preventative and corrective maintenance in a timely manner	MHE fleet is fully operational 98% of the time.	Random inspection/customer feedback
Contractor shall respond to maintenance or repair calls within one (1) business day from the date of notification provided by the Contracting Officer or COR.	Contractor responds to 98% of all maintenance or repair calls within one business day.	COR review of all maintenance / repair calls
In the event that the MHE unit cannot be repaired within one (1) business day, the Contractor shall complete the repair or provide a replacement unit within five (5) business days.	95% of all repairs or replacements completed within one (1) business day	COR to complete monthly compliance reviews
Contractor to maintain close liaison and good communication with the Government	Any problems or questions encountered by either party are addressed within 24 hours	COR tracking, logging, and review of contractor response to requests

## 6. SECURITY REQUIREMENTS:

**6.1** The Contractor shall obtain all required badges and passes for entrance into Naval Base Kitsap and Naval Undersea Warfare Center (NUWC) Division Keyport and abide by all security requirements.

**6.2** Contractor employees or any representative of the Contractor entering DOD installations as part of performing SOW requirements shall abide by all security regulations and may be subject to security checks.

**6.3** Contractor personnel and property are subject to search upon entering, while on, and upon leaving the DoD locations pursuant to installation regulations.

**6.4** The Installation Commander has the authority to bar individuals from the installation. The removal from the jobsite or dismissal from the premises shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the services as required by this SOW.

**6.5** Contractor personnel shall conduct themselves with acceptable business decorum at all times. The Contractor shall remove any individual from the site whose continued presence is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of national security.

**7. GOVERNMENT REPRESENTATIVE** TBD Upon Award

**8. EVIROMENTAL AND SAFETY:**

**8.1** The Contractor shall comply with all federal, state and local laws, regulations, and Navy requirements for Hazardous Material (HM) and Hazardous Waste (HW). The Contractor shall operate in accordance with established Hazardous Communication Standard (HAZCOM), Spill and Accidental Release policies and procedures to protect the health and safety of all employees and the community to minimize / eliminate the risk of environmental pollution. NAVSEA Keyport Contractor's Guide to Environmental Compliance is attached in Enclosure (2).

**8.2** Spill Prevention and Notification. The Contractor shall comply with all Spill Prevention and Cleanup plans, outlined in NAVSEA Keyport Contractor's Guide to Environmental Compliance, Enclosure (1).

**8.3** Prior to Government acceptance of any leased or rented MHE, be it initial delivery or after preventative or remedial maintenance, the Contractor shall perform inspections to ensure the MHE is operating properly. MHE shall not be operated if any defect or safety problem is observed.

**8.4** The Contractor shall notify the COR immediately when it discovers MHE with defects or safety problems.

**9. Government Business Hours- M-F 07:30-16:00, excluding Federal Holidays**

**10. EQUIPMENT SPECIFICATIONS**

Ratings Defined:

- Type EE Rating. Type E (Electric) MHE with electric motor and all other electrical components.

- Type LPS Rating. Type LPS (Liquefied Propane Safety) MHE with additional safeguards to exhaust, fuel, and electrical systems.
- Type DS Rating. Diesel powered units that are provided with additional safeguards to the exhaust, fuel and electrical systems.

ITEM NO CLIN Number 0001	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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ELECTRIC WALKIE REACH STACKER  
FFP

Twelve (12) month lease of a quantity of ten (10) Electric Walkie Reach Stackers  
3,000 pound base capacity, 42" forks, EE Rating not required, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)  
NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.  
FOB: Destination  
PSC CD: W039

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NET AMT

ITEM NO CLIN Number 0002	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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ELECTRIC TURRET STOCK PICKER  
FFP

Twelve (12) month lease of a quantity of one (1) Electric Turret Stock Picker  
3,000 pound base capacity, 42" forks, EE rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)  
NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.  
FOB: Destination  
PSC CD: W039

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NET AMT

ITEM NO CLIN Number 0003	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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ELECTRIC STAND UP REACH FORKLIFT  
FFP

Twelve (12) month lease of a quantity of three (3) Electric Stand Up Reach  
Forklifts  
4,500 pound base capacity, 42" forks, EE Rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)  
NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.  
FOB: Destination  
PSC CD: W039

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NET AMT

ITEM NO CLIN Number 0004	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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LP / GAS SITDOWN FORKLIFT  
FFP

Twelve (12) month lease of a quantity of three (3) LP / Gas Sitdown Forklifts  
6,500 pound base capacity, 42" forks, EE Rating not required, Enclosed cab  
Specifications and requirements as defined in the Statement of Work (SOW)  
NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.  
FOB: Destination  
PSC CD: W039

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		12	Months		

## LP SITDOWN FORKLIFT

FFP

Twelve (12) month lease of a quantity of one (1) LP Sitdown Forklift

6,500 pound base capacity, 60" forks, LPS rating, enclosed cab

Specifications and requirements as defined in the Statement of Work (SOW)

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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 NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		12	Months		

## LP / GAS SITDOWN FORKLIFT

FFP

Twelve (12) month lease of a quantity of two (2) LP / Gas Sitdown Forklifts

6,500 pound base capacity, 42" forks, EE rating not required

Specifications and requirements as defined in the Statement of Work (SOW)

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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CLIN  
Number  
0007

12

Months

ELECTRIC WORK ASSIST VEHICLE (WAV)

FFP

Twelve (12) month lease of a quantity of four (4) Electric Work Assist Vehicles  
350 pound base capacity, EE Rating not required, Electric

Specifications and requirements as defined in the Statement of Work (SOW)

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT



ITEM NO CLIN Number 0008	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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DIESEL SITDOWN FORKLIFT  
FFP

Twelve (12) month lease of a quantity of one (1) Diesel Sitdown Forklift  
20,000 pound base capacity, 96" forks, DS Rating, Diesel, Enclosed cab  
Specifications and requirements as defined in the Statement of Work (SOW)  
NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.  
FOB: Destination  
PSC CD: W039

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NET AMT

ITEM NO CLIN Number 0009	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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ELECTRIC SITDOWN FORKLIFT  
FFP

Twelve (12) month lease of a quantity of two (2) Electric Sitdown Forklift  
6,000 pound base capacity, 42" forks, EE Rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)  
NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.  
FOB: Destination  
PSC CD: W039

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		12	Months		
Number					
0010					

## ELECTRIC STAND UP

FFP

Twelve (12) month lease of a quantity of two (2) Electric Stand Ups

3,650 pound base capacity, 42" forks, EE Rating, Electric

Specifications and requirements as defined in the Statement of Work (SOW)

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		12	Months		

ELECTRIC STAND UP  
FFP

Twelve (12) month lease of a quantity of one (1) Electric Stand Up  
3,650 pound base capacity, 72" forks, EE Rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)  
NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.  
FOB: Destination  
PSC CD: W039

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		12	Months		

LP / GAS SITDOWN FORKLIFT  
FFP

Twelve (12) month lease of a quantity of one (1) LP / Gas Sitdown Forklift  
6,500 pound base capacity, 42" forks, EE Rating not required, Enclosed cab  
Specifications and requirements as defined in the Statement of Work (SOW)  
NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.  
FOB: Destination  
PSC CD: W039

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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8

Each

EQUIPMENT REPAIR / ANNUAL INCIDENTALS  
FFP

Repair of equipment due to Government abuse to be priced at a total of \$8,000.00 annually.

This CLIN is to be utilized In the event that repairs are required due to Government abuse, not including regular maintenance or wear & tear, in accordance with Statement of Work (SOW) paragraph 3.15

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 1001	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
OPTION	<p>ELECTRIC WALKIE REACH STACKER FFP Twelve (12) month lease of a quantity of ten (10) Electric Walkie Reach Stackers 3,000 pound base capacity, 42" forks, EE Rating not required, Electric Specifications and requirements as defined in the Statement of Work (SOW)</p> <p>This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: W039</p>				

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION

ELECTRIC TURRET STOCK PICKER  
FFP

Twelve (12) month lease of a quantity of one (1) Electric Turret Stock Picker  
3,000 pound base capacity, 42" forks, EE rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 1003	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION

ELECTRIC STAND UP REACH FORKLIFT  
FFPTwelve (12) month lease of a quantity of three (3) Electric Stand Up Reach  
Forklifts

4,500 pound base capacity, 42" forks, EE Rating, Electric

Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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 NET AMT

ITEM NO CLIN Number 1004	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
OPTION	LP / GAS SITDOWN FORKLIFT FFP Twelve (12) month lease of a quantity of three (3) LP / Gas Sitdown Forklifts 6,500 pound base capacity, 42" forks, EE Rating not required, Enclosed cab Specifications and requirements as defined in the Statement of Work (SOW)  This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: W039				

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NET AMT



ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		12	Months		
OPTION	LP SITDOWN FORKLIFT FFP Twelve (12) month lease of a quantity of one (1) LP Sitdown Forklift 6,500 pound base capacity, 60" forks, LPS rating, enclosed cab Specifications and requirements as defined in the Statement of Work (SOW)  This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: W039				

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NET AMT

ITEM NO CLIN Number 1006	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	LP / GAS SITDOWN FORKLIFT FFP Twelve (12) month lease of a quantity of two (2) LP / Gas Sitdown Forklifts 6,500 pound base capacity, 42" forks, EE rating not required Specifications and requirements as defined in the Statement of Work (SOW)				
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This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	<p>ELECTRIC WORK ASSIST VEHICLE (WAV) FFP Twelve (12) month lease of a quantity of four (4) Electric Work Assist Vehicles 350 pound base capacity, EE Rating not required, Electric Specifications and requirements as defined in the Statement of Work (SOW)</p> <p>This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: W039</p>				
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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008		12	Months		
OPTION	DIESEL SITDOWN FORKLIFT FFP Twelve (12) month lease of a quantity of one (1) Diesel Sitdown Forklift 20,000 pound base capacity, 96" forks, DS Rating, Diesel, Enclosed cab Specifications and requirements as defined in the Statement of Work (SOW)  This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: W039				

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION

ELECTRIC SITDOWN FORKLIFT  
FFP

Twelve (12) month lease of a quantity of two (2) Electric Sitdown Forklift  
6,000 pound base capacity, 42" forks, EE Rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010		12	Months		

OPTION ELECTRIC STAND UP  
FFP

Twelve (12) month lease of a quantity of two (2) Electric Stand Ups  
3,650 pound base capacity, 42" forks, EE Rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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OPTION

ELECTRIC STAND UP  
FFP

Twelve (12) month lease of a quantity of one (1) Electric Stand Up  
3,650 pound base capacity, 72" forks, EE Rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	LP / GAS SITDOWN FORKLIFT FFP
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Twelve (12) month lease of a quantity of one (1) LP / Gas Sitdown Forklift  
6,500 pound base capacity, 42" forks, EE Rating not required, Enclosed cab  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT



ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013		8	Each		
OPTION	<p>EQUIPMENT REPAIR / ANNUAL INCIDENTALS</p> <p>FFP</p> <p>Repair of equipment due to Government abuse to be priced at a total of \$8,000.00 annually.</p> <p>This CLIN is to be utilized In the event that repairs are required due to Government abuse, not including regular maintenance or wear &amp; tear, in accordance with Statement of Work (SOW) paragraph 3.15</p> <p>This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>FOB: Destination</p> <p>PSC CD: W039</p>				

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NET AMT

ITEM NO CLIN Number 2001	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	<p>ELECTRIC WALKIE REACH STACKER FFP Twelve (12) month lease of a quantity of ten (10) Electric Walkie Reach Stackers 3,000 pound base capacity, 42" forks, EE Rating not required, Electric Specifications and requirements as defined in the Statement of Work (SOW)</p> <p>This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: W039</p>				
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NET AMT

ITEM NO CLIN Number 2002	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	ELECTRIC TURRET STOCK PICKER FFP
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Twelve (12) month lease of a quantity of one (1) Electric Turret Stock Picker  
3,000 pound base capacity, 42" forks, EE rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 2003	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION

ELECTRIC STAND UP REACH FORKLIFT  
FFPTwelve (12) month lease of a quantity of three (3) Electric Stand Up Reach  
Forklifts

4,500 pound base capacity, 42" forks, EE Rating, Electric

Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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 NET AMT

ITEM NO CLIN Number 2004	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	LP / GAS SITDOWN FORKLIFT FFP
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Twelve (12) month lease of a quantity of three (3) LP / Gas Sitdown Forklifts  
6,500 pound base capacity, 42" forks, EE Rating not required, Enclosed cab  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 2005	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	LP SITDOWN FORKLIFT FFP
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Twelve (12) month lease of a quantity of one (1) LP Sitdown Forklift  
6,500 pound base capacity, 60" forks, LPS rating, enclosed cab  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 2006	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	LP / GAS SITDOWN FORKLIFT FFP Twelve (12) month lease of a quantity of two (2) LP / Gas Sitdown Forklifts 6,500 pound base capacity, 42" forks, EE rating not required Specifications and requirements as defined in the Statement of Work (SOW)				
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This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 2007	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	<p>ELECTRIC WORK ASSIST VEHICLE (WAV) FFP Twelve (12) month lease of a quantity of four (4) Electric Work Assist Vehicles 350 pound base capacity, EE Rating not required, Electric Specifications and requirements as defined in the Statement of Work (SOW)</p> <p>This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>FOB: Destination PSC CD: W039</p>				
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NET AMT



ITEM NO CLIN Number 2008	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
OPTION	<p>DIESEL SITDOWN FORKLIFT FFP Twelve (12) month lease of a quantity of one (1) Diesel Sitdown Forklift 20,000 pound base capacity, 96" forks, DS Rating, Diesel, Enclosed cab Specifications and requirements as defined in the Statement of Work (SOW)</p> <p>This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>FOB: Destination PSC CD: W039</p>				

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 NET AMT

ITEM NO CLIN Number 2009	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION

ELECTRIC SITDOWN FORKLIFT  
FFP

Twelve (12) month lease of a quantity of two (2) Electric Sitdown Forklift  
6,000 pound base capacity, 42" forks, EE Rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 2010	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	ELECTRIC STAND UP FFP
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Twelve (12) month lease of a quantity of two (2) Electric Stand Ups  
3,650 pound base capacity, 42" forks, EE Rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 2011	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	ELECTRIC STAND UP FFP
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Twelve (12) month lease of a quantity of one (1) Electric Stand Up  
3,650 pound base capacity, 72" forks, EE Rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 2012	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
OPTION	LP / GAS SITDOWN FORKLIFT FFP Twelve (12) month lease of a quantity of one (1) LP / Gas Sitdown Forklift 6,500 pound base capacity, 42" forks, EE Rating not required, Enclosed cab Specifications and requirements as defined in the Statement of Work (SOW)  This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: W039				

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NET AMT

ITEM NO CLIN Number 2013	SUPPLIES/SERVICES	QUANTITY 8	UNIT Each	UNIT PRICE	AMOUNT
OPTION	<p>EQUIPMENT REPAIR / ANNUAL INCIDENTALS FFP Repair of equipment due to Government abuse to be priced at a total of \$8,000.00 annually. This CLIN is to be utilized In the event that repairs are required due to Government abuse, not including regular maintenance or wear &amp; tear, in accordance with Statement of Work (SOW) paragraph 3.15</p> <p>This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: W039</p>				

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	<p>ELECTRIC WALKIE REACH STACKER FFP Twelve (12) month lease of a quantity of ten (10) Electric Walkie Reach Stackers 3,000 pound base capacity, 42" forks, EE Rating not required, Electric Specifications and requirements as defined in the Statement of Work (SOW)</p> <p>This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: W039</p>				
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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		12	Months		

OPTION ELECTRIC TURRET STOCK PICKER  
FFP

Twelve (12) month lease of a quantity of one (1) Electric Turret Stock Picker  
3,000 pound base capacity, 42" forks, EE rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT



ITEM NO CLIN Number 3003	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	ELECTRIC STAND UP REACH FORKLIFT FFP Twelve (12) month lease of a quantity of three (3) Electric Stand Up Reach Forklifts 4,500 pound base capacity, 42" forks, EE Rating, Electric Specifications and requirements as defined in the Statement of Work (SOW)				
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This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION

LP / GAS SITDOWN FORKLIFT  
FFP

Twelve (12) month lease of a quantity of three (3) LP / Gas Sitdown Forklifts  
6,500 pound base capacity, 42" forks, EE Rating not required, Enclosed cab  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 3005	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	LP SITDOWN FORKLIFT FFP
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Twelve (12) month lease of a quantity of one (1) LP Sitdown Forklift  
6,500 pound base capacity, 60" forks, LPS rating, enclosed cab  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
3006					

OPTION

LP / GAS SITDOWN FORKLIFT  
FFP

Twleve (12) month lease of a quantity of two (2) LP / Gas Sitdown Forklifts  
6,500 pound base capacity, 42" forks, EE rating not required  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 3007	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	<p>ELECTRIC WORK ASSIST VEHICLE (WAV) FFP Twelve (12) month lease of a quantity of four (4) Electric Work Assist Vehicles 350 pound base capacity, EE Rating not required, Electric Specifications and requirements as defined in the Statement of Work (SOW)</p> <p>This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>FOB: Destination PSC CD: W039</p>				
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NET AMT

ITEM NO CLIN Number 3008	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	DIESEL SITDOWN FORKLIFT FFP
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Twelve (12) month lease of a quantity of one (1) Diesel Sitdown Forklift  
20,000 pound base capacity, 96" forks, DS Rating, Diesel, Enclosed cab  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 3009	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION

ELECTRIC SITDOWN FORKLIFT  
FFP

Twelve (12) month lease of a quantity of two (2) Electric Sitdown Forklift  
6,000 pound base capacity, 42" forks, EE Rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 3010	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	ELECTRIC STAND UP FFP
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Twelve (12) month lease of a quantity of two (2) Electric Stand Ups  
3,650 pound base capacity, 42" forks, EE Rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT



ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011		12	Months		

OPTION ELECTRIC STAND UP  
FFP

Twelve (12) month lease of a quantity of one (1) Electric Stand Up  
3,650 pound base capacity, 72" forks, EE Rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	LP / GAS SITDOWN FORKLIFT FFP
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Twelve (12) month lease of a quantity of one (1) LP / Gas Sitdown Forklift  
6,500 pound base capacity, 42" forks, EE Rating not required, Enclosed cab  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3013		8	Each		
OPTION	<p>EQUIPMENT REPAIR / ANNUAL INCIDENTALS</p> <p>FFP</p> <p>Repair of equipment due to Government abuse to be priced at a total of \$8,000.00 annually.</p> <p>This CLIN is to be utilized In the event that repairs are required due to Government abuse, not including regular maintenance or wear &amp; tear, in accordance with Statement of Work (SOW) paragraph 3.15</p> <p>This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>FOB: Destination</p> <p>PSC CD: W039</p>				

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	<p>ELECTRIC WALKIE REACH STACKER FFP Twelve (12) month lease of a quantity of ten (10) Electric Walkie Reach Stackers 3,000 pound base capacity, 42" forks, EE Rating not required, Electric Specifications and requirements as defined in the Statement of Work (SOW)</p> <p>This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: W039</p>				
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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	ELECTRIC TURRET STOCK PICKER FFP
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Twelve (12) month lease of a quantity of one (1) Electric Turret Stock Picker  
3,000 pound base capacity, 42" forks, EE rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 4003	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION

ELECTRIC STAND UP REACH FORKLIFT  
FFPTwelve (12) month lease of a quantity of three (3) Electric Stand Up Reach  
Forklifts

4,500 pound base capacity, 42" forks, EE Rating, Electric

Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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 NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
4004					

OPTION LP / GAS SITDOWN FORKLIFT  
FFP

Twelve (12) month lease of a quantity of three (3) LP / Gas Sitdown Forklifts  
6,500 pound base capacity, 42" forks, EE Rating not required, Enclosed cab  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 4005	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
OPTION	<p>LP SITDOWN FORKLIFT FFP Twelve (12) month lease of a quantity of one (1) LP Sitdown Forklift 6,500 pound base capacity, 60" forks, LPS rating, enclosed cab Specifications and requirements as defined in the Statement of Work (SOW)</p> <p>This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>FOB: Destination PSC CD: W039</p>				

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NET AMT



ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	LP / GAS SITDOWN FORKLIFT FFP Twleve (12) month lease of a quantity of two (2) LP / Gas Sitdown Forklifts 6,500 pound base capacity, 42" forks, EE rating not required Specifications and requirements as defined in the Statement of Work (SOW)
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This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 4007	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	<p>ELECTRIC WORK ASSIST VEHICLE (WAV) FFP Twelve (12) month lease of a quantity of four (4) Electric Work Assist Vehicles 350 pound base capacity, EE Rating not required, Electric Specifications and requirements as defined in the Statement of Work (SOW)</p> <p>This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>FOB: Destination PSC CD: W039</p>				
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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	DIESEL SITDOWN FORKLIFT FFP
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Twelve (12) month lease of a quantity of one (1) Diesel Sitdown Forklift  
20,000 pound base capacity, 96" forks, DS Rating, Diesel, Enclosed cab  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 4009	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	ELECTRIC SITDOWN FORKLIFT FFP Twelve (12) month lease of a quantity of two (2) Electric Sitdown Forklift 6,000 pound base capacity, 42" forks, EE Rating, Electric Specifications and requirements as defined in the Statement of Work (SOW)				
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This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 4010	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
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OPTION	ELECTRIC STAND UP FFP
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Twelve (12) month lease of a quantity of two (2) Electric Stand Ups  
3,650 pound base capacity, 42" forks, EE Rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011		12	Months		

OPTION ELECTRIC STAND UP  
FFP

Twelve (12) month lease of a quantity of one (1) Electric Stand Up  
3,650 pound base capacity, 72" forks, EE Rating, Electric  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE	AMOUNT
4012					

OPTION	LP / GAS SITDOWN FORKLIFT FFP
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Twelve (12) month lease of a quantity of one (1) LP / Gas Sitdown Forklift  
6,500 pound base capacity, 42" forks, EE Rating not required, Enclosed cab  
Specifications and requirements as defined in the Statement of Work (SOW)

This is an Option Item only and in no way is purchased or guaranteed under the  
resulting contract. Work cannot be started or performed under the Option Items  
without Option Exercise by the Contracting Officer in accordance with FAR  
Clause 52.217-7 VAR I.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and  
Valuation, are applicable for this line item. The contractor shall provide DoD  
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PSC CD: W039

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NET AMT

ITEM NO CLIN Number 4013	SUPPLIES/SERVICES	QUANTITY 8	UNIT Each	UNIT PRICE	AMOUNT
OPTION	<p>EQUIPMENT REPAIR / ANNUAL INCIDENTALS FFP Repair of equipment due to Government abuse to be priced at a total of \$8,000.00 annually. This CLIN is to be utilized In the event that repairs are required due to Government abuse, not including regular maintenance or wear &amp; tear, in accordance with Statement of Work (SOW) paragraph 3.15</p> <p>This is an Option Item only and in no way is purchased or guaranteed under the resulting contract. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer in accordance with FAR Clause 52.217-7 VAR I. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: W039</p>				

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NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government



[illegible]

4010	Destination	Government	Destination	Government
4011	Destination	Government	Destination	Government
4012	Destination	Government	Destination	Government
4013	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-FEB-2023 TO 31-JAN-2024	N/A	NUWC DIVISION KEYPORT RECEIVING OFFICER 610 DOWELL ST. BLDG. 514 RECEIVING OFFICER KEYPORT WA 98345 360-396-2760 FOB: Destination	N00253
0002	POP 01-FEB-2023 TO 31-JAN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
0003	POP 01-FEB-2023 TO 31-JAN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
0004	POP 01-FEB-2023 TO 31-JAN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
0005	POP 01-FEB-2023 TO 31-JAN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
0006	POP 01-FEB-2023 TO 31-JAN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
0007	POP 01-FEB-2023 TO 31-JAN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
0008	POP 01-FEB-2023 TO 31-JAN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
0009	POP 01-FEB-2023 TO 31-JAN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
0010	POP 01-FEB-2023 TO 31-JAN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253

0011	POP 01-FEB-2023 TO 31-JAN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
0012	POP 01-FEB-2023 TO 31-JAN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
0013	POP 01-FEB-2023 TO 31-JAN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
1001	POP 01-FEB-2024 TO 31-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
1002	POP 01-FEB-2024 TO 31-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
1003	POP 01-FEB-2024 TO 31-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
1004	POP 01-FEB-2024 TO 31-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
1005	POP 01-FEB-2024 TO 31-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
1006	POP 01-FEB-2024 TO 31-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
1007	POP 01-FEB-2024 TO 31-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
1008	POP 01-FEB-2024 TO 31-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
1009	POP 01-FEB-2024 TO 31-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
1010	POP 01-FEB-2024 TO 31-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
1011	POP 01-FEB-2024 TO 31-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
1012	POP 01-FEB-2024 TO 31-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
1013	POP 01-FEB-2024 TO 31-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
2001	POP 01-FEB-2025 TO 31-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253

2002	POP 01-FEB-2025 TO 31-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
2003	POP 01-FEB-2025 TO 31-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
2004	POP 01-FEB-2025 TO 31-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
2005	POP 01-FEB-2025 TO 31-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
2006	POP 01-FEB-2025 TO 31-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
2007	POP 01-FEB-2025 TO 31-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
2008	POP 01-FEB-2025 TO 31-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
2009	POP 01-FEB-2025 TO 31-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
2010	POP 01-FEB-2025 TO 31-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
2011	POP 01-FEB-2025 TO 31-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
2012	POP 01-FEB-2025 TO 31-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
2013	POP 01-FEB-2025 TO 31-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
3001	POP 01-FEB-2026 TO 31-JAN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
3002	POP 01-FEB-2026 TO 31-JAN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
3003	POP 01-FEB-2026 TO 31-JAN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
3004	POP 01-FEB-2026 TO 31-JAN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
3005	POP 01-FEB-2026 TO 31-JAN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253

3006	POP 01-FEB-2026 TO 31-JAN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
3007	POP 01-FEB-2026 TO 31-JAN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
3008	POP 01-FEB-2026 TO 31-JAN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
3009	POP 01-FEB-2026 TO 31-JAN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
3010	POP 01-FEB-2026 TO 31-JAN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
3011	POP 01-FEB-2026 TO 31-JAN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
3012	POP 01-FEB-2026 TO 31-JAN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
3013	POP 01-FEB-2026 TO 31-JAN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
4001	POP 01-FEB-2027 TO 31-JAN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
4002	POP 01-FEB-2027 TO 31-JAN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
4003	POP 01-FEB-2027 TO 31-JAN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
4004	POP 01-FEB-2027 TO 31-JAN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
4005	POP 01-FEB-2027 TO 31-JAN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
4006	POP 01-FEB-2027 TO 31-JAN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
4007	POP 01-FEB-2027 TO 31-JAN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
4008	POP 01-FEB-2027 TO 31-JAN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
4009	POP 01-FEB-2027 TO 31-JAN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253

4010	POP 01-FEB-2027 TO 31-JAN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
4011	POP 01-FEB-2027 TO 31-JAN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
4012	POP 01-FEB-2027 TO 31-JAN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253
4013	POP 01-FEB-2027 TO 31-JAN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00253

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (JUN 2020) -- Alternate I	NOV 2021
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
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
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021

52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Products and Commercial Services (Deviation 2018-O0021)	MAY 2022
52.217-5	Evaluation Of Options	JUL 1990
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	SEP 2021
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9	Small Business Subcontracting Plan	NOV 2021
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.219-28	Post-Award Small Business Program Rerepresentation	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-19 (Dev)	Child Labor - Cooperation with Authorities and Remedies (DEVIATION 2020-O0019)	JAN 2022
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	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
52.222-54	Employment Eligibility Verification	MAY 2022
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
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
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
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.247-34	F.O.B. Destination	NOV 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992

252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.211-7003	Item Unique Identification and Valuation	MAR 2022
252.215-7008	Only One Offer	JUL 2019
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	AUG 2022
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-00015)	MAY 2020
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
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
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	FEB 2019

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-24 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)

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

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

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - (iii) In an administrative proceeding, a finding of fault and liability that results in--
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
  - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
  - (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
  - (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).
- (End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☒ DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(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](mailto: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)

#### 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	Pay Rate	Monetary Wage-Fringe Benefits
05110 – MOBILE EQUIPMENT SERVICER	WG-6	\$26.97

(End of clause)

#### 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):

FAR: <http://acquisition.gov/far/>

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

NMCARS: <https://www.secnave.navy.mil/rda/DASN-P/Pages/NMCARS.aspx>

DoD Class Deviations: [https://www.acq.osd.mil/dpap/dars/class\\_deviations.html](https://www.acq.osd.mil/dpap/dars/class_deviations.html)

(End of provision)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR: <http://acquisition.gov/far/>

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

NMCARS: <https://www.secnaveavy.mil/rda/DASN-P/Pages/NMCARS.aspx>

DoD Class Deviations: [https://www.acq.osd.mil/dpap/dars/class\\_deviations.html](https://www.acq.osd.mil/dpap/dars/class_deviations.html)

(End of clause)

## 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any [Defense Federal Acquisition Regulation Supplement](#) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any any [Defense Federal Acquisition Regulation Supplement](#) (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)

## 252.204-7016 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)

#### 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.

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**Document Type: Invoice and Receiving Report (Combo)**

**Inspection Location: Destination**

**Acceptance Location: Destination**

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

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**Document Type: Invoice and Receiving Report (Combo)**

**Inspection Location: Destination**

**Acceptance Location: Destination**

(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	N62839
Issue By DoDAAC	N65726
Admin DoDAAC**	N65726
Inspect By DoDAAC	N65726
Ship To Code	N00253
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

(g) WAWF point of contact.

**Send additional email notifications to: [Receiptcontrol.nuwckpt.fct@navy.mil](mailto:Receiptcontrol.nuwckpt.fct@navy.mil)**

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

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**Keyport Vendor Pay Group: (360) 315-8500 or [vendorpay.nuwckpt.fct@navy.mil](mailto:vendorpay.nuwckpt.fct@navy.mil)**

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

(End of clause)

52.217-7 VAR I OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)  
(NAVSEA VARIATION I) (OCT 2018)

The Government may require the delivery of the numbered line item(s)/subline item(s), identified in the Schedule as an option item(s), in the quantity and at the price(s) stated in the Schedule. If more than one option exists, the Government has the right to unilaterally exercise any such option, in whole or in part up to the total quantity specified in the option item, whether or not it has exercised other options. Option(s) shall be exercised, if at all, by written or telegraphic notice(s) signed by the Contracting Officer and sent within the time(s) specified below:

<u>ITEM(S)</u>	<u>LATEST OPTON EXERCISE DATE</u>
<u>1001 – 1013</u>	<u>365 ADC</u>
<u>2001 – 2013</u>	<u>730 ADC</u>
<u>3001 – 3013</u>	<u>1095 ADC</u>
<u>4001 – 4013</u>	<u>1460 ADC</u>

(End of clause)

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

- (a) Department - means the Department of the Navy.
- (b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.
- (c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

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

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

(End of text)

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

(OCT 2018)

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

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

(1) The support contractor not disclose any information;

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

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

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

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

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

(End of text)

C-211-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-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(End of text)

#### C-246-H001 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (OCT 2018)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

(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)

#### F-211-W001 PARTIAL DELIVERIES (NAVSEA) (OCT 2018)

Partial deliveries will not be accepted without specific approval from the Contracting Officer.

(End of text)

#### F-242-H001 CONTRACTOR NOTICE REGARDING LATE DELIVERY (NAVSEA) (OCT 2018)

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, the contractor shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however, such notice shall not constitute a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

(End of text)

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

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

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

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).



Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

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

**This entire procurement is 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: Benjamin Fisher

(ii) The Contract Specialist is:

Name: Indiana Bolger

Address:

5450 Carlisle Pike, Suite 307-WS 277

Mechanicsburg, PA 17050-2411

Phone: (717) 605-1723

E-mail: indiana.r.bolger.civ@us.navy.mil

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

The Contracting Officer's Representative (COR) is:

Name: TBD Upon Award

Address:

Phone:

E-mail:

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

Name: TBD Upon Award

Title:

Address:

Phone:

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

(End of text)

#### H-209-H004 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (DEC 2018)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government:

(1) any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(e) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (g) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(f) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(g) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

- (h) Notwithstanding paragraph (g) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.
- (i) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.
- (j) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (k) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (l) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (m) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (n) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (o) Compliance with this requirement is a material requirement of this contract.

(End of text)

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

- (a) NAVSEA may use a contractor to manage official contract files hereinafter referred to as "the support contractor", including the official file supporting this procurement. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.
- (b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file management services are acquired will contain a requirement that
  - (1) The support contractor not disclose any information;

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

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

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

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

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

(End of provision)

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

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, either as a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to Naval Undersea Warfare Center Division, Keyport, 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 5 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-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 seven calendar days after issuance of the solicitation. Although every effort will be made, the Government makes no guarantee that questions received after the date above will be answered.

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

(End of provision)

#### L-219-H001 SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JAN 2021)

Offeror shall submit as part of its proposal a subcontracting plan in accordance with the clause entitled "Small Business Subcontracting Plan" (FAR 52.219-9). The plan shall include a five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

(End of provision)

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

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

#### EVALUATION CRITERIA

##### **1.0 GENERAL**

This Contract is competed as "Full and Open Competition".

Offerors are advised that technical submissions may be evaluated without consideration of any proposed subcontractor which is deemed to have an organizational conflict of interest per L-209-H009.

##### **2.0 EVALUATION FACTORS**

This Contract will be awarded on a Lowest Price Technically Acceptable (LPTA) basis. The Evaluation Factors that will be used in evaluating offers are as follows:

- Factor 1: Technical Acceptability
- Factor 2: Past Performance Acceptability
- Factor 3: Price

##### **3.0 EVALUATION METHODOLOGY**

The evaluation methodology is as follows:

##### **3.1 Factor 1 – Technical Acceptability**

(a) Quotes will be evaluated for technical acceptability in meeting the solicitation requirements. Failure of an Offeror to demonstrate technical acceptability, upon which an assessment can be made with confidence regarding the Offeror's ability to successfully perform, will be deemed as that Offeror being technically unacceptable. The Offeror shall submit a technical specification sheet with the Quote. The technical specification sheet shall, at a minimum, provide the proposed specifications for each type of MHE unit listed in the SOW and list the CLIN the



specifications correspond to. The Offeror's technical submission will be evaluated to determine if it is acceptable or unacceptable. **The offer must be determined technically acceptable before being considered further.**

**(b) Compliance / Exceptions** – On the technical specification sheet or a document, identify any “exceptions” to the specifications in the SOW and/or solicitation terms and conditions. State precisely how the offered MHE/services differ from the applicable SOW paragraph(s) and/or terms and conditions. Any exception which is not expressly approved by the Contracting Officer in writing is hereby rejected and void. Failure to comply with the submittal requirements of this paragraph may result in the rejection of the offer. If there are no exceptions, state “NONE”.

### **3.2 Factor 2 – Past Performance**

Past performance will be evaluated based on the Offerors demonstrated ability to satisfy its customers in the past, deliver products and services of high quality, meet delivery schedules, and comply with applicable Federal, State, and local laws and regulations.

The Government may contact some or all of each Offeror's customers to ask whether or not they believe:

1. That the Offeror is capable, efficient, and effective;
2. That the Offeror's performance conformed to the terms and conditions of its contract;
3. That the Offeror was cooperative during performance;
4. That the Offeror was committed to customer satisfaction.

Additionally they may ask if given a chance would they select the same or a different Contractor and/or other questions related to the Offeror's ability in the areas outlined in this Factor.

Offerors are advised that the Government may consider information obtained from sources other than those identified by the Offeror, including Federal, State and Local Government agencies, better business bureaus, published media, and any other sources available to the Government, to include, but not limited to, Supplier Performance Risk System (SPRS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), Federal Subaward Reporting System (FSRS), or other databases; the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers, and Fee Determining Officials.

The Government will consider the relevance of past performance information obtained in relation to the scope of this procurement. Past performance for projects completed more than 3 years ago or started less than 6 months ago will not be considered.

**NOTE:** In the case of an Offeror without a record of relevant past performance, or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown (or “neutral”) past performance. In the context of acceptability/unacceptability, a neutral shall be considered “acceptable”.

### **3.3 Factor 3 – Price**

Offerors are required to submit prices for all line items included in the solicitation. Failure to submit a price for any line items will result in the offer being determined to be non-responsive and ineligible for award. Pricing will be reviewed for the following:

1. Completeness – All pricing information required by the solicitation has been provided.
2. Reasonableness – Price analysis comparisons indicate the offered price to be fair and reasonable. No award will be made at other than a fair and reasonable price.

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the base requirement. Evaluation of options shall not obligate the Government to exercise the option(s). The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

### **3.4 Other Requirements**

**Small Business Subcontracting Plan: Applies to “Other than Small Businesses” only. The Offeror shall submit a Small Business Subcontracting Plan as part of their initial quote or indicate the reason for no subcontracting, in accordance with FAR Clause 52.219-9.**

### **3.5 Contract Information**

Offerors are required to submit all of the following:

1. A signed and completed copy of solicitation N6572623Q0003, and a signed copy of all solicitation amendments.
2. Technical Specification as detailed in 3.1 (a) and (b).
3. Small Business Subcontracting Plan in accordance with FAR 52.219-9 and as detailed in 3.4, including the Identity, CAGE Code, and SAM Unique Entity ID of the Prime and all Subcontractors.
4. Organizational Conflict of Interest (OCI) statement, in accordance with L-209-H009.
5. Quote validity date through 90 days after quote submission.

Offerors that do not submit all contract requirements will be ineligible for award.

### **4.0 CONTRACT AWARD**

This requirement will be awarded on a Lowest Price Technically Acceptable (LPTA) basis which takes into consideration Technical Acceptability, Past Performance Acceptability, and Price; that is, selection of the contractor is to be based on the establishment of minimum requirements to be evaluated on an “acceptable” or “unacceptable” basis. Quotes are evaluated for acceptability but not ranked using the non-price factors. In order to be considered awardable, there must be an “acceptable” rating in every non-price factor. LPTA non-price factors include Technical and Past Performance.

At the discretion of the Contracting Officer, the number of quotes to be evaluated for technical acceptability may be limited to the lowest priced offers. If the number of quotes to be evaluated is limited, technical submissions shall be provided to the evaluator(s) without any identification of prices or any ranked order of prices. If no quotes are found to be technically acceptable within the first group of quotes, then the process described will be conducted again as many times as necessary, until such time as the Government identifies a technically acceptable quote.

The Government may reject any or all proposals if such action is in the Government’s interest.

The Government intends to evaluate proposals and award a Contract subsequent to the evaluation of initial quotes. Therefore, the Offeror’s initial quote should contain the Offeror’s best terms from a price and technical standpoint.

### **5.0 EVALUATION RATING TABLES**

Offerors will be evaluated based on the following:

#### **5.1 Factor 1 – Technical Acceptability**

Technical Acceptability will be assessed according to the following evaluation ratings and criteria:

RATING	DESCRIPTION
ACCEPTABLE	The quote clearly meets the minimum requirements of the solicitation.
UNACCEPTABLE	The quote does not clearly meet the minimum requirements of the solicitation.

## **5.2 Factor 2 – Past Performance**

Past Performance acceptability will be assessed according to the following evaluation ratings and criteria:

RATING	DESCRIPTION
ACCEPTABLE	Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown (see NOTE above).
UNACCEPTABLE	Based on the Offeror's performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

(End of provision)

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

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

(End of provision)

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Enclosure (1) - NAVSUP 538	340	29-NOV-2022
Attachment 2	Enclosure (2) - Guide to Environmental Compliance	48	29-NOV-2022
Attachment 3	Wage Determination	11	29-NOV-2022