

<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 84		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SPMYM323Q7029</b>		6. SOLICITATION ISSUE DATE <b>14-Jun-2023</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>DONNA J. QUILL</b>			b. TELEPHONE NUMBER <i>(No Collect Calls)</i> <b>207-438-2386</b>		8. OFFER DUE DATE/LOCAL TIME <b>03:00 PM 28 Jun 2023</b>	
9. ISSUED BY  DLA MARITIME PORTSMOUTH PORTSMOUTH NAVAL SHIPYARD ATTN: DONNA GETZ PORTSMOUTH NH 03804-5000  TEL: 207-438-2386 FAX:		CODE <b>SPMYM3</b>	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)  NAICS: <b>325120</b>  SIZE STANDARD: <b>1,200</b>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTEERY ME 03904 TEL: 207-438-5521 FAX:		CODE <b>N39040</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 <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>		31c. DATE SIGNED		
				TEL: EMAIL:				

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

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

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

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

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

## Section SF 1449 - CONTINUATION SHEET

DLA PROCUREMENT NOTES**C02 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016)**

The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer.

In the event that manufacturing phase-out or discontinuance of production of such items is contemplated, the contractor is required to notify the contracting officer and publish the discontinuance in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to DLA DMSMS at [dsc.dmsms@dla.mil](mailto:dsc.dmsms@dla.mil).

**C03 Contractor Retention of Supply Chain Traceability Documentation (JUN 2020, APRIL 2023)**

(1) By submitting a quotation or offer, the contractor is confirming it currently has, or will obtain before delivery, and shall retain supply chain traceability documentation, as described in paragraph (2) of this procurement note, demonstrating the item conforms to the technical requirements, and, for part numbered items, is from an approved manufacturer.

(2) Supply Chain Traceability Documentation

(i) Supply chain traceability documentation shall include: basic item description; part number; drawing or specification; national stock number; manufacturing source; manufacturing source's Commercial and Government Entity (CAGE) code; and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to Government acceptance.

(ii) Supply chain traceability documentation shall also include, when available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers. For part numbered items, contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website (<http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-AvoidanceProgram/>).

(iii) In addition, the contractor will obtain, retain, and provide to the contracting officer written documentation of all inspections and tests necessary to substantiate that the supplies furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. Such records shall include, without limitation, test reports, test data, material certification, and manufacturing process sheets, in addition to any other information identified in the technical specifications applicable to the item.

(3) The contractor shall make supply chain traceability documentation available to the contracting officer within three business days upon the contracting officer's request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for ten years after final payment under this contract for audit and other valid government purposes. If the contractor fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

**C04 Unused Former Government Surplus Property (SEP 2021)**

To be considered for award, the offeror must complete and submit the following representation with their offer. Additional supporting documentation to demonstrate the surplus material offered was previously owned by the Government and meets solicitation requirements must be provided within 24 hours of request by the contracting officer.

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. Yes  No   
The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) Code and part number, specification, etc.). Yes  No  The material conforms to the revision letter/number, if any is cited. Yes  No

Unknown

If No, the revision does not affect form, fit, function, or interface. Yes  No  Unknown

The material was manufactured by:

(Name): \_\_\_\_\_

(Address): \_\_\_\_\_

(2) The offeror currently possesses the material Yes  No

If yes, the offeror purchased the material from a Government selling agency or other source.

Yes  No  If yes, complete the following:

Government Selling Agency: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Contract Date: (Month, Year): \_\_\_\_\_

Other Source: \_\_\_\_\_

Address: \_\_\_\_\_

Date Acquired: (Month/Year) \_\_\_\_\_

(3) The material has been altered or modified. Yes \_\_\_ No \_\_\_ If Yes, complete the following:

Name of the company that performed the alternation or modification:

\_\_\_\_\_  
 [(Address): \_\_\_\_\_

Complete description of the alterations or modifications.

\_\_\_\_\_  
 (4) The material has been reconditioned. Yes \_\_\_ No \_\_\_ If Yes, complete the following:

(i) The price offered includes the cost of reconditioning /refurbishment. Yes \_\_\_ No \_\_\_ (ii) Name of the company that reconditioned the material.

\_\_\_\_\_  
 (iii) Description of any work done or to be done, including the components to be replaced and the applicable rebuild standard.

\_\_\_\_\_  
 \_\_\_\_\_ The material contains cure-dated components. Yes \_\_\_ No \_\_\_ If Yes, complete the following:

(i) The price includes replacement of cure-dated components. Yes \_\_\_ No \_\_\_

(ii) Cure date: \_\_\_\_\_

(5) The material has data plates attached. Yes \_\_\_ No \_\_\_ If Yes, insert all information contained on the data plate.

\_\_\_\_\_  
 (6) The offered material is in its original package. Yes \_\_\_ No \_\_\_ If yes, complete the following:

Contract Number \_\_\_\_\_

NSN \_\_\_\_\_

CAGE Code \_\_\_\_\_

Part Number \_\_\_\_\_

Other Markings/Data \_\_\_\_\_

(7) The offeror has supplied this same material (National Stock Number) to the Government before. Yes \_\_\_ No \_\_\_

If Yes, complete the following:

(i) The material being offered is from the same original Government contract number as that provided previously. Yes \_\_\_ No \_\_\_

(ii) State below the Government Agency and contract number under which the material was previously provided:

Agency \_\_\_\_\_

Contract Number \_\_\_\_\_

(8) The material is manufactured in accordance with a specification or drawing. Yes \_\_\_ No \_\_\_ If Yes, complete the following:

(i) The specification/drawing is in the possession of the offeror. Yes \_\_\_ No \_\_\_

(ii) The offeror has stated the applicable information below: Yes \_\_\_ No \_\_\_

Specification/Drawing Number \_\_\_\_\_

Revision (if any) \_\_\_\_\_

Date \_\_\_\_\_

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes \_\_\_ No \_\_\_

If Yes, complete the following:

(i) Material has been re-preserved. Yes \_\_\_ No \_\_\_

(ii) Material has been repackaged. Yes \_\_\_ No \_\_\_

(iii) Percentage of material that has been inspected is \_\_\_%; and/or

(iv) Number of items inspected is \_\_\_\_\_

(v) A written report was prepared. Yes \_\_\_ No \_\_\_

The offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

The offeror will forward one of the following, within 24 hours of request by the contracting officer, to demonstrate that the material being offered was previously owned by the Government (offeror check which one applies):

\_\_\_ For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DLA Disposition Services Form 1427, Notice of Award, Statement and Release Document.

\_\_\_ For DLA Disposition Services Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

\_\_\_ When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, commercial and Government entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (6) of this procurement note Yes \_\_\_ No \_\_\_)

\_\_\_

\_\_\_\_ When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe:

This procurement note only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the DLAD procurement note L04, Offers for Part Numbered Items.

If requested by the contracting officer, the offeror shall furnish sample units, in the number specified, to the contracting officer or to another location specified by the contracting officer, within 10 days after the contracting officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted.

In the event of award, the contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order. The surplus material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. If higher-level contract quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

#### **C07 Warstopper Program Material Buffer Availability (MAY 2017)**

(1) The Warstopper program material buffer (Buffer) was created to decrease lead times for raw material to support defense contracts relating to military systems with a wartime requirement. The current material buffer suppliers and materials may be reviewed at <https://www.jccs.gov/wicap>. If the buffer material is not available or the material is inadequate to complete the requirement, the contractor must contact the contracting officer representative (COR) for guidance. When a buffer has been established, the following process must be used to submit requests for buffer material. A defense contractor (or sub-tier contractor supporting a prime contractor) with a current, active U.S. Government contract must submit a valid request to use a material buffer to the COR for the respective material buffer. The COR will review the submittal and approve or disapprove the request. The request should include the following information:

- (i) Requestor's name;
- (ii) U.S. Government contract number;
- (iii) Defense Priorities and Allocations System (DPAS) rating;
- (iv) Material specification;
- (v) Quantity required; and
- (vi) Required delivery date.

(vii) Whether there is a pre-existing supply contract with the material buffer contractor.

(2) If no prior contractual relationship exists between the defense contractor requesting access to the material buffer and the material buffer contractor, the material buffer contractor is authorized to enter into a contract – to provide material from the buffer – once a valid request has been approved by the COR. This action must be included in the monthly report submitted to the COR. When requests exceed the buffer's maximum monthly material availability, the material supplier may negotiate phased delivery of material across the material monthly availability; or the Government COR may prioritize the release of the material at the Government's discretion.

(3) Contractors accessing the material buffer will be charged the material price identified in any preexisting contract with the material buffer contractor. For those defense contractors not having a preexisting contract with the material buffer contractor, they must be charged the standard (not spot

6 market levels) pricing for the material. Contractors using the buffer are solely responsible for costs of using the buffer, and the Government has no liability either for these costs or for delays or other effects arising from the use of the buffer.

(4) The buffer material provided is not Government-furnished material, but is a normal vendor-to-vendor transaction with all applicable warranties and guarantees provided through the commercial transaction.

#### **C14 Correction of Nonconforming Packaging or Marking (MAY 2020)**

(1) The Government may correct nonconforming packaging or marking for receipts of DLA- owned materiel if the estimated costs of correction are \$1,000 or less. The contracting officer will advise the contractor of the discrepancy and that the Government has corrected the packaging or marking. The contracting officer will make a determination concerning appropriate

reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

(2) If the estimated costs of correction for receipts of DLA-owned materiel are more than \$1,000, the contracting officer will advise the contractor of the discrepancy and have the materiel returned to the contractor for correction/resubmittal; or, if there are urgent requirements, have the Government remediate the discrepancy at the contractor's expense. If the Government remediates the discrepancy, the contracting officer will make a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

#### **C21 Shipping Instruction Request (SIR) (JUN 2020)**

(1) The DCMA Shipping Instruction Request (SIR) is a web-based system that contractors and transportation specialists use to provide transportation management for contracts administered by DCMA.

(2) The contractor shall use SIR for the following contracts:

- (a) If the ultimate destination is outside the contiguous United States.
- (b) Hazardous material (HAZMAT).
- (c) Foreign Military Sales (FMS).
- (d) If Transportation Protective Service requirements apply.

(3) Contractors shall submit information to DCMA via the [DCMA Shipping Instruction Request \(SIR\) e- Tool](https://www.dema.mil/WBT/sir/) (<https://www.dema.mil/WBT/sir/>).

#### **E05 Product Verification Testing (MAY 2020)**

(1) Product verification testing (PVT) under this procurement note will only apply when the contracting officer specifically invokes it in writing. The contracting officer may invoke PVT at or after contract award. If the contracting officer invokes PVT at contract award, the contract will explicitly state this testing requirement. If the contracting officer invokes PVT after contract award, the contracting officer shall notify the contractor and the cognizant DCMA ACO. The Government will perform PVT testing at a Government-designated testing laboratory.

(2) The contractor shall not ship or deliver any material until it receives notification of the acceptable PVT results, unless the contracting officer directs it to do so in writing. The Government will provide the PVT results to the contractor within 20 business days after receipt at the Government testing facility, unless the Government specifies otherwise in writing.

(3) The contractor shall provide and maintain an inspection system acceptable to the Government in accordance with FAR Clause 52.246-2 or 52.246-3; and maintain and make available all records evidencing those details if requested by the Government. When the

Government finds evidence of risk associated with the contractor's sampling process, the Government may witness and evaluate the contractor's sampling process. The contractor shall randomly select samples from the production lot(s), unless the contracting officer specifies otherwise in writing. The contractor shall ship the selected PVT samples with a copy of the system of record receiving report (i.e., WAWF, DD Form 250, or commercial shipping document) and the contractor's signed DD Form 1222. The contractor shall prepare the shipping container(s) by marking the external packages in bold letters, "Product Verification Test Samples – Do Not Post to Stock," Contract Number [contractor insert] and Lot/Item Number [contractor insert]" adjacent to the MIL-STD-129 (latest revision) identification markings. The contractor shall use a hard copy of the system of record receiving report as a packing list, in accordance with DFARS Appendix F. The contractor shall mark the exterior of the shipping container in accordance with MIL-STD- 129 (latest revision), paragraph 5.11. The contractor shall send samples by traceable means (e.g., certified or registered mail, United Parcel Service, Federal Express). The contractor shall include the following in the interior package:

- (a) Hard copies of the contract;
- (b) Material certifications/process operation sheets; and
- (c) Drawings used to manufacture the units and return shipping information.

(4) The Government will return samples that pass testing and are not destroyed during evaluation to the contractor at the Government's expense for the contractor to include as part of the total contract quantity to be delivered under the contract. The contractor and Government may agree to dispose of samples not destroyed when the cost of the item does not justify the shipping expense. If the Government does not return approved samples that pass testing to the contractor, the Government will consider those samples as part of the contract quantity for payment and delivery.

(5) If samples fail testing, the Government may reject the entire contract lot from which the contractor took the samples. The Government may, at its discretion, retain samples that fail testing without obligation to the contractor.

**H05 Bilateral Indefinite-Delivery Contract (IDC) Below the Simplified Acquisition Threshold (SAT) (SEP 2017)**

(1) The Government will award a bilateral IDC below the SAT resulting from this request for quote to the responsible offeror whose offer conforming to the terms and conditions in the request for quote will be most advantageous to the Government, price and other factors considered. The offeror receiving the award is required to sign the basic contract and return the signed contract to the contracting officer.

(2) Price evaluation will be based on the price quoted for the estimated annual demand in the schedule.

(3) Once the guaranteed minimum quantity for the IDC is met, the Government is under no obligation to place additional orders. The Government may place additional orders for the period of performance stated in the basic contract, effective from the date of the basic award. All additional orders will reference the basic contract, which documents the terms and conditions of the IDC. The maximum aggregate value of orders under the IDC below the SAT is stated in the basic contract; the aggregate value of all orders will not exceed the simplified acquisition threshold or, for IDCs below the SAT using FAR Subpart 13.5, the thresholds in 13.500(a).

(4) Pricing of orders. The unit price for orders is based on the price for the quantity range that will cover the total quantity on the order, regardless of destination, if applicable.

**H06 Unilateral Indefinite-Delivery Contract (IDC) Below the Simplified Acquisition Threshold (SAT) (SEP 2017)**

(1) The Government will award an IDC below the SAT resulting from this request for quote to the responsible offeror whose offer conforming to the terms and conditions in the request for quote will be most advantageous to the Government, price and other factors considered.

(2) Price evaluation will be based on the price quoted for the estimated annual demand in the schedule.

(3) Acceptable contractor performance on the initial delivery order creates the IDC below the SAT, and is agreement by the contractor to accept additional orders under the same terms and conditions specified in the basic award.

(4) Once the guaranteed minimum quantity for the IDC is met, the Government is under no obligation to place additional orders. The Government may place additional orders for the period of performance stated in the basic award, effective from the award date. All additional orders will reference the basic award, which documents the terms and conditions of the IDC. The maximum aggregate value of orders under the IDC below the SAT is stated in the basic award; the aggregate value of all orders will not exceed the

simplified acquisition threshold or, for IDCs below the SAT using FAR Subpart 13.5, the thresholds in 13.500(a).

(5) Pricing of orders. The unit price for orders is based on the price for the quantity range that will cover the total quantity on the order, regardless of destination, if applicable.

**H10 Awardee Requires No Access to DLA Controlled Technical Data or Information for Contract Performance (FEB 2020)**

Awardee has confirmed it will not require access to DLA controlled technical data or information for contract performance, and it will provide items that conform to the current revision of applicable technical data.

**L01 Electronic Award Transmission (JUN 2020)**

DLA provides notice of awards by either—

(1) Electronic email containing a link to the electronic copy of the Department of Defense (DD) Form 1155, Order for Supplies or Services, on the DLA Internet Bid Board System (DIBBS); or

(2) Electronic Data Interchange (EDI) 850 utilizing American National Standards Institute (ANSI) X12 Standards through a value added network (VAN) approved by DLA Transaction Services. Offerors/contractors can obtain information regarding EDI, ANSI X12 transactions, and VANs approved by DLA Transaction Services at [Defense Automatic Addressing System \(DAAS\) Value Added Network List \(https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp\)](https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp). Offerors should direct questions concerning electronic ordering to the appropriate procuring organization point of contact below:  
DLA Land and Maritime, [Helpdesk.EBS.L&M.LTCs@dla.mil](mailto:Helpdesk.EBS.L&M.LTCs@dla.mil)  
DLA Troop Support, [dlaedigroup@dla.mil](mailto:dlaedigroup@dla.mil)

**L02 Electronic Order Transmission (SEP 2016)**

Offerors shall identify one of the following alternatives for paperless order transmission:

( ) American National Standards Institute (ANSI) X12 Standards through a DLA transaction services approved value added network (VAN).

( ) Electronic mail (email) award notifications containing web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services. Email notification requires registration on the DLA internet bid board system (DIBBS) home page at <https://www.dibbs.bsm.dla.mil/>.

If the offeror elects ANSI/VAN order transmission, DLA will send Electronic Data Interchange (EDI) transaction sets at time of award. The contractor shall acknowledge receipt of transaction sets with a functional acknowledgement or order receipt message within 24 hours. If the award transaction set is received on a weekend or Federal holiday, the acknowledgement must be received on the next working day. This acknowledgement will confirm that the contractor's interface with the system is working as needed for contract ordering.

Note: Information regarding EDI, ANSI X12 transactions, and DLA transaction services approved VANs can be obtained from the DAAS web site by going to <https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp>.

Questions concerning electronic ordering should be directed to the appropriate procuring organization point of contact below:

DLA Land and Maritime, [Helpdesk.EBS.L&M.LTCs@dla.mil](mailto:Helpdesk.EBS.L&M.LTCs@dla.mil)

DLA Troop Support, [dlaedigroup@dla.mil](mailto:dlaedigroup@dla.mil)

DLA Aviation, [avnprocsysproceddiv@dla.mil](mailto:avnprocsysproceddiv@dla.mil), phone # 804-279-4026

### **L06 Agency Protests (DEC 2016)**

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

### **L08 Use of Supplier Performance Risk System (SPRS) in Past Performance Evaluations (JUN 2020, MAR 2023)**

(1) The Government will use the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil>) (formerly Past Performance Information Retrieval System - Statistical Reporting (PIRS-SR)) and may use other performance history to evaluate suppliers' past performance.

(2) SPRS collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The SPRS application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies the Government is purchasing.

(3) The contracting officer will use the quality and delivery classifications identified for a supplier in SPRS to evaluate a supplier's past performance in conjunction with the supplier's references (if requested). The Government will use this past performance information in accordance with the basis for award stated in the solicitation.

(4) SPRS generates classifications daily for each contractor. The SPRS Software User's Guide for Awardees/Contractors ([https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)) and the SPRS Government User Guide ([https://www.sprs.csd.disa.mil/pdf/SPRS\\_Government.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Government.pdf)) provide instructions for accessing SPRS classifications. Contractors have access to SPRS for their own classifications only. Suppliers are encouraged to review their own classifications; the SPRS reporting procedures and classification methodology detailed in the SPRS Software User's Guide for Awardees/Contractors ([https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)); and the SPRS Evaluation Criteria ([https://www.sprs.csd.disa.mil/pdf/SPRS\\_DataEvaluationCriteria.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf)). The SPRS Software User's Guide for Awardees/Contractors ([https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)) provides the method to challenge a rating generated by SPRS.

### **L12 Combined Historically Unde rutilized Business Zone (HUBZone)/Small Business Set-Aside Instructions – Type 1 (AUG 2017)**

(1) This solicitation is restricted to HUBZone small business concerns, small business concerns, and Federal Prison Industries (FPI). The Government encourages all small business concerns to submit quotations. The Government will make awards based on the following order of set-aside precedence:

(a) HUBZone small business concerns (Federal Acquisition Regulation (FAR) clause 52.219-3).

(b) If no qualified quote is received from a HUBZone small business concern at a fair market price, small business concerns (FAR 52.219-6) or FPI (FAR 52.219-6, Alternate II).

(2) The FAR clauses contained in this procurement note (except paragraph (b) of 52.219-3) apply to the solicitation. Only the FAR clause matching the awardee's Small Business Program and Type representation applies to the award.

**L31 Additive Manufacturing (JUN 2018)**

- (1) Additive manufacturing (AM) is a process of joining materials to make objects from three- dimensional (3D) model data, usually layer upon layer, as opposed to subtractive manufacturing methodologies, which remove material from areas where it is not desired, or other traditional manufacturing technologies, such as molding or stamping.
- (2) Unless AM is specifically authorized in the solicitation/contract, quotes/offers may not include parts or supplies made using the additive manufacturing process. The Government will not evaluate offers that include an item or items produced using AM, and such offers are not eligible for award for the current procurement. A quoter/offeror proposing to supply an AM-produced item may submit a request to the contracting officer for approval of the item for evaluation by the Engineering Support Activity (ESA) for acceptability for future procurements of the same items.
- (3) If an item produced using AM is presented to the Government for inspection and acceptance that was not authorized in the solicitation/contract, the Government may reject the item as nonconforming.

**M05 Evaluation Factor for Unused Former Government Surplus Property (SEP 2016)**

- (1) All offers for unused former Government surplus property shall have a \$200 evaluation factor.
- (2) All offers for CSI require evaluation by the ESA(s). An evaluation factor of \$600 shall be applied for coordination with each ESA.
- (3) If the contracting officer cannot determine acceptability and coordinates with the ESA(s) on other than CSI, an evaluation factor of \$600 shall be applied for each ESA.

LIST

- Attachment -1: Item Description / Specifications for Carbon Dioxide 6830-LL-DM1-0045, associated with Clin 0001, 1001, 2001, 3001, and 4001 (One Page)
- Attachment -2: Item Description / Specifications for Nitrogen 6830-LL-DM1-0981, associated with Clin 0002, 1002, 2002, 3002, and 4002 (One Page)
- Attachment -3: Item Description / Specifications for Liquid Oxygen 6830-LL-DM1-0977, associated with Clin 0003, 1003, 2003, 3003, and 4003 (One Page)
- Attachment -4: Item Description / Specifications for Liquid Nitrogen 6830-LL-DM1-0976, associated with Clin 0004, 1004, 2004, 3004, and 4004 (One Page)
- Attachment -5: Item Description / Specifications for Helium 6830-LL-DM1-0978, associated with Clin 0005, 1005, 2005, 3005, and 4005 (One Page)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Carbon Dioxide FFP See Attachment - 1: Item Description / Specifications FOB: Destination PSC CD: 6830	7	Cylinder		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Data FFP Data for Clin 0001 Carbon Dioxide				

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NET AMT

See Exhibit A

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A001	Seq A001 FFP See Exhibit A Seq A001 Material Safety Data Sheets FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A002	Seq A002 FFP See Exhibit A Seq A002 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Nitrogen FFP See Attachment - 2: Item Description / Specifications FOB: Destination	13	Cylinder		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Data FFP Data for Clin 0003 Nitrogen				

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NET AMT

See Exhibit B

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
B001	Seq B001 FFP See Exhibit B Seq B001 Material Safety Data Sheets FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
B002	Seq B002 FFP See Exhibit B Seq B002 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Liquid Oxygen FFP See Attachment - 3: Item Description / Specifications FOB: Destination	28	Cylinder		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Data FFP Data for Clin 0005 Liquid Oxygen				

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NET AMT

See Exhibit C

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
C001	Seq C001 FFP See Exhibit C Seq C001 Material Safety Data Sheets FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
C002	Seq C002 FFP See Exhibit C Seq C002 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Liquid Nitrogen FFP See Attachment - 4: Item Description / Specifications FOB: Destination	24,000	Gallon		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Data FFP Data for Clin 0007 Liquid Nitrogen				

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NET AMT

See Exhibit D

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
D001	Seq D001 FFP See Exhibit D Seq D001 Material Safety Data Sheets FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
D002	Seq D002 FFP See Exhibit D Seq D002 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Helium FFP See Attachment - 5: Item Description / Specifications FOB: Destination	28	Cylinder		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Data FFP Data for Clin 0009 Helium				

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NET AMT

See Exhibit E

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
E001	Seq E001 FFP See Exhibit E Seq E001 Material Safety Data Sheets FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
E002	Seq E002 FFP See Exhibit E Seq E002 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Carbon Dioxide FFP See Attachment - 1 : Item Description / Specifications FOB: Destination	7	Cylinder		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Data FFP Data for Clin 1001 Carbon Dioxide				

NET AMT

See Exhibit F

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
F001	Seq F001 FFP See Exhibit F Seq F001 Material Safety Data Sheets FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
F002	Seq F002 FFP See Exhibit F Seq F002 Certificate of Compliance FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Nitrogen FFP See Attachment - 2: Item Description / Specifications FOB: Destination	13	Cylinder		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Data FFP Data for CLin 1003 Nitrogen				

NET AMT

See Exhibit G

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
G001	Seq G001 FFP See Exhibit G Seq G001 Material Safety Data Sheets FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
G002	Seq G002 FFP See Exhibit G Seq G001 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005	Liquid Oxygen	28	Cylinder		
OPTION	FFP				
	See Attachment - 3: Item Description / Specifications				
	FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006	Data				
	FFP				
	Data for Clin 1005 Liquid Oxygen				

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NET AMT

See Exhibit H

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
H001	Seq H001	1	Each		
	FFP				
	See Exhibit H Seq H001 Material Safety Data Sheets				
	FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
H002	Seq H002 FFP See Exhibit H Seq H002 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 OPTION	Liquid Niitrogen FFP See Attachment - 4: Item Description / Specifications FOB: Destination	24,000	Gallon		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008	Data FFP Data for Clin 1007 Liquid Nitrogen				

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NET AMT

See Exhibit J

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
J001	Seq J001 FFP See Exhibit J Seq J001 Material Safety Data Sheets FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
J002	Seq J002 FFP See Exhibit J Seq J002 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009 OPTION	Helium FFP See Attachment - 5: Item Description / Specifications FOB: Destination	28	Cylinder		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010	Data FFP Data for Clin 1009 Helium				

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NET AMT

See Exhibit K

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
K001	Seq K001 FFP See Exhibit A Seq A001 Material Safety Data Sheets FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
K002	Seq K002 FFP See Exhibit K Seq K002 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Carbon Dioxide FFP See Attachment -1: Item Description / Specifications FOB: Destination	7	Cylinder		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Data FFP Data for Clin 2001 Carbon Dioxide				

NET AMT

See Exhibit L

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
L001	Seq L001 FFP See Exhibit L Seq L001 Material Safety Data Sheets FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
L002	Seq L002 FFP See Exhibit L Seq L002 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Nitrogen FFP See Attachment - 2: Item Description / Specifications FOB: Destination	13	Cylinder		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	Data FFP Data for Clin 2003 Nitrogen				

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NET AMT

See Exhibit M

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
M001	Seq M001 FFP See Exhibit M Seq M001 Material Safety Data Sheets FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
M002	Seq M002 FFP See Exhibit M Seq M002 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	Liquid Oxygen FFP See Attachment - 3: Item Description / Specifications FOB: Destination	28	Cylinder		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006	Data FFP Data for Clin 2005 Liquid Oxygen				

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NET AMT

See Exhibit N

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
N001	Seq N001 FFP See Exhibit N Seq N001 Material Safety Data Sheets FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
N002	Seq N002 FFP See Exhibit N Seq N002 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 OPTION	Liquid Nitrogen FFP See Attachment - 4: Item Description / Specifications FOB: Destination	24,000	Gallon		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008	Data FFP Data for Clin 2007 Liquid Nitrogen				

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NET AMT

See Exhibit P

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
P001	Seq P001 FFP See Exhibit P Seq P001 Material Safety Data Sheets FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
P002	Seq P002 FFP See Exhibit P Seq P002 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009 OPTION	Helium FFP See Attachment - 5: Item Description / Specifications FOB: Destination	28	Cylinder		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010	Data FFP Data for Clin 2009 Helium				

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NET AMT

See Exhibit Q

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Q001	Seq Q001 FFP See Exhibit Q Seq Q001 Material Safety Data Sheets FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Q002	Seq Q002 FFP See Exhibit Q Seq Q002 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Carbon Dioxide FFP See Attachment - 1: Item Description / Specifications FOB: Destination	7	Cylinder		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	Data FFP Data for Clin 3001 Carbon Dioxide				

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NET AMT

See Exhibit R

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
R001	Seq R001 FFP See Exhibit R Seq R001 Material Safety Data Sheets FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
R002	Seq R002 FFP See Exhibit R Seq R002 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	Nitrogen FFP See Attachment - 2: Item Description / Specifications FOB: Destination	13	Cylinder		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	Data FFP Data for Clin 3003 Nitrogen				

NET AMT

See Exhibit S

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
S001	Seq S001 FFP See Exhibit S Seq S001 Material Safety Data Sheets FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
S002	Seq S002 FFP See Exhibit S Seq S002 Certificate of Compliance FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005	Liquid Oxygen	28	Cylinder		
OPTION	FFP				
	See Attachment - 3: Item Description / Specifications				
	FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006	Data				
	FFP				
	Data for Clin 3005 Liquid Oxygen				

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NET AMT

See Exhibit T

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
T001	Seq T001 FFP See Exhibit T Seq T001 Material Safety Data Sheets FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
T002	Seq T002 FFP See Exhibit T Seq T002 Certificate of Compliance FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007 OPTION	Liquid Nitrogen FFP See Attachment - 4: Item Description / Specifications FOB: Destination	24,000	Gallon		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008	Data FFP Data for Clin 3007 Liquid Nitrogen				

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NET AMT

See Exhibit U

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
U001	Seq U001 FFP See Exhibit U Seq U001 Material Safety Data Sheets FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
U002	Seq U002 FFP See Exhibit U Seq U002 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009	Helium	28	Cylinder		
OPTION	FFP				
	See Attachment - 5: Item Description / Specifications				
	FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010	Data				
	FFP				
	Data for Clin 3009 Helium				

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NET AMT

See Exhibit V

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
V001	Seq V001	1	Each		
	FFP				
	See Exhibit V Seq V001 Material Safety Data Sheets				
	FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
V002	Seq V002 FFP See Exhibit V Seq V002 Certificate of Compliance FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Carbon Dioxide FFP See Attachment - 1: item Description / Specifications FOB: Destination	7	Cylinder		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	Data FFP Data for CLin 4001 Carbon Dioxide				

NET AMT

See Exhibit W

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
W001	Seq W001 FFP See Exhibit W Seq W001 Material Safety Data Sheets FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
W002	Seq W002 FFP See Exhibit W Seq W002 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	Nitrogen FFP See Attachment - 2: Item Description / Specifications FOB: Destination	13	Cylinder		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	Data FFP Data for Clin 4003 Nitrogen				

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NET AMT

See Exhibit X

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
X001	Seq X001 FFP See Exhibit X Seq X001 Material Safety Data Sheets FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
X002	Seq X002 FFP See Exhibit X Seq X002 FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005 OPTION	Liquid Oxygen FFP See Attachment - 3: Item Description / Specifications FOB: Destination	28	Cylinder		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006	Data FFP Data for Clin 4005 Liquid Oxygen				

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NET AMT

See Exhibit Y

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Y001	Seq Y001 FFP See Exhibit Y Seq Y001 Material Safety Data Sheets FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Y002	Seq Y002 FFP See Exhibit Y Seq Y002 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007 OPTION	Liquid Nitrogen FFP See Attachment - 4: Item Description / Specifications FOB: Destination	24,000	Gallon		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008	Data FFP Data for CLin 4007 Liquid Nitrogen				

NET AMT

See Exhibit Z

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Z001	Seq Z001 FFP See Exhibit Z Seq Z001 Material Safety Data Sheets FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Z002	Seq Z002 FFP See Exhibit Z Seq Z002 Certificate of Compliance FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009	Helium	28	Cylinder		
OPTION	FFP				
	See Attachment - 5: Item Description / Specifications				
	FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010	Data				
	FFP				
	Data for Clin 4009 Helium				

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NET AMT

See Exhibit AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
AA01	Seq AA01 FFP See Exhibit AA Seq AA01 Material Safety Data Sheets FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
AA02	Seq AA02 FFP See Exhibit AA Seq AA02 Certificate of Compliance FOB: Destination	1	Each		

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NET AMT

**CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE**

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	1.00		7.00	
0003	1.00		13.00	
0005	1.00		28.00	
0007	1.00		24,000.00	

0009	1.00	28.00
1001	1.00	7.00
1003	1.00	13.00
1005	1.00	28.00
1007	1.00	24,000.00
1009	1.00	28.00
2001	1.00	7.00
2003	1.00	13.00
2005	1.00	28.00
2007	1.00	24,000.00
2009	1.00	28.00
3001	1.00	7.00
3003	1.00	13.00
3005	1.00	28.00
3007	1.00	24,000.00
3009	1.00	28.00
4001	1.00	7.00
4003	1.00	13.00
4005	1.00	28.00
4007	1.00	24,000.00
4009	1.00	28.00
A001	1.00	7.00
A002	1.00	7.00
AA01	1.00	28.00
AA02	1.00	28.00
B001	1.00	13.00
B002	1.00	13.00
C001	1.00	28.00
C002	1.00	28.00
D001	1.00	24,000.00
D002	1.00	24,000.00
E001	1.00	28.00
E002	1.00	28.00
F001	1.00	7.00
F002	1.00	7.00
G001	1.00	13.00
G002	1.00	13.00
H001	1.00	28.00
H002	1.00	28.00
J001	1.00	24,000.00
J002	1.00	24,000.00
K001	1.00	28.00
L001	1.00	7.00
L002	1.00	7.00
M001	1.00	13.00
M002	1.00	13.00
N001	1.00	28.00
N002	1.00	28.00
P001	1.00	24,000.00
P002	1.00	24,000.00
Q001	1.00	28.00
Q002	1.00	28.00
R001	1.00	7.00
R002	1.00	7.00
S001	1.00	13.00

S002	1.00	13.00
T001	1.00	28.00
T002	1.00	28.00
U001	1.00	24,000.00
U002	1.00	24,000.00
V001	1.00	28.00
V002	1.00	28.00
W001	1.00	7.00
W002	1.00	7.00
X001	1.00	13.00
X002	1.00	13.00
Y001	1.00	28.00
Y002	1.00	28.00
Z001	1.00	24,000.00
Z002	1.00	24,000.00

#### CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	1.00	\$	7.00	\$
0002		\$		\$
0003	1.00	\$	13.00	\$
0004		\$		\$
0005	1.00	\$	28.00	\$
0006		\$		\$
0007	1.00	\$	24,000.00	\$
0008		\$		\$
0009	1.00	\$	28.00	\$
0010		\$		\$
1001	1.00	\$	7.00	\$
1002		\$		\$
1003	1.00	\$	13.00	\$

1004		\$		\$
1005	1.00	\$	28.00	\$
1006		\$		\$
1007	1.00	\$	24,000.00	\$
1008		\$		\$
1009	1.00	\$	28.00	\$
1010		\$		\$
2001	1.00	\$	7.00	\$
2002		\$		\$
2003	1.00	\$	13.00	\$
2004		\$		\$
2005	1.00	\$	28.00	\$
2006		\$		\$
2007	1.00	\$	24,000.00	\$
2008		\$		\$
2009	1.00	\$	28.00	\$
2010		\$		\$
3001	1.00	\$	7.00	\$
3002		\$		\$
3003	1.00	\$	13.00	\$
3004		\$		\$
3005	1.00	\$	28.00	\$
3006		\$		\$
3007	1.00	\$	24,000.00	\$
3008		\$		\$
3009	1.00	\$	28.00	\$
3010		\$		\$

4001	1.00	\$	7.00	\$
4002		\$		\$
4003	1.00	\$	13.00	\$
4004		\$		\$
4005	1.00	\$	28.00	\$
4006		\$		\$
4007	1.00	\$	24,000.00	\$
4008		\$		\$
4009	1.00	\$	28.00	\$
4010		\$		\$
A001	1.00	\$	7.00	\$
A002	1.00	\$	7.00	\$
AA01	1.00	\$	28.00	\$
AA02	1.00	\$	28.00	\$
B001	1.00	\$	13.00	\$
B002	1.00	\$	13.00	\$
C001	1.00	\$	28.00	\$
C002	1.00	\$	28.00	\$
D001	1.00	\$	24,000.00	\$
D002	1.00	\$	24,000.00	\$
E001	1.00	\$	28.00	\$
E002	1.00	\$	28.00	\$
F001	1.00	\$	7.00	\$
F002	1.00	\$	7.00	\$
G001	1.00	\$	13.00	\$
G002	1.00	\$	13.00	\$
H001	1.00	\$	28.00	\$

H002	1.00	\$	28.00	\$
J001	1.00	\$	24,000.00	\$
J002	1.00	\$	24,000.00	\$
K001		\$		\$
K002		\$		\$
L001	1.00	\$	7.00	\$
L002	1.00	\$	7.00	\$
M001	1.00	\$	13.00	\$
M002	1.00	\$	13.00	\$
N001	1.00	\$	28.00	\$
N002	1.00	\$	28.00	\$
P001	1.00	\$	24,000.00	\$
P002	1.00	\$	24,000.00	\$
Q001	1.00	\$	28.00	\$
Q002	1.00	\$	28.00	\$
R001	1.00	\$	7.00	\$
R002	1.00	\$	7.00	\$
S001	1.00	\$	13.00	\$
S002	1.00	\$	13.00	\$
T001	1.00	\$	28.00	\$
T002	1.00	\$	28.00	\$
U001	1.00	\$	24,000.00	\$
U002	1.00	\$	24,000.00	\$
V001	1.00	\$	28.00	\$
V002	1.00	\$	28.00	\$
W001	1.00	\$	7.00	\$
W002	1.00	\$	7.00	\$

X001	1.00	\$	13.00	\$
X002	1.00	\$	13.00	\$
Y001	1.00	\$	28.00	\$
Y002	1.00	\$	28.00	\$
Z001	1.00	\$	24,000.00	\$
Z002	1.00	\$	24,000.00	\$

## 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	N/A	N/A	N/A	N/A
A001	Destination	Government	Destination	Government
A002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	N/A	N/A	N/A	N/A
B001	Destination	Government	Destination	Government
B002	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	N/A	N/A	N/A	N/A
C001	Destination	Government	Destination	Government
C002	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	N/A	N/A	N/A	N/A
D001	Destination	Government	Destination	Government
D002	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	N/A	N/A	N/A	N/A
E001	Destination	Government	Destination	Government
E002	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	N/A	N/A	N/A	N/A
F001	Destination	Government	Destination	Government
F002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	N/A	N/A	N/A	N/A
G001	Destination	Government	Destination	Government
G002	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	N/A	N/A	N/A	N/A
H001	Destination	Government	Destination	Government

H002	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	N/A	N/A	N/A	N/A
J001	Destination	Government	Destination	Government
J002	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	N/A	N/A	N/A	N/A
K001	Destination	Government	Destination	Government
K002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	N/A	N/A	N/A	N/A
L001	Destination	Government	Destination	Government
L002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	N/A	N/A	N/A	N/A
M001	Destination	Government	Destination	Government
M002	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	N/A	N/A	N/A	N/A
N001	Destination	Government	Destination	Government
N002	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	N/A	N/A	N/A	N/A
P001	Destination	Government	Destination	Government
P002	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
2010	N/A	N/A	N/A	N/A
Q001	Destination	Government	Destination	Government
Q002	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	N/A	N/A	N/A	N/A
R001	Destination	Government	Destination	Government
R002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	N/A	N/A	N/A	N/A
S001	Destination	Government	Destination	Government
S002	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	N/A	N/A	N/A	N/A
T001	Destination	Government	Destination	Government
T002	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	N/A	N/A	N/A	N/A
U001	Destination	Government	Destination	Government
U002	Destination	Government	Destination	Government
3009	Destination	Government	Destination	Government
3010	N/A	N/A	N/A	N/A
V001	Destination	Government	Destination	Government
V002	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	N/A	N/A	N/A	N/A
W001	Destination	Government	Destination	Government
W002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	N/A	N/A	N/A	N/A

X001	Destination	Government	Destination	Government
X002	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	N/A	N/A	N/A	N/A
Y001	Destination	Government	Destination	Government
Y002	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	N/A	N/A	N/A	N/A
Z001	Destination	Government	Destination	Government
Z002	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government
4010	N/A	N/A	N/A	N/A
AA01	Destination	Government	Destination	Government
AA02	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-AUG-2023 TO 31-JUL-2024	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTEERY ME 03904 207-438-5521 FOB: Destination	N39040
0002	N/A	N/A	N/A	N/A
A001	POP 01-AUG-2023 TO 31-JUL-2024	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTEERY ME 03904 207-438-5521 FOB: Destination	N39040
A002	POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
0003	POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
0004	N/A	N/A	N/A	N/A
B001	POP 01-AUG-2023 TO 31-JUL-2024	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTEERY ME 03904 207-438-5521 FOB: Destination	N39040

B002	POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
0005	POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
0006	N/A	N/A	N/A	N/A
C001	POP 01-AUG-2023 TO 31-JUL-2024	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
C002	POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
0007	POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
0008	N/A	N/A	N/A	N/A
D001	POP 01-AUG-2023 TO 31-JUL-2024	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
D002	POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
0009	POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
0010	N/A	N/A	N/A	N/A
E001	POP 01-AUG-2023 TO 31-JUL-2024	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
E002	POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
1001	POP 01-AUG-2024 TO 31-JUL-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
1002	N/A	N/A	N/A	N/A

F001	POP 01-AUG-2024 TO 31-JUL-2025	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
F002	POP 01-AUG-2024 TO 31-JUL-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
1003	POP 01-AUG-2024 TO 31-JUL-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
1004	N/A	N/A	N/A	N/A
G001	POP 01-AUG-2024 TO 31-JUL-2025	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
G002	POP 01-AUG-2024 TO 31-JUL-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
1005	POP 01-AUG-2024 TO 31-JUL-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
1006	N/A	N/A	N/A	N/A
H001	POP 01-AUG-2024 TO 31-JUL-2025	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
H002	POP 01-AUG-2024 TO 31-JUL-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
1007	POP 01-AUG-2024 TO 31-JUL-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
1008	N/A	N/A	N/A	N/A
J001	POP 01-AUG-2024 TO 31-JUL-2025	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
J002	POP 01-AUG-2024 TO 31-JUL-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040

1009	POP 01-AUG-2024 TO 31-JUL-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
1010	N/A	N/A	N/A	N/A
K001	POP 01-AUG-2024 TO 31-JUL-2025	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
K002	POP 01-AUG-2024 TO 31-JUL-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
2001	POP 01-AUG-2025 TO 31-JUL-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
2002	N/A	N/A	N/A	N/A
L001	POP 01-AUG-2025 TO 31-JUL-2026	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
L002	POP 01-AUG-2025 TO 31-JUL-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
2003	POP 01-AUG-2025 TO 31-JUL-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
2004	N/A	N/A	N/A	N/A
M001	POP 01-AUG-2025 TO 31-JUL-2026	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
M002	POP 01-AUG-2025 TO 31-JUL-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
2005	POP 01-AUG-2025 TO 31-JUL-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
2006	N/A	N/A	N/A	N/A

N001	POP 01-AUG-2025 TO 31-JUL-2026	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
N002	POP 01-AUG-2025 TO 31-JUL-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
2007	POP 01-AUG-2025 TO 31-JUL-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
2008	N/A	N/A	N/A	N/A
P001	POP 01-AUG-2025 TO 31-JUL-2026	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
P002	POP 01-AUG-2025 TO 31-JUL-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
2009	POP 01-AUG-2025 TO 31-JUL-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
2010	N/A	N/A	N/A	N/A
Q001	POP 01-AUG-2025 TO 31-JUL-2026	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
Q002	POP 01-AUG-2025 TO 31-JUL-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
3001	POP 01-AUG-2026 TO 31-JUL-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
3002	N/A	N/A	N/A	N/A
R001	POP 01-AUG-2026 TO 31-JUL-2027	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
R002	POP 01-AUG-2026 TO 31-JUL-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040

3003	POP 01-AUG-2026 TO 31-JUL-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
3004	N/A	N/A	N/A	N/A
S001	POP 01-AUG-2026 TO 31-JUL-2027	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
S002	POP 01-AUG-2026 TO 31-JUL-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
3005	POP 01-AUG-2026 TO 31-JUL-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
3006	N/A	N/A	N/A	N/A
T001	POP 01-AUG-2026 TO 31-JUL-2027	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
T002	POP 01-AUG-2026 TO 31-JUL-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
3007	POP 01-AUG-2026 TO 31-JUL-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
3008	N/A	N/A	N/A	N/A
U001	POP 01-AUG-2026 TO 31-JUL-2027	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
U002	POP 01-AUG-2026 TO 31-JUL-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
3009	POP 01-AUG-2026 TO 31-JUL-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
3010	N/A	N/A	N/A	N/A

V001	POP 01-AUG-2026 TO 31-JUL-2027	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
V002	POP 01-AUG-2026 TO 31-JUL-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
4001	POP 01-AUG-2027 TO 31-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
4002	N/A	N/A	N/A	N/A
W001	POP 01-AUG-2027 TO 31-JUL-2028	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
W002	POP 01-AUG-2027 TO 31-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
4003	POP 01-AUG-2027 TO 31-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
4004	N/A	N/A	N/A	N/A
X001	POP 01-AUG-2027 TO 31-JUL-2028	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
X002	POP 01-AUG-2027 TO 31-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
4005	POP 01-AUG-2027 TO 31-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
4006	N/A	N/A	N/A	N/A
Y001	POP 01-AUG-2027 TO 31-JUL-2028	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
Y002	POP 01-AUG-2027 TO 31-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040

4007	POP 01-AUG-2027 TO 31-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
4008	N/A	N/A	N/A	N/A
Z001	POP 01-AUG-2027 TO 31-JUL-2028	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
Z002	POP 01-AUG-2027 TO 31-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
4009	POP 01-AUG-2027 TO 31-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040
4010	N/A	N/A	N/A	N/A
AA01	POP 01-AUG-2027 TO 31-JUL-2028	N/A	PORTSMOUTH NAVAL SHIPYARD RECEIVING OFFICER BLDG 170, CODE 501.2 KITTERY ME 03904 207-438-5521 FOB: Destination	N39040
AA02	POP 01-AUG-2027 TO 31-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39040

## CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.207-4	Economic Purchase Quantity-Supplies	AUG 1987
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	MAR 2023
52.212-3	Offeror Representations and Certifications--Commercial Products and Commercial Services	DEC 2022
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2021
52.232-18	Availability Of Funds	APR 1984

52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7036	Buy American--Free Trade Agreements--Balance of Payments Program--Basic	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

###### (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) 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.

(e) 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-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that--

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record ``Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(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)

#### 52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICE

S (NOV 2021)

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

**Low Price Technically Acceptable Evaluation:**

**Technical: Vendor's quotations must clearly demonstrate adherence to the technical specifications.**

**Exceptions to the specifications may result in the quotation being determined to be technically unacceptable. Vendors must provide the exact items requested in Section B of this solicitation.**

**Price: Quotations that meet the technical evaluation criteria will be evaluated based on price.**

**Note: The potential contractor will be screened for contractor responsibility in accordance with FAR 9.104.**

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 2023)

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

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

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

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

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

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

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

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

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

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

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

\_\_\_ (8) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

(10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

(11) [Reserved]

(12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

(13) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(14) [Reserved]

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

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

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

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

(17) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

(18)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

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

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

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

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

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

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

(20) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

(21) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

(23) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).

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

(24) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

(25) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

(26) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

(27) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

(28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(29) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

(30) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(31)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

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

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

(34) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

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

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

(37) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

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

(39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

- \_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.
- \_\_\_\_ (42)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.
- \_\_\_\_ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- \_\_\_\_ (44)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-16.
- X (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- \_\_\_\_ (46) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- \_\_\_\_ (47) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- \_\_\_\_ (48)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- \_\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.
- \_\_\_\_ (49) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).
- \_\_\_\_ (ii) Alternate I (OCT 2022) of 52.225-1.
- \_\_\_\_ (50)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_\_ (ii) Alternate I [Reserved].
- \_\_\_\_ (iii) Alternate II (DEC 2022) of 52.225-3.
- \_\_\_\_ (iv) Alternate III (JAN 2021) of 52.225-3.
- \_\_\_\_ (v) Alternate IV (OCT 2022) of 52.225-3.
- \_\_\_\_ (51) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (52) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_\_ (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- \_\_\_\_ (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150)
- \_\_\_\_ (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- \_\_\_\_ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

\_\_\_\_ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

\_\_\_\_ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

\_\_\_\_ (60) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

\_\_\_\_ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(viii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xiv) X (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (B) Alternate I (MAR 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(xvii) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

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

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xx) (A) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or

task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **8/1/2023** through **7/31/2028**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1 Unit**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **contract maximum**;

(2) Any order for a combination of items in excess of **contract maximum**; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **14** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 7/31/2028.

(End of clause)

## 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 14 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

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

14 days

(a) The Government may extend the term of this contract by written notice to the Contractor within 14 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

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

The offeror represents that --

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

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

#### 52.225-18 PLACE OF MANUFACTURE (AUG 2018)

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

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.

(b) 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.

(End of provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (JUN 2020)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

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)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) 25.703-4, by submission of its offer, the offeror—

(1) 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;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) 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>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

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

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

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

\_\_\_ COMBO \_\_\_\_\_

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

\_\_\_ Not Applicable \_\_\_\_\_

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

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD
Issue By DoDAAC	SPMYM3
Admin DoDAAC**	SPMYM3
Inspect By DoDAAC	_____
Ship To Code	N39040
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(\*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(\*\*Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

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

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

(g) WAWF point of contact.

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

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(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

#### DISPUTES – AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [  ]. Alternate wording may be negotiated with the contracting officer.

(End of Provision)

#### MERCURY CONTROL (SUPPLIES)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

#### SPECIFICATION CHANGES

No changes to specification or other contract technical requirements are allowed without Contracting Officer approval.

#### HAZARDOUS MATERIAL

Packaging, Packing, Marking and Labeling

Hazardous materials to be shipped by any mode or combination of modes of transportation shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with Mil-Std-129 and all applicable Government and carrier regulations in effect at time of shipment.

TYPE OF SHIPMENT	APPLICABLE REGULATIONS
1. Domestic	A
2. Domestic Air Commercial	A, B, C
3. Domestic Air Military	A, E
*4. Export Surface	A, F, G
*5. Export Air Commercial	A, D, G
*6. Export Air Military (MAC)	F, G

#### LIST OF REGULATIONS:

- A. Code of Federal Regulations Title: 49 Transportation Parts 100-199
- B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B 82
- C. Official Air Transport Restricted Articles Circular No. 6-D
- D. International Air Transport Association Restricted Articles Regulations
- E. International Maritime Dangerous Goods Code
- F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Air Shipment
- \*G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

#### SPECIAL NOTE FOR PALLET SHIPMENTS:

If the material on this order will be shipped by pallet, the pallet dimensions shall be 48 inches wide by 40 inches long (depth).

#### MARKING OF SHIPMENTS

The contractor shall mark all shipments of military packaged items in accordance with MIL-STD-129 (Latest Revision) "Marking for Shipment and Storage" and all commercially packaged items in accordance with ASTM-D-3951 (Latest Revision) "Standard Practice for Commercial Packaging".

ALL EXTERIOR CONTAINERS/PACKS SHALL AS A MINIMUM BE MARKED AS FOLLOWS:

1. Applicable National Stock Number (NSN), Federal Stock Number (FSN), Local Stock Number (LSN), or Part Number, when neither NSN nor FSN or LSN are available.
2. Quantity
3. QA Designator: QA 4
4. Government Contract or Purchase Order Number (incl. Delivery Order No)
5. From: (Contractor's Name and Address)
6. To: (Shipment Address)
7. Markings may be applied by any means, which provide legibility
8. Additional markings required are stated below:  
NONE

#### PREPARATION FOR DELIVERY (COMMERCIALY PACKAGED ITEMS)

Preservation, packaging and packing shall be in accordance with ASTM Designation D-3951(Latest Revision),  
“Standard Practice for Commercial Packaging

#### PROHIBITED PACKING MATERIALS

The use of asbestos or excelsior is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

#### INSPECTION AND ACCEPTANCE (DESTINATION)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity. Receiving activity shall execute acceptance certificate on the applicable inspection and receiving report form: DD Form 1155, Standard Form 44, DD form 250, or the Wide Area Workflow (WAWF) Receipt and Acceptance Receiving Report. The executed payment copy shall be forwarded to the paying office within four (4) workdays thereafter.

#### CONSIGNMENT INSTRUCTIONS FOR DELIVERIES TO THE PORTSMOUTH NAVAL SHIPYARD

Consign Parcel Post shipments to Portsmouth, NH 03801.

For access to the Portsmouth Naval Shipyard (PNS), contact PNS Security Pass Office at 207-438-2235/2614.

MARK SHIPPING DOCUMENTS: “Notify Receiving Officer, Portsmouth Naval Shipyard prior to arrival for delivery instructions. Telephone: 207-438-5521/5206”.

NOTICE: CARRIER’S DRIVERS ENTERING PORTSMOUTH NAVAL SHIPYARD MUST BE UNITED STATES CITIZENS BY BIRTH OR MUST CARRY EVIDENCE OF NATURALIZATION.

Except by special arrangement, shipments will be received only between the hours of 7:00 AM and 2:30 PM local time, Monday through Friday (Federal Holidays excepted).

#### CERTIFICATION REGARDING ACTUAL MANUFACTURER

The offeror/contractor certifies that it [ ] is, [ ] is not (check one)the actual manufacturer of the item(s) covered by this solicitation/ contract.

The following information is to be provided by offerors/contractors who are not the actual manufacturer as explained above:

A. Actual Manufacturer(s) identification: If more than one, identify all,

Name/Address	Actual Manufacturer's Part No. or Other Descriptions

B. Support effort performed by the offeror/contractor in addition to purchasing the item(s) for resale to the government.

- 1. Testing/Quality Assurance:  Yes,  No.
- 2. Preservation, Packaging and Packing:  Yes,  No.
- 3. Bar coding:  Yes,  No.
- 4. Other (explain): \_\_\_\_\_

**CERTIFICATION OF PRIOR SUBMISSION OF DATA AND OPTION TO WAIVE**

The cost to provide data listed on DD Form 1423 is to be included in the unit price of item or items for which the data being provided is applicable.

The Government may waive requirements for submission of data items listed below for offerors who have previously furnished such data. Offerors who have previously supplied such data, certify to its currency, and certify that the procedures listed will be one utilized are to indicate below the procedure number, approval document, date of approval and amount that may be deducted from the unit price if the requirement for that item of data is waived:

DD Form 1423 Sequence No.	Description of Data	Procedure Number	Approval Document	Date	Unit Price Deduction

In the event the Government exercises the option to waive the requirement for submission of any or all of the data indicated above, the amount indicated therefore will be deducted from the unit price and such adjusted unit price will be used in the evaluation for award.

**PLACE OF PERFORMANCE (PROCUREMENT QUALITY ASSURANCE AT ORIGIN) WITH FINAL INSPECTION AND ACCEPTANCE AT DESTINATION**

The bidder or offeror shall furnish the following information:

A. Name and location of principal producing facility of the supplies or services to be furnished:

---

Name
Street
City, State, Zip

B. Name(s) and address(es) of the firm(s) or person(s) owning or operating the facility in (A) above, of other than the bidder/offeror:

Name	Street	City, State, Zip
------	--------	------------------

C. Name and location of facility where QC (initial inspection) will be performed if different from (A) above:

Name	Street	City, State, Zip
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Note: If this procurement is a set-aside for small business, bidder/offeror represents that the firm whose name is inserted above [ ] is, [ ] is not a small business.

### COMMUNICATION WITH PORTSMOUTH NAVAL SHIPYARD – RFP COMMERCIAL

Request For Proposal (RFP) information and amendments will be made available through the Internet via the Federal Business Opportunities website which can be accessed at <https://www.fbo.gov>. FEDBIZOPPS lists business opportunities for the federal government including DLA Maritime - Portsmouth. Solicitations issued by DLA can be found by searching for the solicitation number or SPMYM3 in the Keyword / Solicitation # box. The cognizant DLA Contract Specialist can be contacted at email address:

[donna.getz@dla.mil](mailto:donna.getz@dla.mil)

Proposals in response to this RFP MUST be e-mailed to both [donna.getz@dla.mil](mailto:donna.getz@dla.mil) and [DLA-KME-QUOTATIONS@DLA.MIL](mailto:DLA-KME-QUOTATIONS@DLA.MIL). Only proposals submitted in accordance with FAR 52.212-1, *Instructions to Offerors – Commercial Items*, of this solicitation will be accepted. Point of Contact information is as follows:

Address

*Donna Quill KME.DQ*  
DLA Maritime – Portsmouth  
Portsmouth Naval Shipyard  
Building 153, 6<sup>th</sup> Floor  
Kittery, ME 03904

Fax: 207-438-1251/2452

Primary

Name: Donna Quill  
Tel: 207-438-2386  
Email: [donna.getz@dla.mil](mailto:donna.getz@dla.mil)

**It is the responsibility of the offeror to confirm that the agency has received their quotation by the solicitations closing date and time.**

Potential Offerors will not automatically receive amendments to this solicitation and must check the FEDBIZOPPS website periodically to obtain any amendments. At a minimum, it is recommended that Offerors check on a weekly basis. Any amendments posted within five workdays of the scheduled closing date may include an extension to allow at least five workdays from the date when the amendment is posted to the closing date.

Offerors are REQUIRED to complete this entire RFP package and submit the package as their proposal. All pages of this RFP MUST be completed. Failure to provide this completed RFP package may result in your proposal being considered unresponsive.

## AWARD – SINGLE AWARD FOR ALL ITEMS

Due to the interrelationship of the items involved, the right is reserved to make a single award to the responsive offeror whose total proposal on all items is low.

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CLIN 0002 ELIN(s)	1	
Exhibit AA	CLIN 4010 ELIN(s)	1	
Exhibit B	CLIN 0004 ELIN(s)	1	
Exhibit C	CLIN 0006 ELIN(s)	1	
Exhibit D	CLIN 0008 ELIN(s)	1	
Exhibit E	CLIN 0010 ELIN(s)	1	
Exhibit F	CLIN 1002 ELIN(s)	1	
Exhibit G	CLIN 1004 ELIN(s)	1	
Exhibit H	CLIN 1006 ELIN(s)	1	
Exhibit J	CLIN 1008 ELIN(s)	1	
Exhibit K	CLIN 1010 ELIN(s)	1	
Exhibit L	CLIN 2002 ELIN(s)	1	
Exhibit M	CLIN 2004 ELIN(s)	1	
Exhibit N	CLIN 2006 ELIN(s)	1	
Exhibit P	CLIN 2008 ELIN(s)	1	
Exhibit Q	CLIN 2010 ELIN(s)	1	
Exhibit R	CLIN 3002 ELIN(s)	1	
Exhibit S	CLIN 3004 ELIN(s)	1	
Exhibit T	CLIN 3006 ELIN(s)	1	
Exhibit U	CLIN 3008 ELIN(s)	1	
Exhibit V	CLIN 3010 ELIN(s)	1	
Exhibit W	CLIN 4002 ELIN(s)	1	
Exhibit X	CLIN 4004 ELIN(s)	1	
Exhibit Y	CLIN 4006 ELIN(s)	1	
Exhibit Z	CLIN 4008 ELIN(s)	1	