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|--|-------------------------------|--|--|------------------|-----------------------------------|---------------|
| REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i> | | THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE | | | PAGE 1 OF 38 PAGES | |
| 1. REQUEST NO. N0017422Q0085 | 2. DATE ISSUED 05-Aug-2022 | 3. REQUISITION/PURCHASE REQUEST NO. | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 | RATING | | |
| 5a. ISSUED BY NSWC IHD C02 4081 N. JACKSON RD BLDG 841 INDIAN HEAD MD 20640-5116 | | | 6. DELIVER BY (Date) SEE SCHEDULE | | | |
| 5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) JODI L. FIELDS 301-744-6544 | | | 7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule) | | | |
| 8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE | | | 9. DESTINATION (Consignee and address, including ZIP Code) NAVSEA INDIAN HEAD EXPLOSIVE SCALE FACILITY ATTN: CAD TEST BLDG 1576 5021 SAFE HAVEN WAY, BLDG 1104 INDIAN HEAD MD 20640 TEL: 301/744-4666 FAX: | | | |
| 10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 23-Aug-2022 | | | | | | |
| IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and/or certifications attached to this Request for Quotations must be completed by the quote. | | | | | | |
| 11. SCHEDULE (Include applicable Federal, State, and local taxes) | | | | | | |
| ITEM NO. (a) | SUPPLIES/ SERVICES (b) | | QUANTITY (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
| SEE SCHEDULE | | | | | | |
| 12. DISCOUNT FOR PROMPT PAYMENT | a. 10 CALENDAR DAYS | b. 20 CALENDAR DAYS | c. 30 CALENDAR DAYS | d. CALENDAR DAYS | | |
| | % | % | % | No. | % | |
| NOTE: Additional provisions and representations are are not attached. | | | | | | |
| 13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code) | | | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION | | 15. DATE OF QUOTATION | |
| | | | 16. NAME AND TITLE OF SIGNER (Type or print) | | TELEPHONE NO. (Include area code) | |
| | | | | | | |

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001 | MK 70 Booster Pressure Cartridges FFP FOB: Destination PSC CD: 1377 | 12 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0002 | MK 70 Booster Pressure Cartridges FFP FOB: Destination PSC CD: 1377 | 45 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|-----------------|------------|--------|
| 0003 | CDRL A001 FFP Engineering Change Proposal (ECP) FOB: Destination PSC CD: 1377 | 1 | Data Records | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-----------------|------------|--------|
| 0004 | CDRL A002 FFP Notice of Revision (NOR) FOB: Destination PSC CD: 1377 | 1 | Data Records | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-----------------|------------|--------|
| 0005 | CDRL A003 FFP Request for Variance (RFV) FOB: Destination PSC CD: 1377 | 1 | Data Records | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|-----------------|------------|--------|
| 0006 | CDRL A004 FFP Failure Analysis and Correction Action Report (FACAR) FOB: Destination PSC CD: 1377 | 1 | Data Records | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|-----------------|------------|--------|
| 0007 | CDRL A005 FFP Certificate of Compliance FOB: Destination PSC CD: 1377 | 1 | Data Records | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-----------------|------------|--------|
| 0008 | CDRL A006 FFP Ammunition Data Card (ADC) FOB: Destination PSC CD: 1377 | 1 | Data Records | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-----------------|------------|--------|
| 0009 | CDRL A007 FFP Acceptance Test Plan FOB: Destination PSC CD: 1377 | 1 | Data Records | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-----------------|------------|--------|
| 0010 | CDRL A008 FFP Acceptance Test Report FOB: Destination PSC CD: 1377 | 1 | Data Records | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-----------------|------------|--------|
| 0011 | CDRL A009 FFP Government Property Inventory Report FOB: Destination PSC CD: 1377 | 1 | Data Records | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|-----------------|------------|--------|
| 0012 | CDRL A010 FFP Program Progress Report FOB: Destination PSC CD: 1377 | 1 | Data Records | | |

NET AMT

SOW

**MK 70 BOOSTER PRESSURE
CARTRIDGES STATEMENT OF
WORK**

1.0 GENERAL

1.1 Background

The Naval Surface Warfare Center Indian Head Division (NSWC IHD) supports the GQM-163A Supersonic Sea Skimming Target (SSST) Program which uses the Mk 70 Rocket Motor as a first stage booster for its launch. These boosters are refurbished from the current stockpile of retired rocket motors and, as part of the process, require the replacement and modification of hardware. The Mk 70 requires the installation of two (2) pressure cartridges per rocket motor.

1.2 Scope

NSWC IHD has a requirement for the manufacture, acceptance inspection and delivery of pressure cartridges for use in the Mk 70 Booster in support of the GQM-163A SSST Program. The Contractor shall purchase materials, fabricate In Accordance With (IAW) the Technical Data Package (TDP), perform in-process inspections and deliver all items as described below. The Contractor shall fabricate, test, inspect and deliver 45 pressure cartridges, in one lot of 57 pressure cartridges. 12 pressure cartridges of the 57 pressure cartridges will be used for lot acceptance testing per the following specifications.

2.0 APPLICABLE DOCUMENTS

Table 2-1: General Specifications & Standards

| Item | Description |
|----------------------------|--|
| 9600-4040H | Component Product Specification for GQM-163A Pressure Cartridge Drawing Number 1030-0102-003, -004 |
| 1030-0102-003, 004 G & H | Pressure Cartridge |
| ASME Y14.100 | Engineering Drawing Practices |
| ASME Y14.5M | Dimensioning and Tolerancing |
| DOD-STD-2101 | Classification of Characteristics |
| DI-MGMT-81899 | Manufacturing Plan |
| TM-21658 (-) | Real-Time Inspection of EEDs Standard Practice for Radioscopy Inspection (Micro Xray of EEDs) |
| MIL-P-46994B (Amendment 4) | Pellets/Granules, BKNO3 |

3.0 REQUIREMENTS

3.1 General

The Contractor shall provide the materials, tooling and equipment necessary to fabricate, perform in-process and acceptance test, and package the hardware parts. They shall provide copies of all material sources (manufacturers and vendors), certification documents, and quality assurance (QA) testing of as-received material inspections.

3.2 Classification of Characteristics

Characteristics verified by the acceptance inspections and tests specified herein are classified IAW DOD-STD-2101.

3.3 Manufacturing and Workmanship

The Contractor shall maintain and control manufacturing processes to fabricate, inspect test, and deliver the pressure cartridges. The pressure cartridges shall be manufactured IAW drawing 1030-0102, and shall be interpreted per ASME Y14.100M, as listed in each delivery order. All articles shall meet requirements defined in component product specification 9600-4040.

Requests for any change or deviation to the qualified process shall be submitted to the Government as an Engineering Change Proposal (ECP) IAW CDRL A001, a Notice of Revision (NOR) IAW CDRL A002, or a Request for Variance (RFV) IAW CDRL A003.

3.3.1 Manufacturing and Configuration Management

The Contractor shall identify, establish, and maintain their fabrication process for the implementation of its fabrication process and configuration control. The manufacturing plan shall be documented IAW DI-MGMT-81899 and submitted to the Government for on-site review. It shall include a Management Baseline Review (MBR) of all drawings and manufacturing instructions related to the procurement.

3.3.2 Manufacturing Defects

The Contractor shall detect, document, and correct defects during manufacturing and assess potential process improvement opportunities. When required, the Contractor shall conduct analysis meetings to determine defect root cause and take action to prevent recurrence. Data on defects as identified in inspections, document reviews, and testing shall be collected and analyzed by the Contractor. Defects shall not be reprocessed until they have been documented and dispositioned. The Contractor shall provide feedback on the status and results of defect preventive and corrective action to the Government as failure analysis and correction action reports IAW CDRL A004. This CDRL is required as a result of defects found that would require significant build process changes or result in a class I ECP to the top level assembly.

3.3.3 Manufacturing Process Control

The Contractor shall control manufacturing processes IAW specified operating procedures and provide a quality program plan, including quality manufacturing processes, to the Government for onsite review. Process data shall be recorded and analyzed to ensure manufacturing quality and continued process control. The Contractor shall record process variable data necessary for analysis to determine trends and to maintain continued quality, process integrity and control. Specific controls shall be consistent with:

- The product characteristics and their associated tolerances, criticalities, sensitivity to process variation, inspectability, and testability.
- The application and operational requirements of the product.

- The extent and nature of subsequent test and inspection.
- Operator skill required.
- The results of process selection and development.

If it is determined that a process does not meet either specification or process control limits, the possible effect on items previously processed shall be determined and corrective action taken to ensure that items processed meet specification requirements or are identified as nonconforming.

3.3.4 Unit Certification

The Contractor shall submit a Certificate of Compliance (COC) and Certificate of Analysis (COA) IAW CDRL A005 certifying that the hardware parts fabricated meet all requirements as specified in this SOW, contract, and product documentation.

The Contractor shall provide a COA for all critical materials. The Government reserves the right to request as-received and in-process inspection test results for all materials used for hardware parts fabrication. The Government reserves the right to reject hardware that does not pass inspection acceptance testing.

If any part is found non-compliant, the Contractor shall contact their contract representative with a plan to promptly replace, correct, or repair the rejected hardware at the Contractor's expense. Inspection acceptance test documentation shall be maintained and retained by the Contractor for at least 10 years after contract closeout at which time it shall be turned over to the government.

3.3.5 Unit Traceability

The Contractor shall keep traceability records of the raw material and/or sub-component lot numbers that are used on each part IAW CDRL A006 and provide an Ammo Data Card, form DD1650. The Government reserves the right to request traceability records at any time.

3.3.6 Lot Formation

A production lot is defined as a lot consisting of all components produced in a single production run that were fabricated from the same materials, using the same processes/procedures/sources, and under the same conditions. Only one lot of each energetic material type shall be used in the manufacture of any one lot.

3.4 Quality Control

3.4.1 Quality Management

The Contractor shall continually improve on quality management effectiveness as outlined in their quality management plan. All production, inspection, and testing shall adhere to the requirements of this plan for the life of the contract. If any changes are made to the quality management program plan during the use of this contract, the Contractor shall notify the Government in writing of these changes.

3.4.1.1 Quality System Reviews

The Contractor shall invite the Government to participate in any Failure Review Boards (FRB) to support technical, program and quality reviews.

- Ensure that the hardware parts meet the TDP, that quality, manufacturing and production are under control and scheduled deliveries are on time. Reviews will discuss managing risk, schedule, funding and quality. Government representatives will request to review quality control data, fabrication process control charts and technical decisions necessary to ensure the fabrication process and end products are high quality.

3.4.1.2 Manufacturing and Quality Metrics

The Contractor shall establish and maintain a process for the collection and analysis of manufacturing and quality metrics as related to the pressure cartridges procurement.

3.4.2 Subcontractor/Supplier Management

The Contractor shall establish and maintain a subcontractor/supplier management program to ensure selection of suppliers capable of attaining program cost, schedule, and technical objectives. The Contractor's subcontractor/supplier management program shall provide for maintaining visibility into the cost, schedule, and technical performance progress of Subcontractors and suppliers. All subcontractor and supplier progress shall be monitored through the regular feedback of status via data requirements, schedule reviews, and technical/management coordination meetings. The Contractor shall assure that appropriate management and reporting requirements consistent with this SOW are imposed on Subcontractors where necessary. The Contractor's subcontractor/supplier management program shall be documented and submitted to the Government for on-site review.

3.4.3 Acceptance

3.4.3.1 Lot Acceptance Requirements

Lot acceptance inspection shall consist of the Contractor's inspection(s) and the government's inspection(s). The Contractor is responsible for 100% inspection of lot to be delivered to the Government.

Acceptance shall consist of dimensional inspections and tests listed in 9600-4040H for 1030- 0102. Copies of the test data are to be provided to the government. The Contractor is responsible for creating an acceptance inspection plan and submitting to the Government IAW CDRL A007. Submission of CDRL A008 shall be waived for an Acceptance Test Plan (ATP) that has been previously approved by the Government and has not undergone any changes. Any sections deemed not applicable by the Contractor shall be marked as such, a brief justification may be provided. The Contractor shall ensure that the delivered units are evaluated using acceptance inspection plans/or procedures, which ensure that the delivered units conform to the applicable documentation. The Government reserves the right to witness any or all of the inspections and requires 15 days notice prior to planned tests.

The Contractor is responsible for creating a lot acceptance inspection report and submitting to the Government IAW CDRL A008 within 30 days after testing. This report shall document the test methodology used to perform the lot acceptance testing, document the results of each test and shall include an as built drawing list noting any changes from what was presented in the Management Baseline Review (MBR). Only those tests performed by the Contractor shall be documented in this report. Delivery of units will occur on or before 15 days after completion of successful destructive lot acceptance testing completion. CDRL A008 will not be cause to hold up shipment, but is required for acceptance and acceptance is conditional on acceptable test data.

The Government may perform additional lot acceptance inspections/tests outside of the Contractor's test plan at the government's discretion and cost.

3.4.4 Government Inspection of Facilities

The government, through any authorized representative, may visit/inspect the plant or plants of the Contractor, or of any Subcontractors, engaged in the performance of this contract to witness lot acceptance testing.

If any examination/test is made by the Government on the premises of the Contractor/subcontractor, the Contractor and any Subcontractors shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. All examinations and tests by the Government shall be performed in such a manner as will not unduly delay work.

3.5 Post Award Kick-Off Meeting

The Contractor shall host a two day post award kick-off meeting at their facility within 30 days after contract award to allow the Government to view and accept documents designated with company proprietary information.

4.0 PROPERTY, DATA AND EQUIPMENT

4.1 Acceptance of Delivery

All hardware shall become property of the Government, upon delivery, at the final destination per contract line item number (CLIN).

4.2 Use of Existing Government Furnished Property

The Government Furnished Property (GFP) that the Government has available to provide for use shall be documented by the Government IAW CDRL A009.

5.0 PACKAGING, HANDLING, STORAGE AND TRANSPORTATION

(PHS&T) Shipping

The vendor is responsible for the shipping container design, purchase of all packaging materials and obtaining any required authorizations to ship.

5.2 Records

If a container is damaged in shipping or handling, the entire package will be returned to vendor for re-inspection of the container and enclosed hardware. If prior documentation from the vendor shows the container damage was pre-existing then re-inspection may be waived.

6.0 PROVISIONING OF TECHNICAL DOCUMENTATION

If there are any conflicts between publications, drawings, or inspection requirements listed herein, the Contractor shall notify the Government in writing for interpretation, clarification, and resolution.

7.0 REPORTS

The Contractor shall submit monthly progress reports to the Government IAW CDRL A010. The report shall be submitted within two (2) weeks of the completion of the month. Any sections deemed not applicable by the Contractor shall be marked as such, a brief justification may be provided. Monthly progress reports shall be the vehicle whereby the Government is appraised as to work accomplished, issues, and other reporting requirements.

8.0 CONTROLLED UNCLASSIFIED INFORMATION

Ref: (a) DoD Regulation 5200.01-V4, DoD Information Security Program

(b) SECNAV M-5510.36, DON Information Security Program Manual

Contractor may be required to handle Controlled Unclassified Information (CUI). The minimum level of protection for all CUI is adherence to CUI protection standards. Distribution Statements (DS) and warning labels, such as the Arms Export Control Act Warning, identify additional protection requirements for a given document. Minimum CUI protection requirements/controls applicable to the performance of this contract for CUI are listed below. Additional protection requirements, as marked on a given CUI document, are in addition to the standards listed.

8.1 Handling/Storage:

Access to CUI is limited to those needing it to conduct official business for the Department of Defense (DoD). CUI information is not classified information, but requires extra precautions to ensure it is not released to the public. During business hours, reasonable steps shall be taken to minimize risk of access by unauthorized personnel. After business hours, CUI information shall be stored in unlocked containers, desks, or cabinets if

Government or Government-contracted building security is provided. If it is not, store in locked desks, file cabinets, bookcases, locked rooms, or similar items.

8.2 Transporting/Transmitting/Release/Destruction:

CUI information shall be transported in a manner that prevents disclosure of the contents. CUI information may be sent via USPS first- class mail, parcel post, or – for bulk shipments – 4th class mail. Electronic transmission of CUI information (voice, data, or facsimile) shall be by approved secure communications systems. Transmission via unsecure fax is acceptable if an authorized person is standing by on the receiving end to take custody. All emails containing CUI or attachments with CUI must be digitally signed and encrypted when transmitted within a Navy network or to an approved Contractor email address. **Transmission of CUI to personal email accounts (e.g. AOL, Yahoo, Hotmail, Comcast, etc.) is strictly prohibited. CUI sent out of the Contractor’s facility electronically must be encrypted (DoD FIPS 140-2 standard).** CUI material shall not be released outside the Contractor’s facility except to representatives of DoD. When no longer needed, destroy CUI by a method that precludes its disclosure to unauthorized individuals.

8.3 Markings:

Unclassified documents (paper or electronic) generated in support of this contract which contain CUI are to be marked CUI at the top and bottom on the outside of the front cover (if any), on each page containing CUI information, and on the outside of the back cover (if any). Each paragraph containing CUI information shall be marked as such. Within a classified document, an individual page with both CUI and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual paragraphs shall be marked at the appropriate classification level, as well as unclassified or CUI, as appropriate. Within a classified document, an individual page that contains CUI information but no classified information shall be marked CUI at the top and bottom of the page, as well as each paragraph that contains CUI information. Other records, such as photographs, films, tapes, or slides, shall be marked “CUI” in a manner that ensures that a recipient or viewer is aware of the status of the information therein. DS on technical documents identify access restrictions. DS “B” through “D” preclude public release and while not marked as CUI, are subject to all CUI protection requirements, including the prohibition on unencrypted transmission over the public Internet.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
| 0004 | Destination | Government | Destination | Government |
| 0005 | Destination | Government | Destination | Government |
| 0006 | Destination | Government | Destination | Government |
| 0007 | Destination | Government | Destination | Government |
| 0008 | Destination | Government | Destination | Government |
| 0009 | Destination | Government | Destination | Government |
| 0010 | Destination | Government | Destination | Government |
| 0011 | Destination | Government | Destination | Government |
| 0012 | Destination | Government | Destination | Government |

CLAUSES INCORPORATED BY REFERENCE

52.246-2 Inspection Of Supplies--Fixed Price AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

"I certify that on _____ [insert date], the _____ [insert Contractor's name] furnished the supplies or services called

for by Contract No. _____ via _____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: _____

Signature: _____

Title: _____

(End of clause)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.

(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of clause)

E-246-H020 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (OCT 2018)

The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ASQ/ANSI/ISO 9001:2015 "Quality Management Systems – Requirements" and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall flow down such standards, as applicable, to lower-tier subcontractors under instances covered in FAR 52.246-11(b) or at the direction of the Contracting Officer. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

(End of text)

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

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

(End of text)

H-246-H001 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (MAY 2022)

(a) Definitions:

(1) Test, Measurement, and Diagnostic Equipment (TMDE). Includes all devices used to measure, calibrate, gage, test, inspect, diagnose, or otherwise examine materials, supplies, and equipment to quantitatively or qualitatively determine compliance with specifications and tolerances, engineering drawings, technical orders, technical manuals, or use requirements and instructions.

(2) Calibration Standard. A measuring instrument or artifact used as a reference to establish and maintain the accuracy of other measuring instruments or artifacts. Calibration standards may be used to calibrate other standards of lesser accuracy or to calibrate test and measurement equipment directly.

(3) Calibration. The comparison of a measurement system or device of unverified accuracy with a measurement system of known and greater accuracy to detect deviation of the unverified measurement system from required performance specifications (of the unverified measurement system or device) and to quantify all measured values to applicable units of the international system of units.

(4) Calibration Service Providers. Commercial calibration activities and other government agencies that provide calibration services to the Navy and Marine Corps as a major line of business.

(5) Commercial Service Providers. Suppliers of Navy test, measurement, and diagnostic equipment, including original equipment manufacturers, who may calibrate their own products but are not engaged in calibration as a major line of business, and other commercial laboratories that provide low volume, model specific, or unique parameter calibration services.

(6) Measurement Traceability. The property of a measurement result that can be related to a national or international measurement standard through a documented, unbroken chain of calibrations, each with a stated measurement uncertainty. Individual measurement results must be traced through an unbroken chain of calibrations to accepted references, such as: U.S. national standards such as, the U.S. Naval Observatory, ratio and consensus standards, natural physical constants, or the national standards of other countries correlated with U.S. national standards as held or directed by National Institute of Standards and Technology and Department of Defense (DoD) approved sources.

(7) The End of Period Measurement Reliability. The probability that all the applicable measurement quantities of a test, measurement, and diagnostic equipment are within tolerance at the end of the calibration interval assigned to the given test, measurement, and diagnostic equipment.

(8) Calibration Interval. The periodicity between calibrations that is assigned to achieve Navy end of period measurement reliability objectives for test, measurement, and diagnostic equipment.

(9) The Probability of False Acceptance. The probability that a test used to verify that a measurement quantity is within specified tolerances results in an incorrect acceptance decision.

(10) The Probability of False Rejection. The probability that a test used to verify that a measurement quantity is within specified tolerances results in an incorrect rejection decision.

(11) The Test Uncertainty Ratio (TUR). The ratio of the difference between the upper and lower tolerance limits for a measurement quantity subject to calibration, to the difference between the upper and lower 95 percent uncertainty limits for the measurement process used for calibration.

(b) Test, measurement, and diagnostic equipment and automatic test systems are used to monitor and test systems, equipment, devices, and the environmental conditions under which these systems and personnel operate. The accuracy of Navy and Contractor test, measurement, and diagnostic equipment and automatic test systems used for quantitative and qualitative measurements are ensured through measurement traceability. The Contractor is required to ensure that all test, measurement and diagnostic equipment used for quantitative or qualitative measurements is maintained and calibrated in accordance with U.S. national standards ANSI/NCSL Z540.3 Requirements for the Calibration of Measuring and Test Equipment, dated 3 Aug 2006 or ISO/IEC 17025 General Requirements for the Competence of Testing and Calibration Laboratories (3rd Edition), dated 29 Nov 2017.

(c) Calibration certification to Navy standard NAVSEA 04-4734B, Navy and Marine Corps Calibration Laboratory Audit/Certification Manual, 1 Dec 2006, is acceptable in place of NCSL Z540.3 and ISO/IEC 17025:2017 accreditations. ANSI/NCSL Z540.3 and ISO/IEC 17025:2017 accreditations must be performed by an U.S. headquartered accreditation body that is a signatory of the Navy Calibration Cooperative Agreement. Calibration accreditation must include the parameters required to execute the calibration at appropriate ranges and tolerances. A calibration certificate meeting the requirements of ISO/IEC 17025:2017 or ANSI/NCSL Z540.3 must be provided with the returned calibrated unit. The calibration certificate must be evaluated to confirm that the calibration was performed within the laboratory's accreditation scope. For activities certificated to NAVSEA 04-4734B, calibrations must be evaluated to confirm that the calibration was performed within the laboratory's NAVSEA certification, and calibration event records shall be provided to the Government upon request. Calibration intervals that deviate from NAVSEA OD 45845, Metrology Requirements List (METRL), shall reflect TMDE end of period reliability greater than 85%. TMDE reliability data shall be provided upon request. TURs shall be greater than or equal to 4:1, or ensure a probability of false acceptance of 2% or less and a probability of false rejections of 15% or less. Calibration procedures and methods used by the contractor shall be provided to the Government upon request.

(d) All calibrations supporting this contract shall meet the requirements of OPNAVINST 3960.16. If the Contractor subcontracts or outsources the initial or reoccurring calibration of test, measurement, and diagnostic equipment, the respective calibration laboratory must also meet the requirements of paragraphs (b) and (c).

(e) Calibration service providers and commercial service providers, and all of their employees, who supply or calibrate Navy test, measurement, and diagnostic equipment, shall be certified or accredited to the requirements of the NAVSEA manual or the ISO or ANSI specifications cited in paragraphs (b) and (c).

(End of text)

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|------|---------------|----------|--|---------------|
| 0001 | 8 wks. ADC | 12 | NAVSEA INDIAN HEAD EXPLOSIVE SCALE FACILITY ATTN: CAD TEST BLDG 1576 5021 SAFE HAVEN WAY, BLDG 1104 INDIAN HEAD MD 20640 301/744-4666 FOB: Destination | N00174 |
| 0002 | 6 mths. AFATA | 45 | (SAME AS PREVIOUS LOCATION) FOB: Destination | N00174 |
| 0003 | N/A | N/A | N/A | N/A |
| 0004 | N/A | N/A | N/A | N/A |
| 0005 | N/A | N/A | N/A | N/A |
| 0006 | N/A | N/A | N/A | N/A |
| 0007 | N/A | N/A | N/A | N/A |
| 0008 | N/A | N/A | N/A | N/A |
| 0009 | N/A | N/A | N/A | N/A |
| 0010 | N/A | N/A | N/A | N/A |
| 0011 | N/A | N/A | N/A | N/A |
| 0012 | N/A | N/A | N/A | N/A |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|--------------------------|----------|
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.242-17 | Government Delay Of Work | APR 1984 |

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7006 Wide Area WorkFlow Payment Instructions DEC 2018

CLAUSES INCORPORATED BY FULL TEXT

E-246-W001 CERTIFICATE OF ANALYSIS (NAVSEA) (OCT 2018)

(a) A certificate of analysis/test showing that the material has been sampled and/or tested and found to be within the minimum requirements of the specification/drawing/contract shall be submitted to the COR or TPOC. The certificate shall be maintained by the contractor for a minimum of one (1) year; one (1) copy to accompany the shipment (in the packing list envelope) and one (1) copy mailed at time of the shipment (mark the certificate to the attention of: Code 00Q).

(b) Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representative of the company the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Beneath the signature include the typed name of the individual signing this certificate.

(d) Certificate for shipments of bulk chemicals shall state contract number, drawing or specification number, lot number, rail car number if shipped by rail or trailer number if by truck, and the date of shipment.

(e) Any demurrage accrued as a result of detaining commercial carriers because of nonreceipt of the certificate shall be the responsibility of the Contractor.

(f) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

(g) The certificate shall read as follows:

I certify that on _____ [insert date], the _____ [insert Contractor's name] furnished the supplies called for by the Order/Contract No. _____ via _____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies have been sampled and/or tested and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: _____
Signature: _____
Typed Name: _____
Title: _____

(End of text)

E-246-W002 CERTIFICATE OF COMPLIANCE (NAVSEA) (OCT 2018)

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code 00Q.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

(d) The certificate shall read as follows:

I certify that on _____ [insert date], the ____ [insert Contractor's name] furnished the supplies called for by the Order/Contract No. _____ via ____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this document.

Date of Execution: _____
 Signature: _____
 Typed Name: _____
 Title: _____

(End of text)

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

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

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR

and Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

(End of text)

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

- (a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the [insert activity name]. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.
- (b) The federal Government observes public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link:
<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>.
- (c) Delayed Opening, Early Dismissal and Closure of Government Facilities. When a Government facility has a delayed opening, is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal, delayed opening, or during periods of inclement weather, onsite contractors should monitor the OPM website as well as radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.
- (d) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and the company's established policy and procedures. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy and procedures.
- (e) If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.
- (f) The hours of operation are as follows:

| AREA | FROM | TO |
|----------|---------------|-----------|
| Bldg 116 | 0730-1130 and | 1230-1530 |

- (g) All deliveries to the Receiving Officer, Bldg 116, shall be made Monday through Friday from 0730-1130 to 1230-1530, local time. Deliveries will not be accepted after 1530. No deliveries will be accepted on federal government holidays.

(End of text)

Section H - Special Contract Requirements

POC

The following contacts are provided for this contract:

| | |
|---------------------------|---------------------------------------|
| Contract Administrator: | Jodi Fields |
| Phone Number: | 301-744-6544 |
| E-mail: | Jodi.l.fields.civ@us.navy.mil |
| Payments/Invoicing: | Comptroller Vendor Pay |
| Phone Number: | (301) 744-6998 |
| E-mail: | NAVSEA.NSWC.IHEODTDVendorPay@navy.mil |
| Technical Representative: | Derek Cooper |
| Phone Number: | |
| E-mail: | derek.c.cooper2.civ@us.navy.mil |

Any concerns regarding your contract, should be directed to the above-mentioned personnel, or the Contracting Officer Michelle Reeves at michelle.reeves@navy.mil.

VPP**I. Voluntary Protection Program:**

1.1. In August 2006, Indian Head Division (IHD) Naval Surface Warfare Center (NSWC) was nominated to participate in the DoD Voluntary Protection Program Center of Excellence Implementation Initiative of the Defense Safety Oversight Council (DSOC). The Voluntary Protection Program (VPP) was established by the Occupational Safety and Health Administration (OSHA) in 1982 to recognize and promote effective worksite-based safety and health management systems. IHD NSWC, through the utilization of VPP, desires to be a model of safety and health excellence. VPP's emphasis on trust and cooperation between OSHA, the employer, employees, employees representatives, and contractors complements the Agency's enforcement activity but does not take its place. All parties, including Contractors, are to work together to identify and resolve any safety and health problems that may arise, yet obtain Contracting Officer approval of any changes that would impact the terms of the contract. IHD NSWC as the VPP participant develops and implements systems to effectively identify, evaluate, prevent, and control occupational hazards so that injuries and illnesses to employees and contractors are prevented. Contractor and sub-contractor personnel are subject to occupational safety and health oversight. This oversight will be accomplished by IHD NSWC personnel and Contracting Officers. Contractors, sub-contractors, and their employees, while in performance of a contractual action on-site within the geographical boundaries of Naval Support Facility (NSF) Indian Head, shall be subject to the requirements of the IHDIVNAVSURFWARCENINST 5100.22, "Safety Manual" regardless of the type or duration of the contract. Appendix 13-A, of the chapter 13 entitled "Contractor Safety Requirements When Performing

Work at the Naval Support Facility (NSF) Indian Head, MD” shall be signed by the Contractor prior to commencement of services on-site at NSF Indian Head. The Contractor shall maintain one signed copy for future reference in educating its personnel and sub-contractors. A second signed copy shall be provided to the Contracting Officer to be maintained in the contract file. If an occupational safety or health related injury or illness occurs during the performance or as a result of this contractual action, the Contractor shall notify the Contracting Officer Representative (COR) as soon as practicable, who will notify the Safety Office and the Contracting Officer. 1.2 In support of VPP and in compliance with Chapter 13 of the Safety Manual, entitled “Contractor Safety,” **all Contractors performing on-site at NSF Indian Head shall comply with the following:**

1.2.1 Public Law 91-596 (and Amendments), also known as the Occupational Safety and Health Act of 1970, establishes that all employers, including Contractors, are responsible, as far as possible, for providing every employee a safe and healthful working environment. All employers, including Contractors, shall conform to the standards as issued by OSHA. Contractors are responsible for complying with safety requirements specified in the contract as well as all Federal, State, and local safety and security regulations. Non-compliance may be cause for the removal of a Contractor or any Contractor employee from the activity and such non-compliance may form the basis for contractual action, up to and including termination for default.

1.2.2 Contractor personnel shall participate in basic safety awareness and hazard identification training offered by the Government activity at the work area they are supporting. Contractors performing on-site shall attend area weekly safety meetings and annual safety stand-downs, as determined by the COR.

1.3 The best Safety and Health Programs involve every level of the organization, instilling a safety culture that reduces accidents for workers and improves the bottom line for managers. When Safety and Health are part of the organization and a way of life, everyone wins. IHD NSWC is committed to safety excellence. The Contractor shall familiarize itself with the IHDIVNAVSURFWARCENINST 5100.22, “Safety Manual,” Appendix 13-C entitled “OSHA Voluntary Protection program (VPP) Fundamentals Training for Contractors”.

2. Contractor On Site Training:

2.1 A Contractor providing support on-site at any IHD NSWC site may be required to have its on-site Contractor personnel participate in training covering rules, practices, procedures, equipment and systems, as needed, based on the type of support being provided. This training may include, but is not limited to: Operation Security training (OPSEC); Personally Identifiable Information training; DoD Information Assurance Awareness training; Information Technology Security; Voluntary Protection Program (VPP) training; and Personnel Security training.

2.1.2 This training will be provided at no cost by the IHD NSWC site and will take place on-site during normal contract working hours without any additional compensation for the Contractor.

This training does not relieve the Contractor of its responsibility to train its employees in such areas as environment, health, safety, security, sexual harassment, ethics, etc. to ensure compliance with all federal, state, and local laws and DoD regulations.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|--|----------|
| 52.204-7 | System for Award Management | OCT 2018 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-13 | System for Award Management Maintenance | OCT 2018 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | DEC 2014 |
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment | NOV 2021 |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment | NOV 2021 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations | NOV 2015 |
| 52.211-5 | Material Requirements | AUG 2000 |
| 52.219-6 | Notice Of Total Small Business Set-Aside | NOV 2020 |
| 52.219-9 | Small Business Subcontracting Plan | NOV 2021 |
| 52.219-13 | Notice of Set-Aside of Orders | MAR 2020 |
| 52.219-28 | Post-Award Small Business Program Rerepresentation | SEP 2021 |
| 52.223-3 | Hazardous Material Identification And Material Safety Data | FEB 2021 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | JUN 2020 |
| 52.224-1 | Privacy Act Notification | APR 1984 |
| 52.225-1 | Buy American--Supplies | NOV 2021 |
| 52.234-1 | Industrial Resources Developed Under Title III, Defense Production Act | SEP 2016 |
| 52.243-1 | Changes--Fixed Price | AUG 1987 |
| 52.243-4 | Changes | JUN 2007 |
| 52.245-1 | Government Property | SEP 2021 |
| 52.245-9 | Use And Charges | APR 2012 |
| 52.247-17 | Charges | APR 1984 |
| 52.249-1 | Termination For Convenience Of The Government (Fixed Price) (Short Form) | APR 1984 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.203-7003 | Agency Office of the Inspector General | AUG 2019 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls | OCT 2016 |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information | OCT 2016 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | DEC 2019 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | MAY 2016 |
| 252.204-7019 | Notice of NIST SP 800-171 DoD Assessment Requirements | MAR 2022 |
| 252.204-7020 | NIST SP 800-171 DoD Assessment Requirements | MAR 2022 |
| 252.211-7003 | Item Unique Identification and Valuation | MAR 2022 |
| 252.211-7007 | Reporting of Government-Furnished Property | MAR 2022 |

| | | |
|--------------|---|----------|
| 252.215-7007 | Notice of Intent to Resolicit | JUN 2012 |
| 252.215-7013 | Supplies and Services Provided by Nontraditional Defense Contractors. | JAN 2018 |
| 252.219-7003 | Small Business Subcontracting Plan (DOD Contracts) | DEC 2019 |
| 252.219-7011 | Notification to Delay Performance | JUN 1998 |
| 252.223-7001 | Hazard Warning Labels | DEC 1991 |
| 252.223-7002 | Safety Precautions For Ammunition And Explosives | MAY 1994 |
| 252.223-7003 | Changes In Place Of Performance--Ammunition And Explosives | DEC 1991 |
| 252.225-7001 | Buy American And Balance Of Payments Program-- Basic | JUN 2022 |
| 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 Items | JAN 2021 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property | APR 2012 |
| 252.245-7002 | Reporting Loss of Government Property | JAN 2021 |
| 252.245-7003 | Contractor Property Management System Administration | APR 2012 |
| 252.245-7004 | Reporting, Reutilization, and Disposal | DEC 2017 |
| 252.247-7023 | Transportation of Supplies by Sea | FEB 2019 |

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (JAN 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 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)).

(ii) 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).

(iii) 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).

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

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

(vi) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

(vii) 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).

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

(ix) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JAN 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (NOV 2021).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (JAN 2022).

(ix) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(v) 52.222-36, Equal Employment for Workers with Disabilities (JUN 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

- (vii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).
- (viii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).
- (B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).
- (ix) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.))).
- (x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))
- (xi) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (xii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).
- (xiii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).
- (xiv) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR ® Program or Federal Energy Management Program (FEMP) will be--
- (A) Delivered;
- (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
- (C) Furnished by the Contractor for use by the Government; or
- (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).
- (xv) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).
- (xvi) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities).
- (xvii) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the

value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract, and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xviii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information.)

(xx) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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):

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)

(a) General.

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at <http://fms.treas.gov/debt/index.html>. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) Contractor payment request.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those

clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

C-246-H002 GOVERNMENT USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (OCT 2018)

The contractor's gages, measuring, and testing devices shall be made available to the Government when required to determine contractor conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operation of such devices and for verification of their accuracy and condition.

(End of text)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|--|----------|
| 52.204-3 | Taxpayer Identification | OCT 1998 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | DEC 2014 |
| 52.209-11 | Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law | FEB 2016 |
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials | NOV 2011 |

CLAUSES INCORPORATED BY FULL TEXT

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2021)

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

Small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

(2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition--

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

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

(c) Representations. (1) The offeror represents as part of its offer that it [___] is, [___] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [___] is, [___] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

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

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ___ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

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

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

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

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [___] is, [___] is not a service-disabled veteran-owned small business concern.

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

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

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

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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)