

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N6592323SU00101		PAGE 1 OF 64	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER M6700123Q1186	
6. SOLICITATION ISSUE DATE 28-Jul-2023		7. FOR SOLICITATION INFORMATION CALL:		a. NAME JAMIE L JOHNSTON		b. TELEPHONE NUMBER (No Collect Calls) 252-466-2022	
8. OFFER DUE DATE/LOCAL TIME 12:00 PM 11 Aug 2023		9. ISSUED BY CODE M67001 M67001MARINE CORPS FIELD CONTRACTING SYS JAMIE JOHNSTON PSC BOX 8018 CHERRY POINT NC 28533 TEL: 252-466-2022 FAX:		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input type="checkbox"/> SMALL BUSINESS <input checked="" type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 333923 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 1,250			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE N65923 N65923 RECEIVING OFFICER FLEET READINESS CENTER EAST DLA BEACHY RD. BUILDING 148, BAY C CHERRY POINT NC 28533-5040 TEL: (252)464-5534 FAX:		16. ADMINISTERED BY CODE		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	
						22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

**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>SEE SCHEDULE</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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Monorail Crane System FFP In accordance with the Purchase Description	2	Each		
	NWA 300000169323.0060				
	NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination MILSTRIP: N6592323SU00101 PURCHASE REQUEST NUMBER: N6592323SU00101 PSC CD: 3950				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Installation of Monorail Crane System FFP In accordance with the Purchase Description	2	Each		
	NWA 300000169323.0060				
	FOB: Destination MILSTRIP: N6592323SU00101 PURCHASE REQUEST NUMBER: N6592323SU00101 PSC CD: 3950				
				NET AMT	

PURCHASE DESCRIPTION

1.0 SCOPE. This Specification (SPEC) defines the Government’s minimum requirements for a vendor to perform the work described below located in Building 4225 at the Fleet Readiness Center East (FRC-East) aboard Marine Corps Air Station Cherry Point NC:

2.0 APPLICABLE DOCUMENTS. The following documents form a part of this SPEC to the extent specified herein.

a. Department of Defense (DOD)

FRC-East Instruction 5000.1B, “Visitor/Contractor Site Specific Rules and Compliance”
NAVFAC P-307, “Management of Weight Handling Equipment” (Testing criteria)
Navy Crane Center; NCC Standing Crane Alteration N3258-07-005, “Replacement of Electric Wire Rope Hoists and Hoist/Trolley Units”

b. Crane Manufacturers Association of America (CMAA)

CMAA 74, “Specifications for Top Running &, Under Running Single Girder Electric Traveling Cranes Utilizing Under Running Trolley Hoist”

c. American Society of Mechanical Engineers (ASME)

ASME B30.10, “Hooks”
ASME B30.16, “Overhead Hoists (Underhung)”
ASME B30.17, “Cranes and Monorails (With Underhung Trolley or Bridge)”
ASME HST-1, “Performance Standard for Electric Chain Hoists”

d. American National Standards Institute (ANSI)

ANSI Z41, “Personal Protection – Protective Footwear”
ANSI Z87.1, “Practice for Occupational & Educational Eye and Face Protection”
ANSI Z89.1, “Personal Protection – Protective Headwear for Industrial Workers”

e. National Fire Protection Association (NFPA)

NFPA 70, "National Electric Code (NEC)"
NFPA 70E, “Standard for Electrical Safety in the Work Place”

f. National Electrical Manufacturers’ Association (NEMA)

NEMA 250, (2018) “Enclosures for Electrical Equipment (1000 Volts Maximum)”
NEMA ESPG, (2009-2010) “Electrical Standards and Product Guide (ESPG)”
NEMA ICS 2, (2000; R 2005; Errata 2008) “Industrial Control and Systems Controllers, Contactors, and Overload Relays Rated 600V”
NEMA ICS 5, (2017) “Industrial Control and Systems: Control Circuit and Pilot Devices”
NEMA ICS 6, (1993; R 2016) “Industrial Control and Systems: Enclosures”
NEMA ICS 8, (2011) “Crane and Hoist Controllers”
NEMA MG 1, (2018) “Motors and Generators”
NEMA MG 2, (2014) “Safety Standard for Construction and Guide for Selection, Installation and Use of Electric Motors and Generators”

g. American Institute of Steel Construction (AISC)

AISC 360, “AISC Steel Construction Manual”

h. American Welder Society (AWS)

AWS D1.1/D1.1M, “Structural Welding Code”
AWS D14.1/D14.1M “Specification for Welding of Industrial and Mill Cranes and Other Material Handling Equipment”

i. ASTM International (ASTM)

ASTM F3125/F3125M, (2019) “Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum

Tensile Strength, and Metric Dimensions 830 Mpa and 1040 Mpa Minimum Tensile Strength”

j. Electrification and Controls Manufacturers Association (ECMA)
ECMA 15, (2018) “Cable-less Controls for Electric Overhead Traveling Cranes”

k. Material Handling Industry (MHI)

MH27.1, “Specifications for Patented Track Underhung Cranes and Monorail Systems”

l. Research Council on Structural Connections (RCSC)

RCSC A348, (2020) RCSC Specifications for Structural Joints Using High-Strength Bolts”

m. Occupational Safety and Health Administration (OSHA)

29 CFR 1910, “Occupational Safety and Health Standards

29 CFR 1910.147, “The Control of Hazardous Energy (lockout/tagout)”

29 CFR 1910.306, “Specific Purpose Equipment and Installations

29 CFR 1917.45, “Cranes and Derricks”

n. Underwriters Laboratories (UL)

UL 1004-1, (2012; Reprint Nov 2020) “UL Standard for Safety Rotating Electrical Machines – General Requirements”

3.0 GENERAL REQUIREMENTS.

3.1 MONORAIL CRANE: Contractor shall provide a monorail system with electric powered hoist and electric powered trolley for operation in an indoor environment, general purpose service, with an ambient temperature range of 20 to 130 degrees Fahrenheit each hydrogen furnace.

3.1.1 Monorail, hoist, trolley, equipment, materials, installation, examination, inspection, and workmanship of contractor shall conform to the applicable requirements of NFPA 70, ASME B30.17, ASME B30.16, and ASME HST-1, as modified and supplemented by this specification.

3.1.2 The hoist shall be radio controlled and operate in the spaces and within the loading conditions indicated. 480-volts AC, 3 phase, 60 Hz power source feeds the existing crane. Contractor shall connect to electrical enclosure on the side of the furnace for the power connection.

3.1.3 The contractor shall ensure maximum trolley wheel loads shall not damage track support structure due to dead, trolley, and lifted loads, with the trolley in any position, must not cause a more severe loading condition in the track support structure than that produced by the design wheel loads and spacing indicated.

3.1.4 Contractor shall provide a hoist with a rated capacity of one (1) ton. The hook lift capacity and speed shall be the manufacturer's standard within the limits specified. The hoist and trolley shall meet the minimum design requirements specified in ASME HST-1, Duty Class H3.

3.2 LICENSES AND CERTIFICATIONS CONTRACTOR shall possess a North Carolina limited general contractors license obtained in accordance with NC administrative code, title 21. The contractor shall provide a copy with his quote.

3.3 SITE VISIT. The contractor shall be allowed the opportunity to perform an initial site visit to obtain any information and dimensions required for the proper preparation of submittal package.

3.4 POST-AWARD SITE VISIT. Contractor shall field verify all necessary dimensions, clearances and other conditions prior to submission of submittals package.

3.5 SUBMITTALS. Contractor shall provide two (2) hard copies and one (1) electronic copy of contractor submittals

package for review and approval by the FRC-East Chief Crane Engineer prior to ordering material or commencing on site work. The package shall include mechanical and electrical drawings and catalog cut sheets.

3.6 QUOTE ACCURACY. Contractor shall base quote on this Purchase Description, confined to the area designated, supported as follows:

- 3.6.1 Cranes will operate in the spaces available from FRC East Drawing drawings D-2203-0, D-2203-1, and H2 Furnace Monorail sketch page 1.
- 3.6.1.1 The contractor shall ensure the supporting structure shall not interfere with exits, and is securely mounted on the concrete floor.
- 3.6.3 Contractor shall ensure the monorail structure is within a space ± 28 feet across the room and ± 17 feet lengthwise for each crane. One monorail, trolley and hoist shall need to service both sides of one furnace. There are two (2) furnaces. See H2 Furnace Monorail sketch page 1.
- 3.6.4 The new Retort (shell) and sling hardware are illustrated on the H2 Furnace Monorail sketch page 2.
- 3.6.5 The monorail shall extend out from the furnace structure such that the Retort can be placed in front of the furnace or transported and installed on the other carriage, and not contact the structure during any movement. The Contractor shall be responsible for the coordination and proper relation of their work to the building structure and to the work of all trades. The contractor shall verify all dimensions of the building that relate to fabrication of the monorail system and notify the Contracting Officer of any discrepancy before finalizing the crane order.

3.7 The contractor shall comply with the mandatory and advisory safety requirements of ASME B30.10 section 10-1; ASME B30.16 section 16.1; ASME B30.17 section 17-1; ASME HST-1 section 1-1; 29 CFR 1910.147 paragraphs (a), and (c) through (f); 29 CFR 1910.306 (b); and all applicable provisions of 29 CFR 1910 and NFPA 70, Articles 240, 250, 400, 409, 430, 504, and 610.

3.8 LOCKOUT/TAGOUT. Prior to installation and/or removal of any equipment, the Contractor shall lockout/tagout all energy sources IAW OSHA 29 CFR 1910 then notify the government for final approval. In addition, the government may also choose to dual lockout/tagout the equipment. Additionally, the policy is not to work on any energized equipment. In the event that any electrical equipment must be worked live, approval shall be obtained by FRC East Safety, and that specific work shall be performed in accordance with National Fire Protection Association (NFPA) 70E; Electrical Safety in the Workplace.

3.9 LABOR CONTRACTOR. Shall perform the work in accordance with the following guidelines:

- 3.9.1 Contractor shall provide all labor (mechanical, electrical, etc.), supervision, parts, materials, equipment, tools, freight, rigging, and transportation required to install the weight handling equipment system in accordance with the approved specifications. Utilities for power tools (90 psig compressed air and 115VAC electricity) are available on-site for use by the Contractor.
- 3.9.2 Contractor shall keep the work site clean of trash and debris. The Government will inspect the work area at its discretion.
- 3.9.3 Contractor shall supply all tools and equipment to provide services required in this Purchase Description. The contractor shall not, at any time, borrow or use any FRC-East tools or equipment. This includes forklifts, ladders, man lifts, motorized lifts, cranes, electric carts, etc.
- 3.9.4 Contractor shall request in writing, at least one (1) week in advance, of the need to have the Government shut down an existing weight handling equipment system to allow the contractor to perform the work. The request shall include a specific day for the system to be shut down and how

long the shutdown will last. Requests shall be submitted via e-mail to the contracting officer, the chief crane engineer and the production shop supervisor. Contractor shall not proceed with work without production supervisor concurrence.

- 3.9.5 When contractor supplied cranes are used to install or unload equipment, such usage shall comply with 29 CFR 1926.1501. Qualified and trained operators shall be used. All contractor cranes shall be inspected by the ROICC (Resident Officer in Charge of Construction) crane inspectors prior to making any lifts. Contact the ROICC ahead of time to avoid delays in making lifts. The ROICC crane inspection point of contact is **Danny Fornes at (252) 466-4754**. A certificate of compliance shall be provided to the ROICC for each contractor crane that is used. A critical lift plan shall be used for all lifts exceeding 75% of the crane's capacity. In the event of a crane accident, the CONTRACTOR shall secure the accident site and conduct an accident investigation to establish the root cause. The CONTRACTOR shall notify the contracting officer and Stan Sparks at (252) 464-7763 within four (4) hours of any crane accident.
- 3.9.6 The contractor shall comply with all federal, state and local laws governing safe work practices including all requirements specifically called for in this document.
- 3.9.7 The contractor shall disconnect from power at the end of each workday all portable electric and air-operated tool and devices (saws, sanders, compressors, extension cords, lights, etc.).
- 3.9.8 The contractor shall require their personnel to familiarize themselves with the location of the nearest fire alarm boxes and place in memory the emergency MCAS Cherry Point Fire Department number (911).
- 3.9.9 The contractor shall require their employees, while on-site, to wear the following PPE at all times:
 - 3.9.9.1 Safety glasses that meet the requirements of ANSI Z87.1.
 - 3.9.9.2 Steel toe shoes that meet the requirements of ANSI Z41.
 - 3.9.9.3 Hearing protection, to be provided by the GOVERNMENT.
 - 3.9.9.4 Hard hats that meet the requirements of ANSI Z89.1.

3.10 WORK SCHEDULE. All installation work associated with this contract shall be accomplished at FRC-East. Daily work hours shall be between 7:00 a.m. to 3:00 p.m. Monday through Friday. The Government must approve requests for deviation from these hours. The work space in and around the work area shall be left by the Contractor after each work period in a condition that does not interfere with normal facility operations.

4.0 SPECIFIC REQUIREMENTS.

4.1 LOCAL CONDITIONS.

- 4.1.1 The flooring is 6 inch thick, 3,000 psi Portland cement concrete floor, with 4 inches of compacted stone and a presumed soil bearing capacity of 2,000 psf, with an assumed subgrade reaction of 125 psi/in, crane support columns bearing on 10 inch by 10 inch baseplates, and a factor of safety of 1.5.
- 4.1.2 Building columns designated as E8, F8, E8.5, and F8.5 as seen in D-2203-0 comprised of the building column footer and a topping slab that encases the column base is almost 24 inches of concrete

4.2 MATERIAL.

4.2.1 **STRUCTURAL REQUIREMENTS.**

4.2.1.1 Structural steel materials must conform to the standards permitted in CMAA 74, MHI MH27.1, and AISC 360 as applicable.

4.2.1.2 **Structural Connections:**

4.2.1.2.1 High-strength bolted structural connections shall be designed and installed in accordance with RCSC A348. Bolts must be of ASTM F3125/F3125M Grade A325/A325M or Grade A490/A490M material. Galvanized bolts are not acceptable.

4.2.1.2.2 Welded connections for the crane shall be performed in accordance with AWS D14.1/D14.1M. Welded connections to the building must be performed in accordance with AWS D1.1/D1.1M.

4.2.1.3 **Monorail Track System:**

4.2.1.3.1 Contractor shall complete track suspension system that is required to hang the monorail track at its indicated location from the structural supports indicated on the drawings. Contractor shall provide monorail and support structure for underrunning monorail patented track beams conforming to MHI MH27.1.

4.2.1.3.2 The rated capacity of the supporting structure shall not be exceeded by the hoist or hoist/trolley rated load. For patented track beams, contractor shall perform splices as necessary in accordance with the manufacturer's recommendations and requirements.

4.2.1.3.3 Contractor shall align ends of lower T-section to minimize the horizontal gap on the running surface not greater than 1/16 inch and not greater than a vertical difference of 1/16 inch for the wheel running surface alignment for a smooth crossing by the wheels.

4.2.1.3.4 Splice assemblies must be from the same manufacturer as the patented track and located under structural support members.

4.2.1.3.5 Monorail support structure must be designed, fabricated, and installed such that monorail meet the alignment tolerances of CMAA 74, paragraphs 1.4.1.2 and 1.15 or MHI MH27.1, as applicable. Contractor shall provide means to allow for vertical adjustment of the track both before and after the system has been put in operation so that track can be erected and maintained level. Brace track to restrain against damaging lateral and longitudinal movements. Allowable stress in hanger rods is 20 percent of the minimum specified ultimate strength of the material used.

4.2.1.3.6 Contractor shall provide end stops. The contractor shall fit monorail track system with end stops at all open end locations. Locate stops to contact the trolley bumper and permit maximum trolley travel.

4.2.2 **MECHANICAL REQUIREMENTS.**

4.2.2.1 Cast iron and aluminum used to support components of the hoist power transmission train must be ductile.

4.2.2.2 Electric Chain Hoist. Contractor shall provide an electrical operated chain hoist conforming to ASME B30.16. Electric chain hoist shall conform to ASME HST-1, NEMA ICS 8, NEMA MG 2, and NEMA ESPG except as modified herein.

4.2.2.3 Hoisting Chain:

- 4.2.2.3.1 Contractor shall provide a welded link load chain.
- 4.2.2.3.2 Contractor shall provide a chain stop or dead end connection to prevent the load chain from running out of the hoist at its fully extended position.
- 4.2.2.3.3 Contractor shall provide chain hoists with 17' 6" feet lift or more with a load chain bucket.

4.2.2.4 Trolley:

- 4.2.2.4.1 Contractor shall provide an electric motor powered trolley drive designed to operate from the track beam section furnished under this contract.
- 4.2.2.4.2 Contractor shall configure trolley such that the trolley frame contacts the track end stops or bumper of an adjacent trolley and prevents the trolley from dropping more than one (1) inch in the event of an axle or wheel failure (drop lugs). The trolley shall be compatible with the patented track and all curves, switches, and transfer sections.
- 4.2.2.4.3 Trolley Wheels: Wheel material is to be steel or ductile cast iron. Hollow stamped steel and gray cast iron wheels are prohibited. Wheels that operate on patented track shall have a minimum tread hardness of 375 BHN.
- 4.2.2.4.4 Bumpers: The contractor shall fit the trolley frames with shock-absorbing bumpers. Ensure bumpers and end stops conform to ASME B30.17. Mount bumpers so that there is no direct shear on mounting bolts (if any) upon impact. Bumpers must provide 3 inches of clearance between the hoist and surrounding structure when compressed to preclude damaging equipment.
- 4.2.2.4.5 Trolley Brakes: Contractor shall provide trolley with either a non-coasting (i.e. worm) drive or with an end-mounted electro-mechanical brake that is spring applied, electrically released. The brakes must be equipped with a manual self-return to ON brake release and designed to permit inspection and adjustment without disassembly of the brake. The travel assembly shall have at least one quarter of all wheels driven for indoor cranes.
- 4.2.2.4.6 Hoist Brakes:
 - 4.2.2.4.6.1 Hoist Mechanical Load Brake: Contractor shall provide mechanical load brake that is capable of stopping and holding 125 percent of the hoist's rated load and does not require the load to be raised before being lowered.
 - 4.2.2.4.6.2 Hoist Secondary Brake: Contractor shall provide a spring set electro-mechanical brake that stops and holds 125 percent of the hoist's rated load. Equip spring set brake with a manual release mechanism that automatically resets when power is applied to the brake. If the hoist has more than one brake, each brake shall independently stop and hold 125 percent of rated capacity.
- 4.2.2.4.7 Load Block and Hook:
 - 4.2.2.4.7.1 The load block shall be constructed of steel and designed to prevent metal-to-metal contact of moving parts. The block shall be clearly marked with the

2,000 lb. capacity in pounds on both sides. Standard commercial blocks shall have published ratings and their published design factors are 5.0 or greater.

- 4.2.2.4.7.2 Contractor shall provide an unpainted single barbed forged steel hook which complies with ASME B30.10. Fit hook with a safety latch designed to preclude inadvertent displacement of slings from the hook saddle. The hook and hook nut must be removable without disassembly of the block. Contractor shall provide an easily removable and reusable means to positively secure the hook nut to the hook shank. The contractor shall not weld hook nut. Uniquely mark the hook in a permanent fashion that is traceable to the Non Destructive Test certification. The nut must be marked to match the hook. Hook must be free to rotate through 360 degrees when supporting the test load up to 125 percent of the rated capacity.

4.2.3 ELECTRICAL REQUIREMENTS.

- 4.2.3.1 The design, selection, rating, and installation of the electrical portions of the crane and its accessories must conform to the requirements of NEMA ICS 8, the applicable ASME HST standard, and NFPA 70, and other requirements specified herein.

- 4.2.3.2 The crane manufacturer shall furnish and install all electrical equipment on the crane conforming to NEMA ICS 6, including motors, conforming to NEMA MG 1, electrically released brakes, switches, crane controllers, panels, operating station, wiring system, cables, and crane electrification. Contractor shall provide overcurrent protection for the control circuit, including control circuit transformer; proper fuse or circuit breaker protection for branch circuit and ground fault protection; proper overload protection for each motor, motor controller, and branch circuit conductor in accordance with NFPA 70.

4.2.3.3 Motors:

- 4.2.3.3.1 Motors must meet all applicable requirements of NEMA MG 1 and UL 1004-1. All motors must have a minimum of a 60 minute duty rating and be Totally Enclosed Non Ventilated (TENV), Totally Enclosed Fan Cooled (TEFC), or Totally Enclosed Blower Cooled (TEBC). Contractor shall provide inverter duty motors if Variable Frequency Drives (VFD) are used. Contractor shall provide motors with a minimum of Class F insulation. Contractor shall provide motor overload protection utilizing a thermal sensitive device embedded in its windings.

- 4.2.3.3.2 Motors shall operate smoothly at all speeds without torque pulsations, and must only be energized within the frequency range of 50-60 Hz at rated speed.

4.2.3.4 Controls:

- 4.2.3.4.1 Contractor shall provide static reversing, variable frequency drives (VFD) for the trolley and hoist electric controls. VFD controllers must meet NEMA ICS 8, Part 8 and at a minimum, contractor shall provide under-voltage protection, electronic instantaneous over current protection, DC bus over voltage protection, and be able to withstand output line to line shorts without component failure. The hoist and trolley controllers must be sized to provide sufficient starting torque to initiate motion of that crane drive mechanism from standstill with 0 to 125 percent of rated load on the hook.

- 4.2.3.4.2 The contractor shall select trolley drive such that the continuous rating of the controller is not less than the motor full load current. Contractor shall select hoist drives such that the continuous rating of the controller is not less than 125 percent of

the motor full load current. All hoist drives must have a motor over-torque limit to lock out the hoist and prevent gross overload of the associated hoist.

- 4.2.3.4.3 Contractor shall provide dynamic braking for each electric drive that is sized per VFD manufacturer's requirements.
 - 4.2.3.4.4 Contractor shall provide speed control, which is infinitely variable for each function, controlled via radio control system. Contractor shall provide controls designed such that the maximum speed of each function will be limited to 25 percent of rated speed when a slow speed switch is actuated on the controllers.
 - 4.2.3.4.5 Energize a yellow/amber light/indicator while in slow speed mode. The hoist and trolley brakes shall set after the associated controller decelerates the drive motor to a controlled stop.
 - 4.2.3.4.6 The hoist controller must prove torque before release of the brakes and enable the drive motor to develop full torque continuously at zero speed. The hoist control system may utilize overspeed up to 120hz, unloaded only, if the drivetrain equipment has all been balanced and is rated for the resulting speed.
 - 4.2.3.4.7 Contractor shall provide two-speed controls for the trolley drive and hoist drive. Controllers must meet the requirements of NEMA ICS 8. Ensure that an energized drive motor initially rotates only in the direction selected by the operator by activating the corresponding direction; i.e., is not overhauled. For AC squirrel cage motor controllers, the requirements of NEMA ICS 2, Part 2, for general-purpose controllers, must be met. The use of definite purpose contactors is prohibited. If IEC contactors are used, the application cannot exceed the contactor manufacturer's AC3 ratings for the contactor at a minimum.
 - 4.2.3.4.8 Use of Uninterruptible Power Supplies (UPS) is prohibited. Feed control circuits from a single phase, air cooled, double wound transformer with a grounded metal screen between the primary and secondary windings of the transformer. Contractor shall provide a main line contactor. Energization of the main line contactor must be controlled by the POWER-OFF/POWER-ON switch/pushbutton on all controllers. Upon actuation of the POWER-OFF pushbutton; power to all drive motors, brakes, and controls must be removed. The mainline contactor must not be able to be energize while the POWER-OFF pushbutton is actuated. The POWER-OFF pushbutton circuitry must be independent of all controls or any other electronic devices.
 - 4.2.3.4.9 Protection: Protection must not be less than that required by NEMA ICS 8, CMAA 74, NFPA 70, UL 1004-1, 29 CFR 1910.147, 29 CFR 1910.306 and all applicable provisions of 29 CFR 1910. Contractor shall provide enclosed type circuit breaker readily accessible to the crane operator for crane disconnect. Contractor shall provide an On/Off button that removes power from the motors, brakes and control circuit on all radio controllers. Contractor shall provide for lockout/tagout of all hazardous energy sources.
 - 4.2.3.4.10 Resistors: Contractor shall provide resistors with natural convection cooling sized as recommended by the VFD OEM and fabricated of corrosion resistant metal; the use of "wire wound" type resistors are prohibited for segments of 8 ohms or less. The contractor shall mount resistors in substantial, ventilated enclosures constructed entirely of non-combustible materials. Contractor shall provide resistors with terminals fitted in the coolest position in the enclosure.
- 4.2.3.5 **Transients and Harmonics Protection:**

- 4.2.3.5.1 Contractor shall provide contactors and relays with appropriate Metal Oxide Varistors (MOV) or Resistor-Capacitor (R-C) surge absorbers installed across the respective coil. Contractor shall provide transient protection for electronic drive controllers that is either internal to the drive or via an MOV connected line-to-ground close to the line terminals of the drive.
- 4.2.3.5.2 Contractor shall provide line reactors rated for continuous duty operation based upon the motor nameplate amperes. With motors of 50 horsepower or greater, harmonics protection must be provided by an isolations transformer or as recommended by the VFD OEM. For a drive motor branch circuit that exceeds 150 feet in length, a reactor shall also be connected in series with the controller load (output) terminals to provide standing wave protection or as otherwise recommended by the VFD or motor OEM.
- 4.2.3.6 Limit Switches:**
- 4.2.3.6.1 Contractor shall provide primary upper and lower geared limit switches. Geared limits must allow reversing direction to back out of the limit without resetting.
- 4.2.3.6.2 Contractor shall provide a backup mechanical hook block activated upper limit switch wired independent of the directional controllers and the primary upper limit switch that removes power from the hoist motor, hoist brake and hoist controls conforming to NEMA ICS 5.
- 4.2.3.6.3 The backup limit must require hoist resetting prior to operation of the hoist in any direction. For chain hoists, chain stops and an overload clutch that meets the requirements of ASME B30.16 are acceptable as upper and lower limit switches.
- 4.2.3.6.4 Limit switches must be mounted rigidly in a manner so as to protect the switch from misalignment or damage. The target/trip arm must be large enough to contractor shall interception given a misalignment were to occur.
- 4.2.3.7 Operator Controls:**
- 4.2.3.7.1 Radio Control System .Contractor shall provide a crane equipped with both a pendant pushbutton station and a radio control system. Contractor shall provide a selector switch to allow the use of only one of the two available control stations on the pendant controller.
- 4.2.3.7.1.1 Contractor shall provide each system with a handheld type portable transmitter unit and an identical back-up transmitter unit. Contractor shall provide each transmitter with an adjustable belt or harness to support it when worn by the operator. Only one transmitter at a time can control the crane and there must be no interference from one crane's controller affecting operation of the other cranes in the building.
- 4.2.3.7.1.1.1 Each transmitter shall include: individual push button controls for each hoist and trolley; a maintained contact, keyed switch, marked ON-OFF, for portable transmitter unit power; indication of Battery Power, and indication of Transmitting Status; a red emergency STOP mushroom pushbutton; a floodlight on/off pushbutton and a maintained slow speed selector switch. The transmitters and all controls must each be clearly and permanently labeled with functionality and direction. Directions for controllers must be in accordance with CMAA 74 recommendations. The remote radio control system must be designed to meet the requirements of NEMA ICS 8, Part 9

and ECMA 15. Transmitter signals contractor shall be digitally pulse encoded with error detection.

4.2.3.7.1.1.2 For unlicensed radio control systems, a Form DD 1494 contractor shall be submitted to the activity's frequency coordinator for information. Each radio remote control lever must be in the OFF position before the associated crane function can begin. The system frequency must be within the unlicensed FCC Part 15 range. Each control unit must maintain a continuous status signal to the associated receiver during operation. There must be no significant loss in systems efficiency and function at the end of eight hours of continuous battery use.

4.2.3.7.1.2 The crane shall be controlled from a pendant pushbutton station suspended from the trolley. Contractor shall provide multiconductor flexible cords for pendant pushbutton stations with #16 AWG minimum conductors. Provide a method of strain relief to protect the electrical conductors from damage. Locate the pendant pushbutton station four (4) feet above the finished floor. Pushbutton pendant station shall have its elements marked and arranged vertically, in order, in accordance with CMAA 74. Provide 2-step infinitely variable pendant pushbuttons for control of the hoist and trolley. Provide pendant pushbuttons for control that spring return to the OFF position. Voltage in the pendant pushbutton station shall not exceed 150 Volts AC or 300 Volts DC. Provide a maintained two-position selector switch for slow speed selection.

4.2.3.8 **Runway Conductor System:** Contractor shall provide a rigid runway Conductor Bar System for the runway conductor system, including all necessary cables and hardware to the crane from a wall or column mounted disconnect switch.

4.2.3.8.1 Contractor shall provide electrification system with three power conductors and an equipment grounding conductor. The crane must be grounded through the runway electrification system.

4.2.3.8.2 Contractor shall provide runway conductors sized for simultaneous motions of the hoist, trolley mechanisms, and any ancillary loads.

4.2.3.8.3 Contractor shall provide two Collector Shoes (tandem design) for each conductor; each collector shoe must be rated for not less than the runway conductor sizing, so as to provide redundancy.

4.2.3.9 **Overload Protection:**

4.2.3.9.1 Contractor shall provide capacity overload protection for all hoist systems separate from torque limiting feature of the VFD.

4.2.3.9.2 The contractor shall set hoist capacity overload protection at 2,000 lbs. Hoist capacity overload protection must be adjustable between 80 and 150 percent of hoist capacity. Contractor shall provide a keyed override or other means to disable the hoist capacity overload protection when performing a load test.

4.2.3.9.3 Initially, set the torque limiting capability of the VFD (that is separate from the capacity overload protective device) to 150 percent of the motor torque (amperage) necessary to hoist 100 percent load. It may be adjusted up only to avoid nuisance trips and adjusted down if possible while still avoiding nuisance trips.

- 4.2.3.10 **Enclosures:** Contractor shall provide enclosures for control panels, controls, and brakes in accordance with NEMA 250 and NEMA ICS 6, Classification Type 12 indoor without knockouts, general purpose.
- 4.2.3.11 **Warning Devices:** Contractor shall provide a warning horn that is operable from a push button at the radio control station.
- 4.2.3.12 **Indicator Lights:**
- 4.2.3.12.1 Contractor shall provide Indicator Lights mounted in an enclosure on the bottom of the trolley with lights sized and positioned to be visible from the ground. The lights must be the dual-lamp type.
- 4.2.3.12.2 Contractor shall provide a white light to indicate that power is available to the crane and a blue light to indicate that the main contractor is energized. Light voltage must be 115 VAC.
- 4.2.3.12.3 Contractor shall provide nameplates that are legible from ground level. The nameplates must read, in their respective order, "POWER AVAILABLE" and "CRANE ENERGIZED". The POWER AVAILABLE light must be supplied by a separate, fused transformer for its energization.
- 4.2.3.13 **Identification:**
- 4.2.3.13.1 Contractor shall furnish and install identification plates. Contractor shall provide non-corrosive metal identification plates with clearly legible permanent lettering giving the manufacturer's name, model number, serial number, capacity in pound units printed in different colors, and other essential information or identification.
- 4.2.3.13.2 **Markings on Crane, Trolley, and Hook:** The contractor shall, to avoid operation of the crane in the wrong direction, affix the appropriate directions (NORTH, SOUTH, EAST, and WEST) with arrows on both sides of the trolley, as applicable. Markings must be visible by the operator and from the loading point. Labels on the controls must have corresponding directional (NORTH, SOUTH, EAST, and WEST) markings. Markings must agree with the markings on controller. Do not indicate directional arrows on controller.

5.0 QUALITY ASSURANCE.

5.1 GENERAL. The crane systems shall be inspected and load tested by FRC-East Plant Engineering Branch personnel, before acceptance by the GOVERNMENT. The CONTRACTOR shall request in writing, at least one (1) week in advance, of the need to have the Hoist Inspector and Load Test Director on-site to perform the acceptance test. The hoist inspection point of contact is Stan Sparks at (252) 464-7763. Newly installed crane systems will be locked out from use until the acceptance test is completed.

5.2 PERFORMANCE & ENDURANCE INSPECTION.

- 5.2.1 **No Load Test.** The GOVERNMENT inspector will travel the crane through its full travel range for three complete cycles.
- 5.2.2 **Load Test.** The GOVERNMENT inspector will test the installation using a test load of 125% of the crane rated load.

6.0 DELIVERABLES.

6.1 EQUIPMENT MANUALS. The contractor shall provide one (1) complete set (in electronic format) of electrical schematics and manuals for powered drive tractor/manual trolley contractor shall provide to the FRC-East Chief Crane Engineer, Kenneth A. Wetherington, kenneth.a.wetherington.civ@us.navy.mil no later than 15 days after contract award. These manuals shall contain all required technical data including operating instructions, parts lists, mechanical diagrams, mechanical drawings, structural drawings, structural calculations and maintenance instructions.

6.2 Contractor shall submit manufacturer's standard published tables that verify the monorail track is sized in compliance with all specification requirements. When standard published tables are not available, contractor shall provide calculations for the strength design and deflection of the beams.

6.3 Contractor shall provide VFD Control Parameter Settings.

6.4 DRAWINGS.

6.4.1 Monorail Crane System: Contractor shall provide drawings showing the general arrangement of all components in plan, elevation, and end views. Show all major features of the crane including: assemblies of hoist and trolley drives, hook envelope, and the general arrangement of the track beam system with switches and curves, details of all structural connections, clearances and principal dimensions. Include weights and centers of gravity of major components.

6.4.2 Contractor shall provide shop drawings of all fabricated components. Shop drawing quality must be equivalent to the contract drawings accompanying this solicitation. Drawings must be reviewed, signed, and sealed by a licensed professional engineer.

6.4.3 Contractor shall provide integral schedule of crane components on each drawing. The schedule shall provide a cross reference between manufacturer data and shop drawings. Components listed on the schedule of crane components must include total quantity, description, original manufacturer, and part number. Distributing agents will not be acceptable in lieu of the original manufacturer.

6.4.4 Complete Schematic Wiring Diagram. Contractor shall provide electrical schematic drawings with motor nameplate data, VFD drive nameplate data and overcurrent protective device ratings.

6.4.5 Design Data: Load and Sizing Calculations Contractor shall provide a complete list of equipment and materials, including manufacturer's descriptive data and technical literature, performance charts and curves, catalog cuts, and installation instructions. Contractor shall provide a list of all codes and standards, design assumptions, equations, specified efficiencies, limits, factors of safety, component ratings, and sources of values used. Include free body diagrams or sketches of each load case.

6.5 CERTIFICATES. All certifications shall be dated and contractor shall bear the original signature (above the printed name) of the authorized representative of the Contractor or the manufacturer of the items or equipment being certified. Each certification contractor shall clearly identify the crane, the drives, components, and location (as applicable) to which it applies:

6.5.1 Contractor shall provide a Load Chain Certification clearly indicating load chain breaking strength for each hoist, and clearly identified for traceability.

6.5.2 Contractor shall provide factory certification of load chain rated capacity.

6.5.3 Contractor shall provide a Monorail Track System Survey certifying monorails have been aligned in accordance with CMAA 74, or MHI MH27.1 as applicable.

6.5.4 Contractor shall provide a Loss of Power Test Certificate stating that a test may be performed in which power is removed from the crane while the hoist and trolley are in operation.

- 6.5.5 Contractor shall provide a Certificate of the Brake Adjustment Record.
- 6.5.6 Contractor shall provide a brake adjustment record and installation/maintenance manuals for each brake on the crane. Each brake measurement must have a tolerance traceable to the associated brake manual or documentation by the brake manufacturer, location of measurements, and the actual brake setting. Changes made to settings of the brake, at any time, will void the record.
- 6.5.7 Contractor shall provide a certificate stating that the hoist, hook, and trolley system design and fabrication is in compliance with all listed standards.

6.6 LOCKOUT/TAGOUT PROCEDURE. The contractor shall submit lockout/tagout procedures in accordance with 29CFR1910.147. These procedures contractor shall contain detailed, step-by-step, instructions for lockout and tagout of the system installed.

UNAUTHORIZED WORK PERFORMANCE

The Contractor Shall not perform work that deviates from contract requirements and the purchase description. If the Contractor deviates from the contract requirements and purchase description without prior approval of the CONTRACT ADMINISTRATOR/CONTRACING OFFICER, such deviations shall be at the risk of the Contractor and any cost related thereto shall be borne by the Contractor.

ADDENDUM TO FAR 52.212-4

Unilateral administrative changes (e.g. change in the paying office, line of accounting, cost code or the appropriation data, changing points of contact or telephone numbers, and correct typographical errors) are authorized under this section, so long as the written purchase order change does not affect the substantive rights of the parties and is consistent with customary commercial practices.

CONTRACT ADMINISTRATION

1.0 CONTRACT ADMINISTRATION FOR THE GOVERNMENT

a) The following representative of the Contracting Office shall be contacted for contract administration purposes:

Name: Jamie L. Johnston
Phone: (252) 466-2022
Email: jamie.l.johnston@usmc.mil

2.0 COMMUNICATIONS

- a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicate with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and is signed by the Contracting Officer or is pursuant to specific authority otherwise included as a part of this contract.
- c) A Contracting Officer for the Marine Corps Installations East (MCI East) Contracting Office, is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding, provisions contained

elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any changes at the direction of any person other than a designated Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made.

d) The contact information for the Contracting Officer is:

Name: Larry Davis

Phone: (252) 466-7765

Email: larry.davis1@usmc.mil

ADDENDUM TO FAR 52.212-1

1) SUBMISSION OF QUOTES

- a) The vendor is responsible for ensuring that quotes are received in the MCI East Cherry Point Satellite Contracting Office no later than **12:00 PM (EST) on 11 August 2023** as indicated on page one (1) of this solicitation.
- b) Quotes shall be submitted electronically via email at **jamie.l.johnston@usmc.mil**.
- c) **RFQ # M6700123Q1186** must be clearly shown in the subject line.

2) INSTRUCTIONS FOR THE PREPARATION OF QUOTES. The vendor shall submit the following as part of their quote:

- a) Information that demonstrates the vendor's ability to perform the supply/services in accordance with the requirement of the Purchase Description within the required delivery date.
- b) Quoted firm-fixed price for each line item shown – for completion of all supply/services in accordance with the requirements of the Purchase Description.
- c) Vendor must include price and total amount of each line item. The vendor shall quote FOB Destination pricing.
- d) Completed SF1449 to include:
 - i) Signed/completed page 1 (Blocks 17 & 30)

Completed Representations and Certifications: The following representations and certifications must be completed and returned as part of the vendor's quote.

FAR 52.212-3 (Note that vendor is only required to complete paragraph (b) if they have not completed annual representations and certifications via the System for Award Management (SAM.gov) Website.)

3) PAST PERFORMANCE

- a) Vendor may submit at least (3) relevant past performance references. Relevant past performance is defined as performance of contracts similar in technical complexity to this requirement. The following information should to included for each contract listed:
 - i) Agency or company name
 - ii) Contract Number (if applicable)
 - iii) Point of Contact name and phone number

- iv) Brief description of each contract and relevance to this requirement
 - v) Total contract value
 - vi) Period of Performance
- b) If the vendor has no relevant past performance history the vendor must affirmatively state that it possesses no relevant past performance history.

4) SITE VISIT INFORMATION

1. Interested contractors are invited to inspect the site of the existing equipment, which is located at the Fleet Readiness Center (FRC) East, Marine Corps Air Station (MCAS), Cherry Point, NC.

(a) **The Site Visit is scheduled to be conducted on 3 August 2023 at 10:00 AM EST.** Contractors are to assemble in the main lobby of Building 4425 at least 15 minutes prior to the start of the site-visit, where a Government representative will be available to escort participants to the appropriate location(s).

(b) Contractors planning to attend the site visit must submit requests for access to both the MCAS Cherry Point and FRC East as follows:

(i) Access to MCAS Cherry Point and FRC East: For security purposes, contractors wishing to visit the FRC East facility are required to provide a letter requesting access. The letter should be on official company/activity letterhead and must be signed by an official of the requesting organization (other than the visitor). FRC East visit requests must include the following information:

- Name of Visitor (Last, First, MI)
- Date and Place of Birth
- Proof of Citizenship (requests from non-U.S. citizens must be accompanied by legible copies (front and back) of work card showing expiration date.
- FRC East point of contact and telephone number (Ken Wetherington (252) 464-7817)
- Date and duration of visit (12 July 2023, One (1) day)
- Company telephone and FAX numbers and contract number and dates
- RFQ number M6700123Q1166.

(c) Visit requests must be addressed to:

Commanding Officer
Attn: Visitor Control (Code 6.5.2)
Fleet Readiness Center East
PSC Box 8021
Cherry Point, NC 28533-0021

(d) Visit request must be submitted via e-mail to kenneth.a.wetherington.civ@us.navy.mil and to jamie.l.johnston@usmc.mil at least two (2) working days prior to the visit.

(e) Although a security clearance is not required for the site visit, all contractor representatives must be U.S. citizens and will be required to furnish a valid driver's license or other generally acceptable form of picture identification for issuance of a visitor's badge allowing for entrance into the facility. Substitution of personnel is not allowed. Technology/Electronic (Flash Media) devices, Photography (including cellular telephones with camera capability), and/or the use of recording devices within the facility are strictly prohibited.

(f) Additional information regarding access to the Air Station and FRC East is available by phone at 252.464.7397 or by accessing the FRC East web-site at <https://www.navair.navy.mil/frce/visinfo.html>. Failure to submit the proper visit request information may result in denial of access to the facility. Additional site visits will not be scheduled as a result of such failure.

2. The MCAS Cherry Point main gate is located off NC State Highway 101, Havelock, NC. Visitors without proper vehicle identification are required to check-in at the visitor's center adjacent to the main gate. Once through the Main Gate, proceed to Building 4425. Directions from the main gate to Building 4225 are available upon request at the visitor's center. Participants should allow at least one hour for check-in at the main gate and travel to the FRC East location. Participants will depart from the main lobby of Building 4225 promptly at **8:45 AM EST**. Participants arriving late will NOT be included in the Site Visit.
3. Participants will be required to wear personal protective equipment (PPE) consisting of hearing protection, eye protection, and safety shoes. PPE will not be provided by the facility. Contractor representatives without the appropriate PPE will not be allowed access to the facility and additional site visits will not be scheduled as a result of such failure.
4. The purpose of the site visit is to allow contractors the opportunity to inspect the site of the existing equipment in order to be better able to relate to the specification requirements. The site visit, in conjunction with the work requirements identified in the final specification, should provide contractors a detailed understanding of the requirement.
5. The site visit is not intended to be a pre-proposal conference and therefore will NOT be an open forum for questions. Contractors must submit questions concerning, or request clarification of, any aspect of the performance work statement electronically via e-mail to jamie.l.johnston@usmc.mil no later than **1:00 PM EST on the 3rd calendar day following the date of the site visit**. Comments and questions must reference Request for Quotation **M6700123Q1186**.
6. Failure of a contractor to submit questions regarding this requirement or to attend the Site Visit will be construed to mean that the contractor fully understands all requirements of the final specification and Request for Quotation. In no event will failure of a contractor to submit questions or inspect the site constitute grounds for a claim after contract award.

CONTRACTOR BASE ACCESS

1.0 Contractor Access to Marine Corps Installation and the Fleet Readiness Center East

1.1 Performance of this requirement requires access to Marine Corp Air Station (MCAS) Cherry Point and the Fleet Readiness Center (FRC) East. Contractor personnel shall follow all procedures for access to the Air Station in accordance with Air Station Order (ASO) 5560.6A, available at:

<http://www.cherrypoint.marines.mil/Portals/86/Docs/Cherrypointorders/5560.6A.pdf?ver=2016-03-29-110019-410>

and FRC East Instruction 5000.1B, Enclosure 1, available at:

<http://www.navair.navy.mil/frce/sites/g/files/jejdrs421/files/2018-11/5000.1B%20JUNE%202017%20enc1.pdf>

Both the ASO and FRC East Instruction can be requested upon award if the vendor has any issues accessing the provided links. Separate access requests are required for Base Access and FRC East access. Please note, due to the Real ID Act, some state driver's licenses will not be accepted without a second form of identification, like a passport.

1.2 Marine Corps Installations transition to new access control system

Marine Corps Installations across the region are transitioning to a new government-owned access control system called Defense Biometric Identification System (DBIDS). This new and enhanced system will replace RAPIDGate and MCESS for contractors and other non-DoD-affiliated personnel requiring installation access. DBIDS is already installed at more than 320 sites with over 5 million registered personnel and unlike previous systems, this one is a free service.

Current RAPIDGate or MCESS credentials can easily be switched out for a DBIDS credential and new contractors can apply for a DBIDS credential using the same vetting requirements as previously required. RAPIDGate/MCESS credentials will be honored until December 31, 2018. After this date, all contractors will be required to have a DBIDS credential in order to access MCAS Cherry Point. In order to reduce wait time when exchanging your RAPIDGate/MCESS credential, it is highly recommended each applicant pre-register at <https://dbids-global.dmdc.mil/enroll#!/>.

Here's what you need to know:

Current DOD ID Card Holders

. If you currently hold a valid Common Access Card (CAC), dependent ID card, reserve ID card, or retiree ID card, issued by the Defense Enrollment Eligibility Reporting System (DEERS), no further action is required.

. You will be automatically enrolled in DBIDS when your ID card is initially scanned at the gate. Expect a one-time delay of 3-6 seconds as the DBIDS system initially registers your information.

Current Contractors

. DBIDS credentials will be issued beginning September 24, 2018

. DBIDS credentials will be valid for the duration of your contract, not to exceed five years; however, re-vetting of individuals' information will occur each year.

. Contractors can exchange their current RAPIDGate/MCESS credential for a DBIDS credential without re-vetting, however they will be required to bring the following items:

- Current RAPIDGate/MCESS credential
- Second form of government-issued identification (driver license, passport, etc.)
- Company Contract/Letter of Authorization

New DBIDS credentials will be valid for the remainder of the contract (not to exceed 5 years), but individuals will be re-vetted each year.

All contractors (MCAS Cherry Point) will be able to exchange their current RAPIDGate/MCESS credential at the MCAS Cherry Point Contractor Vetting Office, Building 251 (Pass and ID).

Note: Flight line access will still be granted at Physical Security using the procedures already in place.

New Contractors

DBIDS credentials will be issued beginning September 24, 2018

New contractors requiring access for over 60 days will receive a credential valid for up to one year.

New contractors requiring access for less than 60 days will receive a temporary paper pass.

Reminder: Beginning October 1, 2018, all personnel in possession of a RAPIDGate/MCESS credential will also be required to provide a second valid U.S. government form of identification. Beginning September 24, 2018, DBIDS credentials will be issued or exchanged in place of a RAPIDGate/MCESS credential. The last day RAPIDGate/MCESS credentials will be authorized for entry onto the installation is December 31, 2018.

More information on DBIDS can be accessed by current CAC holders at <https://dbids.dmdc.mil#!/resources>.

If you have questions regarding the exchange of a current RAPIDGate/MCESS credential for DBIDS or you are a new contractor seeking enrollment into DBIDS, please contact the Contractor Vetting Office at (252) 466-4685/5921/3066/3461.

1.3 The point of contact for this requirement is: Kari Wilson (252) 464-9163. Note: There is no visit request form. A visit request may be in the form of an email or fax submitted on company letterhead and must contain the following information:

(a) Last name, first name, middle name, place of birth, last four digits of social security number, and citizenship.

(b) Name of the FRC point of contact and their phone number.

(c) Purpose of visit, if classified/unclassified visit, dates of visit (one year maximum), company name, POC and phone number.

(d) Include a statement affirming that the FRC EAST Information Brochure was read and understood by all visitors/contractors listed on the visit request. If a visitor/contractor has not read the FRC EAST Information Brochure prior to their arrival, a copy may be obtained by their sponsor on the CP-Web under Security (Physical Security) "FRC EAST ACCESS CONTROL – FRCEASTINST 5000.1B CH-1 Encl: (1)" or at Building 137, Security Guard Post 1.

1.4 Additional information regarding access to the Air Station is available by phone at (252) 466-5921. Additional information regarding access to the FRC East is available by phone at (252) 464-7397 or by accessing the FRC East web-site at <http://www.navair.navy.mil/frce/visinfo.html>. Failure to submit the proper visit request information may result in denial of access to the facility.

1.5 The MCAS Cherry Point main gate is located off NC State Highway 101, Havelock, NC. Visitors without proper vehicle identification are required to check-in at the visitor's center adjacent to the main gate.

2.0 Identification of Contractor Personnel

Contractor personnel shall identify themselves as contractor personnel by introducing themselves or when being introduced. Contractor personnel shall display distinguishing badges or other visible identification for meeting with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

3.0 Work Performed on Marine Corp Installations

3.1 The work described herein for the Monorail Crane System shall be performed at Fleet Readiness Center East aboard MCAS Cherry Point, NC. The work shall be performed during the FRC East's normal working hours, excluding federal holidays, Monday through Friday 7:00 am to 3:30 pm unless otherwise requested by the contractor and approved in advance by the Government.

3.2 During the course of contract performance the contractor, as a resident of the installation and facility, shall adhere to all rules and regulations in effect at Marine Corps Air Station Cherry Point and the FRC East. Contractors are required to comply with all Federal and North Carolina State Environmental, Security, and Safety Compliance requirements along with other command policies as stated in the FRC East Information Brochure. Failure to adhere to these requirements may result in suspension or debarment of the individual employees and/or the contractor.

3.3 The contractor shall report any accidents or injuries occurring on site to the FRC East Safety Office via telephone:

Safety Office – (252) 464-7015

Fire Department – 911

Fire Department Dispatch – (252) 466-3616

Plant Engineering – (252) 464-7640

Quality Department – (252) 464-9397

ISO 14001 Management Rep – (252) 464-9814 or (252) 464-8412

Security – (252) 464-7999

Hazardous Material Program Manager – (252) 464-8051

Environmental Office – (252) 464-8042

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	9 mths. ADC	2	N65923 RECEIVING OFFICER FLEET READINESS CENTER EAST DLA BEACHY RD. BUILDING 148, BAY C CHERRY POINT NC 28533-5040 (252)464-5534 FOB: Destination	N65923
0002	9 mths. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65923

SALES TAX EXEMPTION

The Contractor is hereby advised that the United States Government and Agencies thereof are exempt from State and Local Government tax by virtue of Article 6 of the United States Constitution. No exemption certificate is required.

CLAUSES INCORPORATED BY REFERENCE

52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements--Representation	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	MAR 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	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
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.204-7024	Notice on the Use of the Supplier Performance Risk System	MAR 2023
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
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
252.225-7048	Export-Controlled Items	JUN 2013

252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.227-7015	Technical Data--Commercial Products and Commercial Services	MAR 2023
252.227-7037	Validation of Restrictive Markings on Technical Data	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
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

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) Representations.

(1) The Offeror represents that it [___] does, [___] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (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:

The award will be made using simplified acquisition procedures and the best value process using price and non-price factors. For this reason, the final award decision may be made to other than lowest priced or highest technically rated quote. To determine the best value a comparative assessment of the quoter's price and other non-price factors (technical ability, past performance, and other evaluation factors identified elsewhere in this solicitation) will be conducted.

(b) 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)

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

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

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

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

(1) Means a small business concern--

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

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

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

"Small business concern"--

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

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

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

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

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

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

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

(1) Small business concern. The offeror represents as part of its offer that--

(i) It [] is, [] is not a small business concern; or

(ii) It [] is, [] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture:]

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

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that--

(i) It [] is, [] is not a service-disabled veteran-owned small business concern; or

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

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

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]

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

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

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

(i) It [___] is, [___] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

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

___ Black American.

___ Hispanic American.

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

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

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

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

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

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

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

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

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
---	---	---
---	---	---
---	---	---

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.

—

[List as necessary]

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

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

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

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

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

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

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
—	—	—
—	—	—

—	—	—
---	---	---

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No.
—
—
—

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.
—
—
—

[List as necessary]

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

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

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

Line Item No.	Country of origin
—	—

—	—
—	—

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) Listed end products.

Listed end product	Listed countries of origin
—	—
—	—
—	—

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

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

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

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

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

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(___) TIN: -----.

(___) TIN has been applied for.

(___) TIN is not required because:

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

(___) Offeror is an agency or instrumentality of a foreign government;

(___) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

(___) Government entity (Federal, State, or local);

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other -----.

(5) Common parent.

(___) Offeror is not owned or controlled by a common parent;

(___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

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

Highest level owner CAGE code: _____

Highest level owner legal name: _____

(Do not use a “doing business as” name)

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ____ .

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

(s) [Reserved].

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made

available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

52.212-5 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.)

XXX (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).

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

XXX (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.

XXX (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).

XXX (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).

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

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

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

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

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

XXX (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.

XXX (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.

XXX (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).

XXX (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.

XXX (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).

XXX (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).

XXX (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) _____ (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)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)

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

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 12 calendar months or equivalent to the contractors current warrant coverage in the commercial market place, whichever is greater.

- (i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and
- (ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.
- (2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.
- (3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.
- (4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.
- (c) Remedies available to the Government.
- (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within **45 Calendar Days after discovery of the defect.**
- (2) Within a reasonable time after the notice, the Contracting Officer may either--
- (i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or
- (ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.
- (3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--
- (A) May, for sampling purposes, group any supplies delivered under this contract;
- (B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
- (C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
- (D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.
- (ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:
- (A) Require an equitable adjustment in the contract price for any group of supplies.
- (B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor--

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of **10 calender days after receipt of notice from the Contracting Officer specifying such failure.**

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor **30 Calender days after discovery of defect.** This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperfomed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

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

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

www.acquisition.gov

(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):

www.acquisition.gov

(End of clause)

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

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

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

(c) Representation. The Offeror represents that it [] does, [] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

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

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

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

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

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

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

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

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

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

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

(End of provision)

EQUIPMENT OR SERVICES (JAN 2023)

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

Covered defense telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;
- (2) Telecommunications services provided by such entities or using such equipment; or
- (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

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

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

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

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

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

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

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

.....
-------	-------

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

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

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

(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

(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.

N/A

(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.

(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	N68732
Issue By DoDAAC	M67001
Admin DoDAAC**	M67001
Inspect By DoDAAC	N/A
Ship To Code	N65923
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N65923
Accept at Other DoDAAC	N/A
LPO DoDAAC	N65923
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

(g) WAWF point of contact.

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

WAWF Acceptor

freq_acq_team.fct@navy.mil 252-464-5535
 heather.r.unruh.civ@navy.mil

WAWF LPO Certification

CHPZ_ACCT_LPO@navy.mil 252-464-5534

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

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)