

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W25G1Q130700DF		PAGE 1 OF 33	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W911N222R0019	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARY SHIFFLETT				b. TELEPHONE NUMBER (No Collect Calls) 717-267-5375	
8. OFFER DUE DATE/LOCAL TIME 02:30 PM 22 Jul 2022							
9. ISSUED BY LETTERKENNY ARMY DEPOT LETTERKENNY CONTRACTING OFFICE - ACC-RSA-LEAD 1 OVERCASH AVENUE, ATTN: CCAM-MLK, BLDG 2S CHAMBERSBURG PA 17201-4150 TEL: FAX: 717-2679834		CODE W911N2		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> EDWOSB <input type="checkbox"/> VETERAN-OWNED <input type="checkbox"/> 8(A) NAICS: 333517 SIZE STANDARD: 500			
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	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO OFFICE OF STRATEGIC MANAGEMENT BLDG 370 ASRS DOOR 18 AMLD-PLX LETTERKENNY ARMY DEPOT CHAMBERSBURG PA 17201-4150 TEL: FAX:		CODE W25G1Q		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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)				PAGE 2 OF 33	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

SOLICITATION NOTES

1. System for Award Management (SAM): In accordance with FAR 4.1102 Policy, Offerors shall be registered in the SAM database in order to be eligible for contract award. No award will be made to an Offeror not registered. Registration can be accomplished at <https://sam.gov/content/entity-registration>. Registration in this database shall remain active. There has been a recent SAM requirement for submission of notarized letters for all new vendor registrants, and for renewals of existing registrations. Please check your SAM registration and if the registration is due for renewal in the next few months, it is important to start that process immediately. For additional information on notarized letters, visit https://www.fsd.gov/gsafsd_sp?id=kb_article_view&sysparm_article=KB0016652&sys_kb_id=8cfe46491b1cb8909ac5ddb6bc4bcbbb&spa=1.

2. Annual Representations and Certifications: In accordance with FAR 4.1201 Policy, Offerors shall complete electronic annual representations and certifications within SAM as part of required registration. Registration in this database shall remain active and can be accessed at <https://sam.gov/content/entity-registration>.

3. Questions: Questions regarding this solicitation shall be submitted to the Contracting Officer, in writing, at least **10** calendar days prior to the closing date. Questions submitted after this time will be answered at the discretion of the Contracting Officer. The Contracting Officer for this action is Randy Allison, randy.s.allison.civ@army.mil. The Contract Specialist for this action is Mary Shifflett, mary.e.shifflett2.civ@army.mil.

4. Award without Discussions: The Government intends to award without discussions, offerors should submit their best prices in their initial offer. If FAR Provision 52.212-2 Evaluation-Commercial Products and Commercial Services, is included, Offerors must submit all information requested therein in order for the Government to determine technical acceptability.

5. Amendments: The Offeror shall submit to the Contracting Officer signed copies of all amendments issued to this solicitation. Failure to comply may cause your proposal to be rejected.

6. Payment: Payment for this action will be made by Electronic Funds Transfer (EFT) through the Defense Finance and Accounting Services (DFAS) utilizing Wide Area Work Flow (WAWF). See DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions for more information.

7. Period for Acceptance of Offers: The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.

8. Type of Contract: The type of contract resulting from this solicitation is specified in FAR Provision 52.216-1, Type of Contract for a Firm Fixed Price Contract.

9. Proposals: Proposals shall be signed by an authorized individual in accordance with FAR 4.102 Contractor's signature. Failure to comply may cause your proposal to be rejected. Offerors should mark each page of their proposal as "Proprietary Information", if they want it treated as Proprietary Information under the Procurement Integrity Act.

10. FOB Destination: Unless otherwise stated in the solicitation, Offerors shall provide FOB Destination prices.

11. Site Visit: Site visit attendance is urged but is not mandatory; however, failure to attend a site visit shall not be a reason for price increases to the contract after contract award. Submit the names of all attendees to Contract Specialist Mary Shifflett at mary.e.shifflett2.civ@army.mil. Submit this information no later than **Tuesday, July 12, 2022 at 2:30PM**. Offerors who do not submit this information will not be given access to the site. Details on the site visit will be provided to those who submit attendee information. *****NOTE: FOR THIS SITE VISIT, PLEASE WEAR STEEL TOED SHOES, HEARING PROTECTIONS AND SAFETY GLASSES.***

12. Insurance (Fixed Price): Pursuant to the requirements of FAR clause 52.228-5 Insurance-Work on a Government Installation, the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

a. Workmen's Compensation and occupational disease coverage as required by law except that, if this contract is to be performed in a state which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workmen's Compensation Insurance shall extend to cover employers' liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

b. Comprehensive General Liability Insurance in the minimum limit of \$500,000 per occurrence for bodily injury liability.

c. Comprehensive Automotive Liability Insurance with minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury, and a minimum limit of \$200,000 per occurrence for property damage.

13. AMC-Level Protest Program: Prior to submitting an agency protest, it is preferable that you first attempt to resolve your concerns with the responsible contracting officer. However, you may also file a protest to the Headquarters (HQ), Army Materiel Command (AMC). The HQ AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accountability Office (GAO), or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 35 calendar days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103 Protests to the agency. If you want to file a protest under the HQ AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below.

Headquarters U.S. Army Materiel Command
Office of Command Counsel-Deputy Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840 or email usarmy.redstone.usamc.mbx.protests@mail.mil

The AMC-level protest procedures are found at:
<https://www.amc.army.mil/Connect/Legal-Resources/>

If internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

PURCHASE DESCRIPTION

LETTERKENNY ARMY DEPOT PURCHASE DESCRIPTION CNC ENGINE BLOCK MACHINING CENTER GENERATOR ENGINE REMANUFACTURING

1.0 General Information:

1.1 Scope: Request the purchase of one (1) Computer Numerically Controlled (CNC) Engine Block Machining Center. The test system will machine with the ability to perform multiple machining operations such as many milling operations, line boring, cylinder boring, counter-boring, thrust facing, drilling, tapping, auxiliary component machining, and probing. This specification establishes the minimum requirements for the purchase of contractor installed (CNC) Engine Block Machining Center at Letterkenny Army Depot (LEAD). The contractor shall provide all professional architectural, engineering and construction services

for the preparation of all necessary drawings, specifications, calculations, cost estimates and related design, permits, fabrication, construction, installation and testing services for the completion of this project. The (CNC) Engine Block Machining Center shall be installed turnkey in accordance with Original Equipment Manufacturer specification and standards. Specifications are based upon commercially available products and shall meet or exceed the minimum requirements specified in section 4.0 Specifications.

- 1.2 Place and Performance of Installation: All work shall be performed in building 350 Annex between the hours of 6:00 AM and 3:30 PM, Monday thru Thursday, exclusive of Federal Holidays and special depot closures (typically the Monday before or Thursday after Federal Holidays that fall on a Saturday, Sunday, Tuesday or Thursday). Other hours, weekend, and holiday work will be considered separately as requested by the contractor with adequate advanced notice and approved by the Contracting Officer.
- 1.3 Security Requirements: Contractor and all associated sub-contractor's employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Risk Management or Security Office. Contractor workforce shall comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes. The contractor and all associated subcontractor employees shall also comply with adjudication standards and processes using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.
 - 1.3.1 Security, Safety and Fire Protection: All work shall comply with LEAD Regulation 385-1 and Pamphlet 385-4. The equipment and the installation shall also meet all the safety criteria set forth in OSHA 1926.501 and ANSI/ASSE Z359.
 - 1.3.2 Media Devices: All pictures shall be taken by LEAD representative and approved before release.
 - 1.3.3 AT Level I Awareness Training: All contractor employees, to included subcontractor employees, requiring access to Army Installations, facilities, and controlled access areas shall complete AT Level 1 awareness training within 30 calendar days after contract start date and within 30 calendar days of new employees commencing performance. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 15 calendar days after completion of training. AT level 1 awareness training is available on the Letterkenny Army Depot homepage – www.lead.army.mil.
 - 1.3.4 Physical Security: The contractor shall safeguard all Government property provided for contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.
 - 1.3.5 iWATCH Training: The contractor and all associated sub-contractors with an area of performance within an Army-controlled installation, facilities or area shall brief all employees on the local iWATCH program. This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR or contracting officer. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance. The contractor shall report completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 15 calendar days after completion of training. iWATCH training is available on the Letterkenny Army Depot homepage – www.lead.army.mil.
 - 1.3.6 OPSEC Training: Per AR 530-1, Operations Security, new contractor employees and associated sub-contractor employees shall complete Level I OPSEC training within 30 calendar days of their reporting for

duty and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 15 calendar days after completion of training. Level 1 OPSEC training is available on the Letterkenny Army Depot homepage – www.lead.army.mil.

2.0 Government Responsibilities:

2.1 Government Furnished Property and Materials: The Government will provide the facilities, equipment, materials and/or services listed below:

2.1.1 Facilities: The Government will provide clear access to all working areas necessary for the contractor to perform the installation outlined, during the specified hours listed in section 1.2.

2.1.2 Equipment: none

2.1.3 Materials: Stock material for testing.

2.1.4 Services: none

2.2 Site Preparation: Letterkenny Army Depot will provide a clear area for installation of the (CNC) Engine Block Machining Center.

2.3 Utilities: LEAD will provide adequate utilities for the installation and operation of the machines within 25' of the equipment disconnect. LEAD will also provide temporary utilities for the operation of equipment required for the installation of the industrial equipment.

2.4 Delivery And Storage: The Government will not be responsible for loading, unloading, or providing any extended storage, prior to installation, of materials or equipment as part of this contract.

3.0 Contractor Responsibilities: The contractor shall be responsible to inform all of his workers, direct or contracted, and ensure they follow the information within this specification. The contractor shall also have a representative onsite to manage the project and be the point of contact (POC) to communicate and coordinate with Letterkenny's POC.

3.1 Post Processor: The machine will be used as a stand-alone machine. A post processor is not required.

3.2 Project Schedule: A project schedule shall be submitted by the contractor, within 30 days after receipt of the purchase order, to include a timeline for material delivery, installation, testing and training.

3.3 Utility Requirements: The contractor shall provide certified utility requirements within 15 days after receipt of the purchase order. They shall include type, number of connections, and requirements.

3.4 Field Verification: It shall be the responsibility of the contractor to verify, in the field, all measurements, locations of structures and utilities, and any other physical conditions which would affect the progress, or quantity of work. Any errors by the contractor, due to omission of field verification, shall not be the basis for any increase in contract price. Where existing utilities or other obstructions interfere with the progress of the contract, the contractor shall provide all materials and labor to relocate all obstructions as required and approved by the Contracting Officer.

3.5 Foundation: The (CNC) Engine Block Machining Center must operate properly and accurately on a concrete slab floor having thickness of at least 6 inches. If the 6-inch slab isn't sufficient for proper operation, the contractor is responsible to design and install an adequate foundation.

3.6 Utility Installation: Utilities are to be run overhead. The contractor shall provide all materials, equipment, tools, and labor necessary for the installation of all utilities.

- 3.7 Dust Control: The contractor shall control the amount of dust generated during the installation of the system foundation and components, and shall prevent the spread of dust to occupied portions of the building. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding or pollution.
- 3.8 Protection of Existing Structures and Equipment: The contractor shall take all necessary precautions to insure against damage to existing structures and equipment to remain in place.
- 3.9 Installation of New Equipment: The contractor shall be responsible for supplying all material, parts, equipment, tools, and labor required to install the equipment provided under this contract. This shall include off-loading equipment, moving it to the installation site, positioning and installing floor mountings. The contractor shall make all connections to existing utilities necessary for proper operation. Removed components shall not be taken from the Depot property. Removed components shall be placed in a location designated by the TPOC.
- 3.10 Wiring: All electrical work and materials shall be in compliance with the National Electrical Code and National Electrical Manufacturers Association. All electrical installations shall be inspected and accepted by a certified electrician. All work shall be subject to inspection by LEAD electricians.
- 3.11 Pipe: Schedule 40 (minimum) black steel pipe, valves, and all materials necessary, shall be supplied and installed to provide the equipment with required adequate air and water supplies.
- 3.12 Permits: The contractor shall be responsible for determining and obtaining all necessary permits, fees, licensing, insurance, and bonding to perform and complete this installation.
- 4.0 Requirements:
- 4.1 Machine Options: The (CNC) Engine Block Machining Center shall have the necessary minimum operations: mill the oil pan deck, head deck, cylinder boring, and drill and tap holes necessary for the remanufacturing process of a large number of different sized from 1 to 6 cylinders with the following capacity requirements (All dimensions are in inches):
- Engine block length range of 9 – 52”,
Engine block width range of 17” – 31”,
Engine block height range of 12” – 36”,
Cylinder bores diameter range from 3” – 5”
- 4.1.1 Machining Operations: The (CNC) Engine Block Machining Center shall be able to perform the following operations based on built in programming in the controller:
- Block and head mill resurfacing
Boring and sleeving
Cylinder boring
Line boring
Lifter boring
Thrust cutting
Circular interpolation
Counterboring
Drill and tapping
- 4.1.2 Documentation: Two sets (each) of paper and one (each) CD of operator instruction manuals, maintenance service manuals, and parts listing manuals shall be provided for the furnished systems. These manuals shall be written in the English language.

- 4.1.3 Preservation, Packaging and Delivery: The contractor shall utilize standard commercial methods for preservation and packaging appropriate for each unit and acceptable to commercial carriers. As a minimum, all areas susceptible to damage from exposure to the elements shall be preserved and/or packed to prevent damage. The contractor shall be responsible for ensuring the equipment is delivered to LEAD in good condition.
- 4.1.4 Warranty: The contractor shall furnish with the equipment a standard commercial warranty or full one year warranty (parts, labor, and shipping, at minimum), whichever is greater. The contractor shall provide commercial warranties for any subcontracted components that will be underwritten. The contractor shall supply all corresponding warranty contact names and phone numbers before the end of the project. The warranty shall be effective beginning immediately after final acceptance of the equipment and not before that time.
- 4.1.5 Inspection and Acceptance: The equipment shall be examined for design, construction, materials, components, and workmanship to determine compliance with the contract and this specification. Any deviation from these requirements shall be cause for rejection.
- 4.2 Machine Control System:
- 4.2.1 Control Features: The (CNC) Engine Block Machining Center shall have a FANUC type or Windows based control, or equivalent. All machine functions shall be controlled and monitored through the operator's control panel/interface; shall be capable of being set through machine code input into the control, Human Manual Interface (HMI). Machines that are network capable must have an Ethernet connection and part programs can be downloaded via the network. The Control shall include at least a 15 inch color monitor screen and full control of the machine through the monitor including emergency shutdown buttons.
- 4.2.2 Control Software Compatibility: If the (CNC) Engine Block Machining Center is network capable, the control software must be Win10 compliant and shall be compatible with Mastercam 2017 and current version software.
- 4.3 Machine Features: The machine shall include, but not limited to, work light, coolant system, and color Human Manual Input (HMI) display.
- 4.4 General Requirements:
- 4.4.1 Painting: All surfaces to be painted shall be cleaned of all foreign matter. The equipment shall be painted IAW standard commercial practice that shall not be less than one coat of primer and one coat of finish color.
- 4.4.2 Lubrication: Means shall be provided to ensure adequate lubrication to all moving parts. All oil holes, grease fittings and filler caps shall be easily accessible.
- 4.4.3 Power Requirements: All power requirements shall be 480V 3ph. If any requirement is not, the contractor shall supply all required transformers.
- 4.4.4 Automatic Lubrication: The system shall include a centralized lubrication system to automatically provide lubricant to critical components.
- 4.4.5 Energy Efficiency: All equipment that directly consumes energy in normal operation shall be designed and constructed for the highest degree of energy efficiency as governed by the latest developments available within industry.
- 4.5 Environmental Requirements:
- 4.5.1 Equipment Hazards: All hazards inside the machinery shall be guarded against unauthorized access. Clearly visible signs and symbols shall warn personnel in the area, and interlocks, safety mats and redundant deactivation systems shall guard against accidental access to the tooling and moving parts. Guards shall be easily removable to facilitate inspection, maintenance, or repair.

- 4.5.2 Compliance With Environmental Laws And Regulations: Contractor shall comply with all applicable federal, state, and local environmental laws, statutes, regulations, executive orders, permits, Army regulations (with supplements), as well as Major Subordinate Command (MSC) and installation regulations and policies. Contractor shall immediately report any conflicts between applicable federal, state, local environmental laws, statutes, executive orders, and provisions of Army Regulation 200-1, and any specifications within this contract to the Contracting Officer Representative (COR), as well as to the Chief, Environmental Management Division (EMD).
- 4.5.3 Compliance With License And Certification Requirements: Compliance with License and Certification Requirements and local permits and approvals: Contractor shall obtain all licenses and certifications required by Federal, State, and Local environmental laws and regulations necessary and ensure such licenses and certifications remain current throughout the duration of the contracted work to adhere to the specifications of this contract. The Contractor shall submit all plans, notifications, reports, submittal documents, and fees required by Federal, State, and Local environmental laws and regulations to the appropriate Federal, State, and Local authority or agency as necessary to adhere to the specifications of this contract. All required licenses and certifications required by Federal, State, and Local environmental laws or regulations shall be considered a contract deliverable upon award. It is the responsibility of the Contractor to identify and obtain all of the installations' required permits and approvals prior to commencement of any of the work specified under this contract and to meet all stipulated conditions and requirements at all times while performing any work. Contractor shall abide by all local and installation requirements and provide a site specific environmental plan as part of the deliverables. Appropriate and detailed notification shall be provided by the Contractor to the Chief of the EMD prior to excavating or conducting any kind of hot work anywhere on the installation where the work is to be performed.
- 4.5.4 Inspections Of Work Sites: Contractor shall submit to potential Federal, State, Army and installation work site environmental regulatory inspections and/or investigations into noncompliance, and fully cooperate with such inspections/investigations by providing the appropriate records and documentation. Environmental regulatory agencies are authorized by law to inspect any work site for environmental compliance with regulatory requirements. The inspection will only require the work site Environmental Compliance Designee, or supervisor/manager to answer questions and/or escort the inspector to specific work site areas with the potential to affect environmental quality. If an inspection is conducted, it will not stop or disrupt ongoing contract activities, except, if the Contractor is requested by the regulatory inspector, the Contractor shall correct any regulatory problems during the inspection to the extent possible. Any regulatory inspections and their outcomes shall be communicated to the COR and to the Chief of the EMD or their appointed backups. Typical environmental work site inspections are conducted in less than 30 minutes with an approximate frequency of one inspection every two months. More frequent inspections may be required at the installation level and some may also require a close-out inspection prior to the Contractor vacating the work site. Inspections will focus on hazardous material management, solid and hazardous waste accumulation and disposal, Pollution Prevention (P2), air quality, and waste water management, to include storm water requirements. Contractor shall obtain the Environmental Compliance Checklist from the EMD at the start of the contract performance period.
- 4.5.5 Generation Of Solid Waste: Contractor shall remove from the installation and dispose of all solid waste that is generated through their contracted work, and which cannot be recycled, to an approved and permitted off-post disposal facility.
- 4.5.5.1 Submit in writing the quantities of waste removed and quantities recycled to the Chief of the EMD or designee on a monthly basis and at the expiration of the contract. The submittal shall include the date of disposal/recycling, the disposal/recycling facility, the types of material disposed/recycled and each of the quantities of materials disposed of and recycled by weight.
- 4.5.5.2 The Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by the contract. This includes collection, separation, and processing products or other materials recovered from solid waste streams for use in the form of raw materials.

- 4.5.5.3 The Contractor shall make maximum effort to reduce and prevent waste and comply with Executive Order 13693 and the installation's waste management requirements. Upon completion of the contracted work, the Contractor shall conduct final clean-up of the work site, containerize any debris, and haul it away for appropriate disposal at no additional cost to the government. The COR or an EMD Representative shall be contacted for approval of the final clean-up work.
- 4.5.6 Generation Of Hazardous Waste: Contractor shall abide by the guidelines stipulated in LEAD EMSP 21-17, Waste Management and shall assign all hazardous waste management responsibilities to the appointed ECD. Contractor shall contact the Chief of the EMD to obtain technical assistance from the installation's Hazardous Waste Program Manager who will assist the ECD with achieving and maintaining compliance with hazardous waste storage and disposal requirements. The EMD will provide hazardous waste drums for the Contractor to containerize hazardous waste generated through the contracted work. Where liquid hazardous waste is to be stored, the Contractor shall provide appropriate secondary containment and ensure containers are properly bonded and grounded where the chemical waste requires it. In addition, the Contractor shall be responsible for maintaining an appropriate spill response and control kit at all times. All spills are reportable and shall be coordinated with the COR and the Chief of the EMD. Contractor shall accumulate hazardous waste prior to disposal shipment in a satellite accumulation point at or near the point of generation, or in a less-than-90-day site, in accordance with Federal, State, Army, and installation regulations or policies. The Government is responsible for removal of all hazardous waste. Contractor shall contact the Hazardous Waste Program Manager for assistance. The Contractor shall provide a 24-hour notification to the Hazardous Waste Program Manager or designee that hazardous waste containers are ready for pick up and turn in by the EMD. The EMD will remove and dispose of manifested hazardous waste generated by contract activities from the installation to an approved, off-post, permitted hazardous waste disposal facility. The Contractor shall coordinate appropriately with the COR and the Hazardous Waste Program Manager the management of all hazardous waste to include profiling and final disposal. The Contractor shall perform a daily walk-through to ensure all hazardous material and all hazardous waste is properly secured and segregated by compatibility. Contractor shall reference section 5 of this checklist to ensure compliance with Federal, State and local laws and regulations.
- 4.5.7 Use Of Hazardous Materials: Contractor shall contact the Chief of the EMD to obtain technical assistance from the installation's Safety Division Chief who will assist the Contractor with achieving and maintaining compliance with hazardous materials management guidelines, to include requesting and obtaining an Hazardous Materials Approval Group (HMAG), labeling, storage, secondary containment, issue, use, and disposal requirements. Contractor shall submit to the COR or Chief of the EMD a hazardous material inventory for any materials to be used in the performance of the contracted work. The hazardous material inventory will be submitted 30 days prior to commencement of work for contracts that exceed 180 consecutive days and 15 days prior to commencement of work for contracts requiring under 180 days of consecutive work. The inventory list shall contain the hazardous material type and maximum quantities of materials anticipated to be used and stored on-site. The hazardous material shall be properly identified and labeled to include any applicable identification number, such as National Stock Number or Special Item Number and include any applicable hazardous materials management guidelines found on EEJ-010, Hazardous Materials Management; LEADR 385-1, Chapter 10 and all applicable hazardous communication (hazcom) requirements or as required. Contractor shall ensure all hazardous materials are properly secured and segregated by compatibility and kept under his or her control at all times. No expired hazardous materials shall be used or stored at the installation. Where applicable, and prior to bringing or removing hazardous materials on, at, or from the facilities where the contracted work is to be performed, the Contractor shall submit copies, preferably in electronic form, of Global Harmonization System (GHS) compliant Safety Data Sheets (SDSs) for all hazardous materials used and stored on-site during performance of the contract. Contractor shall not supply or deliver any hazardous materials or chemicals to an AMC installation that are listed on EPA toxic chemical list without prior written approval from Chief of the EMD. During the performance of the contracted work, the Contractor shall ensure that hazardous material containers remain under the control of the user at all times and that containers are properly closed when the material is not in use. The Contractor shall not bring into a government installation any non-approved hazardous materials for use in the performance of their work. Where liquid materials are to be stored, the

Contractor shall provide appropriate secondary containment. Upon completion of the contracted work, the Contractor shall conduct final clean-up of the work site, containerize any hazardous material/waste debris, and coordinate with the EMD for pick up and turn in for disposal. Any unused hazardous material and any non-ozone depleting substances or refrigerants brought in by the Contractor shall be recovered and removed from the installation by the Contractor prior to vacating the work site.

- 4.5.8 **Prevention Of Spills:** The Contractor shall follow LEAD's Integrated Contingency Plan (ICP) which includes the Spill Prevention, Control, and Counter Measure Plan (SPCCP) Plan and reference the LEAD SPCCP and ICP if transporting, processing, storing, or in any way managing hazardous waste, hazardous material, petroleum-oils-lubricants, or other restricted items. The Contractor shall ensure secondary containment is in place any time liquid materials are stored on-site and shall provide his or her own spill response supplies and have them readily available at each work site. In case of a spill, the person in control of the spill site, or their designated representative, shall take appropriate action to protect workers and bystanders; contain the spill (if it can be done safely); secure the spill site; restrict ignition sources; and immediately contact the installation Fire and Emergency Services (Fire Department) by dialing 911, the COR and the Chief of the EMD. Contractors storing 1,320 gallons or more of any oil-based product in an aboveground storage tank at a construction site shall follow LEAD's ICP. The Contractor shall immediately respond to actual emergencies and accidents, prevent or mitigate associated adverse environmental impacts, and contact the installation's Fire and Emergencies Services.
- 4.5.9 **Corrective Action For Noncompliance:** Contractor shall take immediate corrective action when given a verbal or written notice of environmental noncompliance or nonconformance by the COR or the Chief of the EMD. Failure or refusal by the Contractor to comply promptly may be grounds for the Contracting Officer to invoke the appropriate contractual remedies. This may cause all or part of the work to be stopped immediately until satisfactory corrective action has been taken by the Contractor.

4.5.10 **Safety Requirements:**

Safety Guarding: The (CNC) Engine Block Machining Center design must meet OSHA standards for safety and guarding of the machine. This is addressed in OSHA subpart O, paragraphs 1910.211-1910.219. The machine must meet applicable requirements.

4.6 **Installation Requirements:**

- 4.6.1 **Design and Installation:** The contractor shall provide all parts, labor, and services for the design, fabrication and installation of the engine system and accessory equipment. The contractor shall provide competent English speaking personnel to place the system in operation and to conduct the acceptance tests and training of depot personnel. The contractor, through his service personnel, shall be fully responsible for the rigging, offloading, installation, activation, and testing of the system and the service personnel shall remain until system activation and testing has successfully been completed. Under no circumstances should the contractor plan on gratuitous Depot assistance for diagnosis, troubleshooting, or repair of the system during installation, activation, and testing.
- 4.6.2 **Badges:** Identification badges will be issued for admittance of personnel before performing work or service on this contract. The identification badge is the property of the US Government and must be returned upon termination or demand. The contractor/vendor agrees that he will ensure all badges issued to employees are returned to the Badge and Identification Section, Security Division, Letterkenny Army Depot promptly on termination of need or on expiration, which occurs first. The badge room is located in Bldg 2, phone # 717-267-5301. Hours of operation are 7:30 AM to 3:30 PM, Monday thru Friday, exclusive of Federal Holidays.
- 4.6.3 **Fire Extinguishers:** The LEAD R 385-1 designates the type and number of fire extinguishers required to perform the contracted work. The LEAD Fire Department will not provide any extinguisher support. The contractor can gain the above information through a pre-construction conference, visiting the fire department, or phone 717-267-8108.

4.6.4 Use of Portable Gas or Arc Equipment: The contractor shall obtain a permit, from the LEAD Fire Department, to use portable gas or arc equipment for cutting, welding or open flame operations. The Fire Department will require one day advance notice to permit necessary inspection before actually starting work, and notification when work is finished to allow for re-inspection. The Fire Department can be notified by calling ext. 8108. The contractor shall take necessary precautions to prevent fires IAW NFPA Standard No. 51B and LEAD R 420-13.

5.0 Applicable Documents:

OSHA Safety and Health Standards
29 CFR 1910 Occupational Safety and Health Standards
(copies may be obtained at <http://www.osha.gov>)

Letterkenny Army Depot (LEAD) Publications:

LEAD Regulation 385-1: LEAD Safety and Occupational Health Program

LEAD Pamphlet 385-1 – Safety Requirements for Security, Safety, and Fire Prevention for Contractors
Performing Work on LEAD

(Copies may be obtained at LEAD Directorate of Contracting, Bldg 2)

National Fire Protection Association

NFPA Standard 70 – National Electric Code

NFPA Standard 79 – Electrical Standard for Industrial Machinery

(copies may be obtained from <http://www.nfpa.org/>)

6.0 Quality Assurance:

6.1 Quality Conformance Inspection: The (CNC) Engine Block Machining Center and all accessory components shall be subject to a quality conformance inspection, performed by a designated Depot representative, to determine compliance with this specification.

6.2 Tests:

6.2.1 Accuracy: If an accuracy test was performed by the OEM before the machine was shipped, the contractor shall repeat the accuracy test at LEAD after complete installation. The results of the test performed at LEAD shall be compared to those from the test at the factory. If no accuracy test was performed at the factory, the contractor shall be responsible for developing test procedures to demonstrate the accuracy and operation of the machine to be in compliance with the requirements of this specification. All test procedures shall be submitted to and approved by Depot Technical Point of Contact (TPOC) prior to the start of testing. To support the testing procedures, LEAD will provide a supply of material for use during the performance tests and training. A appropriate engine block will be used for testing. Other readily available materials may be used if a block isn't. The contractor shall prove out all problems.

6.2.2 Post Processing Verification: N/A

6.3 Technical Instruction: The contractor shall be responsible for providing technical instruction of four (4) Depot personnel in the operation of the equipment and software and four (4) Depot personnel in the maintenance of the equipment supplied under this contract. All instructions, oral and written, shall be in the English language. The project LEAD TPOC will coordinate with individuals to be trained upon successful completion of all installation and test specifications.

7.0 Information Technology (IT) Industrial System Requirements:

7.1 Operating System (OS) Specifications:

7.1.1 If applicable, the system's OS must be Microsoft Windows 10, Windows Server 2012R2, or Red Hat Linux v6.X. Any OS supplied with the system must contain all service packs, updated patches, and hot fixes. All patching and fixes will be current as of a predefined date agreed upon by the vendor and the government.

- 7.1.2 Defense Information System Agency (DISA) Security Technical Implementation Guides (STIGS) are configuration standards for the Department of Defense and contain technical guidance to lock down information systems and software applications that might otherwise be vulnerable to malicious attacks. The contractor shall be responsible for ensuring all appropriate STIGs are implemented and their software runs acceptably while secure.
- 7.1.3 The Army Golden Master (AGM) is a collection of security settings for Microsoft Operating systems which must be applied to all Army computer systems. LEAD will supply the AGM to the contractor who shall ensure their software functions as intended, when installed on top of the AGM.
- 7.2 Programmable Logic Controllers (PLC): If a PLC is to be installed within the system, it shall be manufactured by a government approved source and shall provide an Ethernet adapter to allow for connection to the Industrial Network if required. If an Ethernet connection is used to interconnect the PLC to peripheral equipment, an additional Ethernet port shall be provided.
- 7.3 System Software Specifications:
- 7.3.1 Software Installations: If installing application code at LEAD, the contractor shall install the code within a standard container (E.g., Program Files) and located in a volume separate from the standard System Files. Interactive applications are required to run as services and daemons and any time WEB services are used, file types (E.g., XML and HTML) must be separated.
- 7.3.2 Software Licensing: When installed, the software licensing for computers, control units and other IT systems will be surrendered to the Information Technology Configuration Manager and will become the property of the Government upon acceptance of the system.
- 7.3.3 If software has been customized for LEAD's use or is any software other than Commercial Off The Shelf (COTS); the contractor shall provide copies of all source code, firmware and software used in the system, as well as one set of backup and configuration software for PLC's, control and communication computers, and data acquisition. All programs shall be tested and fully operational before acceptance. All acceptance testing will adhere to common User Acceptance Testing (UAT) standards as defined by the government.
- 7.3.4 If any special programming software or programming software interface devices such as hardware "keys", dongles or "PIC" modules, are required to access software, these programs and devices shall be provided to LEAD along with the necessary registration information. If custom application software was written and provided, a copy of the required compiler and compiler license shall also be provided. At acceptance, all items shall become property of the government. Software and hardware purchased for this project shall be registered to Commander, Letterkenny Army Depot, Chambersburg, PA 17201.
- 7.4 System Environment Specifications:
- 7.4.1 All supplied software must be capable of operating in a multi-user environment and data which contains permissions information shall be hidden from view and inaccessible to those with less than administrator level access. Shared accounts shall not be used, and users shall only be authorized the minimum security rights to operate the application software. Users will not have access to system or software configuration items (e.g., Control Panel, software and hardware installation). Under no circumstances will the intended end user log in using the Administrator or Root account for routine operation of the equipment. The use of these accounts will be restricted to only administrative activities which will be carried out by LEAD Information Technology personnel. All software products shall employ a minimum of three permission based levels of access.
- 7.4.1.1 Administrator - Full control at root level, restricted to LEAD IT personnel and when required, the Contractor.

7.4.1.2 Maintenance - Mid-level control required to perform maintenance and alter control parameters as needed.

7.4.1.3 Operator - Minimum control necessary to perform the routine operation of software. The Operator shall not be able to alter the programming of software, make changes to executable files, or modify control parameters.

7.4.2 Application Interoperability: If an application will interfere with the operation of the industrial system, E.g., (McAfee Anti-Virus), the Contractor shall provide a written statement to the LEAD IT Directorate explaining the technical restrictions placed upon them.

7.4.3 Auditing: If applicable, the contractor shall enable audit files and data logs for access by LEAD Cybersecurity personnel to audit access and actions on the equipment.

7.4.4 User Acceptance Testing (UAT): LEAD Cyber Security Personnel will have the ability to conduct validation testing with approved security tools prior to equipment being introduced to the shop floor. This testing will also satisfy any UAT requirements. A UAT Plan will be furnished prior to testing and all equipment documentation will be made available for review during the test. If discrepancies are discovered the contractor shall remediate identified issues prior to government acceptance.

7.5 Documentation Requirements:

7.5.1 A complete set of instruction manuals containing all of the information necessary to operate, maintain, and reinstall all software and hardware contained within the system shall be provided by the Contractor. These manuals shall include step-by-step instructions which facilitate the rebuilding of the system in the event of a fatal system crash.

7.5.2 If networked, the Contractor shall provide the system's network design drawings to the Information Technology Directorate. These drawings should include complete directional data flow diagrams that include all ports and protocols in use.

7.5.3 The Contractor shall provide to Industrial Automation at least two electronic copies of all control unit programs. These copies should include description files of the ladder logic and any cabling required to connect to the control systems. No control units will be password protected and no other form of lockout measure shall be implemented by anyone other than LEAD IT employees. The Contractor shall also provide electrical wiring diagrams for all installed control systems to this LEAD Industrial Automation group.

7.5.4 Certificate of Networkiness: Certificate of Networkiness (CoN) certification ensures Automated Information Systems (AIS) utilizing the Army Network are developed in compliance with the Clinger Cohen Act and are secure, supportable, sustainable, and compatible with the Army Enterprise Infrastructure (AEI) (as defined in AR 25-1). All new AIS capabilities and all capability modifications and upgrades must be assessed to validate their Networkiness (network security, network impact, compatibility with the infrastructure, infrastructure requirements, spectrum support, security policy compliance, Joint Technical Architecture –Army (JTA-A) standards compliance, communications and information manpower, training, logistics support, schedule, and funding). If software is installed within the system, the Contractor shall work with LEAD Directorate of Information Management (DOIM) personnel to check for CoN availability and when not available, ensure a CoN is requested and all documentation is submitted.

7.6 Proposal Deviations:

7.6.1 Proposals or specifications that deviate from those described herein shall be coordinated for specific approval or rejection by the LEAD Information Technology representatives prior to shipment, installation, or acceptance of the equipment.

- 8.0 Final Acceptance: Once all conditions of this contract are met, final acceptance will be after 100 hours of continuous operation without a breakdown or failure, or 14 days, whichever comes first. If the machine has a failure or breakdown and it is determined that is the fault of the machine hardware or software, the operating time and 14 days timeframe start over each time this happens. After the 100 hour operating time or 14 days have been met, final payment of this contract will be made.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CNC Engine Block Machining Center FFP Computer Numerically Controlled (CNC) Engine Block Machining Center to include all professional architectural, engineering, and construction services. To be installed turnkey in accordance with Original Equipment Manufacturer (OEM) specifications and standards. In accordance with the Purchase Description. 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 NSN: V60IL:8U850 MILSTRIP: W25G1Q130700DF PURCHASE REQUEST NUMBER: W25G1Q130700DF PSC CD: 3408	1	Each		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	24-AUG-2022	1	OFFICE OF STRATEGIC MANAGEMENT BLDG 370 ASRS DOOR 18 AMLD-PLX LETTERKENNY ARMY DEPOT CHAMBERSBURG PA 17201-4150 FOB: Destination	W25G1Q

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (JUN 2020) -- Alternate I	NOV 2021
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
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
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Products and Commercial Services (NOV 2021) Alternate I	OCT 2014
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9 Alt II	Small Business Subcontracting Plan (NOV 2021) Alternate II	NOV 2016
52.219-14	Limitations On Subcontracting	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2022
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-50	Combating Trafficking in Persons	NOV 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-18	Place of Manufacture	AUG 2018
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-30	Installment Payments for Commercial Products and Commercial Services	NOV 2021
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	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	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.225-7001	Buy American And Balance Of Payments Program-- Basic	MAR 2022
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7012	Preference For Certain Domestic Commodities	MAR 2022
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-26 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)

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

PROVIDE A PROJECT SCHEDULE WITHIN 30 DAYS AFTER CONTRACT AWARD

CONTRACT COMPLETION 120 DAYS AFTER CONTRACT AWARD

PROVIDE CERTIFIED UTILITY REQUIREMENTS WITHIN 15 DAYS AFTER CONTRACT AWARD

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Within Days

After Date

Item No. Quantity of Contract

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

ADDENDUM TO FAR 52.212-1, INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS:

Paragraph (c) is changed to read: Period for acceptance of offers. The Offeror agree to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(End of Addendum)

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 submitting the lowest priced, technically acceptable offer.

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

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

(End of Provision)

ADDENDUM TO FAR 52.212-2, BASIS OF AWARD:

A. General Information:

1. The basis of award will be the Lowest Priced, Technically Acceptable offer. Offerors must receive a rating of Technically Acceptable in all factors/subfactors in order for their overall proposal to be determined Technically Acceptable.

2. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, and technical requirements.

3. The Government intends to make award without discussions, unless the Contracting Officer determines that discussions are necessary. Offerors should provide their most favorable prices in their initial offers.

B. Non-Price Evaluation Factors: Technical Equivalency: The offeror shall provide all information possible for the Government POC to evaluate possible equivalents. Information includes, but is not limited to: brochures, videos, drawings, and testimonials. The offeror shall meet technical requirements in the following paragraphs: 1.1 and 1.2, all sub paragraphs of 3.0, 4.0, and 6.0. Offeror shall identify where in their proposal these paragraphs are addressed.

C. Price Evaluation Factor: Offerors shall complete the Schedule B with pricing for each Contract Line Item Number (CLIN).

D. Proposals will be evaluated initially independently of the price to determine the Offerors' ability to meet the Government's requirement set forth in the solicitation. The Government may make a final rating determination based on the proposal as submitted without requesting any further information. For all proposals determined to be Technically Acceptable, the offer providing the lowest price will receive the contract award.

1. Offerors' technical proposals will receive an overall rating based on the following:

(a) Technically Acceptable: Offeror meets all requirements or technical specifications or has submitted all documentation requested in any technical evaluation criteria and all documentation meets the standard set forth in the solicitation.

(b) Technically Unacceptable: Offeror fails to meet all requirements or technical specifications or has failed to comply in submitting requested documentation in any technical evaluation criteria or the submitted documentation fails to meet the standard set forth in the solicitation.

(End of Addendum)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-O0021) (JAN 2022)

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

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

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

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

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

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

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

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

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

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

(xvi) 52.222-54, Employment Eligibility Verification (NOV 2021) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (NOV 2021)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial product and commercial service exception. For a commercial product and commercial service exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price

for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS (NOV 2021)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth in Federal Acquisition Regulation (FAR) 15.403-4(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in paragraphs (a)(1)(i) and (ii) of this clause. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial products or commercial services.

(A) If--

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial product or commercial service; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial product or commercial service, to a contract or subcontract for the acquisition of other than a commercial product or commercial service.

(B) For a commercial product and commercial service exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Randy Allison, 1 Overcash Avenue, CCAM-MLK, Building 2S, Chambersburg, PA 17201-4150

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2022)

(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/cc/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 reparables and DoD serially managed nonreparables 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 items 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 items.

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

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

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

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0303
Issue By DoDAAC	W911N2
Admin DoDAAC**	W911N2

Inspect By DoDAAC	W25G1Q
Ship To Code	W25G1Q
Ship From Code	TBD
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

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

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

(g) WAWF point of contact.

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

TBD

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

(End of clause)