

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 66	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912NW22Q0067	
6. SOLICITATION ISSUE DATE 03-Aug-2022		7. FOR SOLICITATION INFORMATION CALL:		a. NAME KEVIN M. PALMER		b. TELEPHONE NUMBER (No Collect Calls) (361) 961-9071	
8. OFFER DUE DATE/LOCAL TIME 03:30 PM 17 Aug 2022		9. ISSUED BY ARMY CONTRACTING COMMAND - REDSTONE CONTRACTING OFFICE CORPUS CHRISTI ARMY DEPOT 9035 OCEAN DR. BLDG 10, MAIL STOP 18 CORPUS CHRISTI TX 78419-5260  TEL: FAX:		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 VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 334519 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 checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		16. ADMINISTERED BY		17a. CONTRACTOR/OFFEROR CODE FACILITY CODE  TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY CODE	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 66	
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

BRAND NAME OR EQUAL

THIS SOLICITATION IS BEING ISSUED AS A BRAND NAME OR EQUAL COMPETITIVE ACTION.  
 QUOTERS MUST INDICATE MAKE AND MODEL OF ITEMS BEING QUOTED.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Gas Chromatograph (GC) / Mass Spectromet FFP	1	Each		
	The Contractor shall furnish one (1) each GCMS in accordance with SOW para. 3.1.5 contained herein or exact equal.				
	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				
	PURCHASE REQUEST NUMBER: W45N7V116800C1				
	PSC CD: 6625				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CONSUMABLES KIT FFP	1	Each		
	Consumables Kit in accordance with SOW para. 3.1.23 or exact equal.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: W45N7V117200HX				
	PSC CD: 6625				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	3 DAYS GC/GCMS ONSITE SPT FFP 3 Days GC/GCMS Onsite Support in accrcance with para. 3.1.30 FOB: Destination PURCHASE REQUEST NUMBER: W45N7V117200I9 PSC CD: 6625	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	GC CONSUMABLES VOUCHER FFP GC Consumables Voucher in accordance wih SOW para. 3.1.29 FOB: Destination PURCHASE REQUEST NUMBER: W45N7V117200I8 PSC CD: 6625	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	SSL ESSENTIALS KIT FFP -1 each 26096-1420 TG-5SILMS GC Column 30m x0.25mmx0.25µm -1 each 290VA191 Vespel Ferrule for the TRACE 1300 Series GC; capillary column 0.1-0.25 mm ID, 10 pk -1 each 290GA092 Siltek Treated Inlet Seals for the TRACE 1300 Series GC; 0.8mm, 2pk -1 each 29001320 Liner Sealing Ring for SSL, 5pk -1 each 31303233-BP BTO Septa 11mm Diameter50pk (Blister Pack) -1 each 453A1925-UI LinerGOLD Splitless Liner, Single Taper, Wool 4x6.5x78.5mm, 5pk in accordance with SOW para. 3.1.28 or exact equal. FOB: Destination PURCHASE REQUEST NUMBER: W45N7V117200I7 PSC CD: 6625	1	Each		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	SYRINGE FFP Fixed needle syringes for TriPlus RSH autosampler in accordance with SOW para. 3.1.27 or exact equal. FOB: Destination PURCHASE REQUEST NUMBER: W45N7V117200I4 PSC CD: 6625	1	Each		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	START UP KIT FFP GC/GCMS Start Up Kit TRC1300 in accordance with para 3.1.26 or exact equal. FOB: Destination PURCHASE REQUEST NUMBER: W45N7V117200I2 PSC CD: 6625	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	OIL MIST FILTER FFP Mist filter capture oil mist from the outlet of pumps in accordance with SOW 3.1.25 or exact equal. FOB: Destination PURCHASE REQUEST NUMBER: W45N7V117200I1 PSC CD: 6625	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	PERF SPEC KIT FFP ISQ 7000 Performance Spec Kit in accordance with SOW 3.1.24 or exact equal FOB: Destination PURCHASE REQUEST NUMBER: W45N7V117200HZ PSC CD: 6625	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	ION SOURCES CARTRIDGE FFP EI Ion Source Cartridge, complete assembly for ISQ and TSQ 8000 in accordance with SOW 3.1.22 or exact equal. FOB: Destination PURCHASE REQUEST NUMBER: W45N7V117200HW PSC CD: 6625	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	DUAL DETECTOR MICROFLUIDICS KIT FFP includes a SGE wafer with restrictions and connectors allowing to split 1:1 the column outlet to two detectors (including MS detector) in accoracance in SOW para. 3.1.21 or exact equal. FOB: Destination PURCHASE REQUEST NUMBER: W45N7V117200HV PSC CD: 6625	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	NIST 2020 MS LIBRARY FFP Mass Spectral library is a fully evaluated collection of electron ionization (EI) and MS/MS mass spectra, with chemical and GC data, plus search software to identify your own unknown spectra, in accordance with SOW para. 3.1.20 or exact equal. FOB: Destination PURCHASE REQUEST NUMBER: W45N7V117200HU PSC CD: 6625	1	Each		

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	CHROMELEON LICENSE CODE FFP Required for all new Chromeleon 7.3 or later installations and includes: -New license Code -Installation media -Installation literature in accordance with SOW para. 3.1.19 or exact equal  FOB: Destination PURCHASE REQUEST NUMBER: W45N7V116803OR PSC CD: 6625	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	CHROMELEON SE GC/SM PROMO FFP Provides one client and enables control of one Thermo Scientific GCMS instrument and: -may only be quoted on the same order as a new Thermo Scientific GCMS system in accordance with SOW in para. 3.1.18 -includes Instrument Controller, Class 1 Instrument license, Spectral License, Data Client, Instrument Operation, Report Designer Pro and Fraction Collection -must be ordered with 7050.0104A-GC-GCMS can only be used for Workstation installations  FOB: Destination PURCHASE REQUEST NUMBER: W45N7V116803OM PSC CD: 6625	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	POWER SUPPLY FFP Power Supply, DSKTP, 12V, 1.5A, 18W in accordance with SOW para. 3.1.17 or exact equal.  FOB: Destination PURCHASE REQUEST NUMBER: W45N7V116800CW PSC CD: 6625	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	ETHERNET HUB FFP ETHERNET, HUB, 5 PORT, 1GBIT, RoHS in accordance with SOW para. 3.1.16 or exact equal. FOB: Destination PURCHASE REQUEST NUMBER: W45N7V116800CV PSC CD: 6625	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	RSH HANDHELD TERM FFP Handheld controller for TriPlus RSH in accordance with para. 3.1.15 or exact equal FOB: Destination PURCHASE REQUEST NUMBER: W45N7V116800CU PSC CD: 6625	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	RSH TOOL CHANGE STN FFP for the storage and automatic change of up to three syringe tools in accordance with para sow 3.1.14 or exact equal. FOB: Destination PURCHASE REQUEST NUMBER: W45N7V116800CT PSC CD: 6625	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	RSH TRACE MTG KIT FFP RSH TRACE 1300/1310 Mounting Kit in accordance with para. 3.1.13 or exact equal. FOB: Destination PURCHASE REQUEST NUMBER: W45N7V116800CS PSC CD: 6625	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	TRIPLUS RSH BASE FFP Basic TriPlus RSH for liquid and Headspace injections with standard Xlength in accordance with para 3.1.12 or exact equal. FOB: Destination PURCHASE REQUEST NUMBER: W45N7V116800CR PSC CD: 6625	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	POWER CORD FFP Power Cord C13 TypeB 125V Max in accordance with para. 3.1.11 or exact equal FOB: Destination PURCHASE REQUEST NUMBER: W45N7V116800CQ PSC CD: 6625	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	POWER CORD FFP Power Cord C19 Type5-20 125V Max in accordance with SOW para. 3.1.10. or exact equal. FOB: Destination PURCHASE REQUEST NUMBER: W45N7V116800CO PSC CD: 6625	2	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	TRACE 1300 FID MOD FFP Instantaneously Connected-Flame Ionization Detector module: high performance in terms of sensitivity and dynamic range featuring acquisition rate as high as 300 Hz in accordance with SOW para. 3.1.9 or exact equal. FOB: Destination PURCHASE REQUEST NUMBER: W45N7V116800CN PSC CD: 6625	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	TRACE 1300 INJECTOR MOD FFP Instantaneously Connected-Split/Spitless Injector module, includes: complete injector with integrated electronic gas control (IEC) featuring constant Flow and Pressure modes, programmable Flow and Pressure modes, Leak check and Column Evaluation, in accordance with SOW para 3.1.8 or exact equal. FOB: Destination PURCHASE REQUEST NUMBER: W45N7V116800CH PSC CD: 6625	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	TRACE 1310 MAINFRAME FFP -'1000-holes' fast GC oven with operating T range ambient +3 to 450°C; optional cooling to -100°C with LN2 or -50°C with CO2 -Multiple-level temperature program with 32-ramp/33-plateaux with maximum heating rate of 125°C/min -Cooling down from 450°C to 50°C in less than 4 minutes -Six independent heated zones for individual control of injectors and detectors plus auxiliary zone -LAN interface -USB port -Color touch-screen interface with local status update of the oven, injectors and detectors, maintenance commands, run log, multiple language capabilities and video tutorials in accordance SOW para. 3.1.7 or exact equal. FOB: Destination PURCHASE REQUEST NUMBER: W45N7V116800C3 PSC CD: 6625	1	Each		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	ION GUAGE FFP Ion Gauge Option for TSQ 8000/TSQ9000, in accordance with SOW para 3.1.6 or exact equal. FOB: Destination PURCHASE REQUEST NUMBER: W45N7V116800C2 PSC CD: 6625	1	Each		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	IUID Marking and Registry FFP	1	Each		

In accordance with DFARS 252.211-7003 contained herein.

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

FOB: Destination

PSC CD: 6625

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 NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
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0012	Destination	Government	Destination	Government
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0023	Destination	Government	Destination	Government
0024	Destination	Government	Destination	Government
0025	Destination	Government	Destination	Government



0026	Destination	Government	Destination	Government
0027	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A
0015	N/A	N/A	N/A	N/A
0016	N/A	N/A	N/A	N/A
0017	N/A	N/A	N/A	N/A
0018	N/A	N/A	N/A	N/A
0019	N/A	N/A	N/A	N/A
0020	N/A	N/A	N/A	N/A
0021	N/A	N/A	N/A	N/A

0022	N/A	N/A	N/A	N/A
0023	N/A	N/A	N/A	N/A
0024	N/A	N/A	N/A	N/A
0025	N/A	N/A	N/A	N/A
0026	N/A	N/A	N/A	N/A
0027	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	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
52.204-26	Covered Telecommunications Equipment or Services--Representation.	OCT 2020
52.211-6	Brand Name or Equal	AUG 1999
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services--Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020

252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement	NOV 2020
252.204-7022	Expediting Contract Closeout	MAY 2021
252.204-7023	Reporting Requirements for Contracted Services.	JUL 2021
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2020
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020
252.243-7002	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

#### 52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

##### Low Price

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

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

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

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

"Small business concern"—

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

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

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

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

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

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

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

(1) *Small business concern*. The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern.

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

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

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

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

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

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

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

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

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

\_\_\_\_\_

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

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no



material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_ .*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

[*The offeror shall check the category in which its ownership falls*]:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

\_\_\_\_ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

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

(ii) It [ \_\_\_\_ ] has, [ \_\_\_\_ ] has not, filed all required compliance reports.

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(g)

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

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

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

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

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

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line item No.
_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) Listed End Product

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2) [ ☐ ] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[ \_\_\_\_ ] TIN: \_\_\_\_ .

[ \_\_\_\_ ] TIN has been applied for.

[ \_\_\_\_ ] TIN is not required because:

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

[ \_\_\_\_ ] Offeror is an agency or instrumentality of a foreign government;

[ \_\_\_\_ ] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[ \_\_\_\_ ] Sole proprietorship;

[ \_\_\_\_ ] Partnership;

[ \_\_\_\_ ] Corporate entity (not tax-exempt);

[ \_\_\_\_ ] Corporate entity (tax-exempt);

[ \_\_\_\_ ] Government entity (Federal, State, or local);

[ \_\_\_\_ ] Foreign government;

[ \_\_\_\_ ] International organization per 26 CFR 1.6049-4;

[ \_\_\_\_ ] Other \_\_\_\_ .

(5) Common parent.

[ \_\_\_\_ ] Offeror is not owned or controlled by a common parent:

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

Name \_\_\_\_

TIN \_\_\_\_



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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an inverted domestic corporation; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

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

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

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

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: \_\_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_\_.

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

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ☐ ] does, [ ☐ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

\_\_\_\_ .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

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

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

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

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

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

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

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

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

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

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

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

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

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

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

\_\_\_ (10) [Reserved]

\_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

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

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

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

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

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

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

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

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

\_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

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

\_\_\_ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).

\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

XX (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).

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

\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).

\_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).

\_\_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

(26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

XX (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

xx(28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).

XX (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

XX (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

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

\_\_\_\_ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

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

XX (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

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

\_\_\_\_ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

XX (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

\_\_\_\_ (36) 52.222-54, Employment Eligibility Verification (NOV 2021). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

\_\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

\_\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_\_ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.

\_\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

\_\_\_\_ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-16.

XX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_\_\_ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_\_ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

\_\_\_\_ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_\_ (48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).

\_\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_\_ (ii) Alternate I (JAN 2021) of 52.225-3.

\_\_\_\_ (iii) Alternate II (JAN 2021) of 52.225-3.

\_\_\_\_ (iv) Alternate III (JAN 2021) of 52.225-3.

\_\_\_\_ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (52) 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).

\_\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

\_\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

\_\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

\_\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

\_\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

\_\_\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

\_\_\_\_ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

(v) 52.219-8, 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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(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 (JUN 2020) (38 U.S.C. 4212).

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

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (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) X (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).  
 \_\_\_\_\_ (B) Alternate I (March 2, 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 Labor Standards 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 Labor Standards 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) (E.O. 13658).
- (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. (JUN 2020) (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)

## 52.252-1 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):

<https://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):

<https://www.acquisition.gov/>

(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.

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(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.

**Invoice and Receiving Report (Combo)**  
**Inspect At: Destination / Accept At: Destination**

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0303
Issue By DoDAAC	W912NW
Admin DoDAAC**	W912NW
Inspect By DoDAAC	W45N7V
Ship To Code	W45N7V
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____

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

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

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

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

(g) WAWF point of contact.

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

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

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

(End of clause)

## SOW

### STATEMENT OF WORK FOR GAS CHROMATOGRAPH / MASS SPECTROMETER

1. SCOPE. This Statement of Work (SOW) defines the equipment, performance, training, software, and support requirements for a Gas Chromatograph (GC) / Mass Spectrometer (MS) analytical instrument, required by the Materials and Process Engineering Division (MPED), Chemical Process Branch (CPB).

1.1. Background. The analytical instrument will be used during chemical laboratory support of micro-forensic chemical analyses targeting U.S. Army aviation asset mishap failure analyses and an ancillary involvement in Corpus Christi Army Depot (CCAD) process control projects submitted to the CPB. Laboratory support applies to all U.S. Army rotary and fixed wing aircraft and cross service support for other service agencies as necessary.

## 2. APPLICABLE DOCUMENTS.

2.1. Industry documents.

2.1.1. American National Standards Institute/National Electrical Manufacturers Association (ANSI/NEMA)

ANSI/NEMA ICS 1 - Industrial Controls and Systems.

ANSI/NEMA MG 1 - Motors and Generators.

<https://webstore.ansi.org/Info/>

2.1.2. Occupational Safety and Health Act (OSHA) of 1970

**29 CFR Part 1910** Occupational Safety and Health Standards.

**29 CFR Part 1926** Safety and health regulations for construction.

<https://www.osha.gov>

2.1.3. International Organization for Standardization (ISO)

**ISO 9000** Quality Management Systems - Fundamentals and Vocabulary.

**ISO 9001** Quality Management Systems - Requirements-Third Edition; Supersedes ISO 9002:1994 and ISO 9003:1994. <https://www.iso.org>

2.1.4. American Society for Testing and Materials (ASTM International)

**ASTM D6420 – 18** Standard Test Method for (the) Determination of Gaseous Organic Compounds by Direct Interface Gas Chromatography-Mass Spectrometry. (Application for copies should be addressed to ASTM International© 100 Barr Harbor Drive, PO Box C700, West Conshohocken, PA 19428-

**ASTM D3951-18** Standard Practice for Commercial Packaging

### 3. REQUIREMENTS.

#### 3.1. General.

3.1.1. **Equipment.** The contractor shall be responsible for furnishing, delivering, installing, and the on-site testing of all hardware, software, documentation, support accessories/modules and any materials necessary to comprise a complete operational GC/MS system.

3.1.2. **Training.** The contractor shall be responsible for training designated CCAD personnel in the efficient operation, programming and maintenance of the GC/MS.

3.1.3. **Installation.** The GC/MS shall be configured to permit installation and operation at CCAD, Building 8, Chemical Process Branch, Instrumentation Laboratory.

3.1.4. The Contractor shall provide the identified items from the Attachment 1: Deliverables Schedule List for (1) each GC/MS with all the required accessories needed for the instrument to perform micro-forensic instrumental analysis to determination of U.S. Army aviation asset mishap failure, subject matter expert investigative litigation reporting, determination of unknowns and contamination associated with U.S. Army aviation mishaps, Army Oil Analysis Program (AOAP) and CCAD production processes.

3.1.5. **The Thermo Scientific™ ISQ™ 7000 GC-MS system:** is a GC single quadrupole platform capable of boosting laboratory efficiency and productivity through increased robustness combined with superior sensitivity to fulfill your most challenging analytical needs.

3.1.6. **Ion Gauge Option for ISQ and TSQ Series (1R12560-0020):** Ion Gauge Option for TSQ 8000/TSQ9000

3.1.7. **TRACE 1300 Mainframe MS 110V** comprises of the following:

- '1000-holes' fast GC oven with operating T range ambient +3 to 450°C; optional cooling to -100°C with LN2 or -50°C with CO2
- Multiple-level temperature program with 32-ramp/33-plateaux with maximum heating rate of 125°C/min
- Cooling down from 450°C to 50°C in less than 4 minutes
- Six independent heated zones for individual control of injectors and detectors plus auxiliary zone
- LAN interface
- USB port
- Color touch-screen interface with local status update of the oven, injectors and detectors, maintenance commands, run log, multiple language capabilities and video tutorials

3.1.8. **Instantaneously Connected-Split/Spitless Injector module,** includes: complete injector with integrated electronic gas control (IEC) featuring constant Flow and Pressure modes, programmable Flow and Pressure modes, Leak check and Column Evaluation

3.1.9. **Instantaneously Connected-Flame Ionization Detector module**: high performance in terms of sensitivity and dynamic range featuring acquisition rate as high as 300 Hz.

3.1.10. **Power Cord C19 Type5-20 125V Max**

3.1.11. **Power Cord C13 TypeB 125V Max**

3.1.12. **TRIPLUS RSH Base Liquid + HS Config**: Basic TriPlus RSH for liquid and Headspace injections with standard Xlength.

3.1.13. **RSH TRACE 1300/1310 Mounting Kit**

3.1.14. **RSH Automatic Tool Change Station**: for the storage and automatic change of up to three syringe tools.

3.1.15. **RSH Hand-Held Terminal**: Handheld controller for TriPlus RSH.

3.1.16. **ETHERNET, HUB, 5 PORT, 1GBIT, RoHS**

3.1.17. **Power Supply, DSKTP, 12V, 1.5A, 18W**

3.1.18. **CHROMELEON SE GC/MS Promo**:

Provides one client and enables control of one Thermo Scientific GCMS instrument and:

- may only be quoted on the same order as a new Thermo Scientific GCMS system
- includes Instrument Controller, Class 1 Instrument license, Spectral License, Data Client, Instrument Operation, Report Designer Pro and Fraction Collection
- must be ordered with 7050.0104A-GC-GCMS can only be used for Workstation installations

3.1.19. **CHROMELEON License Code**:

Required for all new Chromeleon 7.3 or later installations and includes:

- New license Code
- Installation media
- Installation literature
- Chromeleon box

3.1.20. **NIST 2020 MS Library with RI & MS/MS**: Mass Spectral library is a fully evaluated collection of electron ionization (EI) and MS/MS mass spectra, with chemical and GC data, plus search software to identify your own unknown spectra.

3.1.21. **Dual Detector Microfluidics Kit**: includes a SGE wafer with restrictions and connectors allowing to split 1:1 the column outlet to two detectors (including MS detector).

3.1.22. **ION Source Cartridge**: EI Ion Source Cartridge, complete assembly for ISQ and TSQ 8000.

3.1.23. **Consumables Kit**

3.1.24. **ISQ 7000 Performance Spec Kit**

3.1.25. **Oil Mist Filter w/ NW25 Adapter/ Clamp**: Mist filter capture oil mist from the outlet of pumps.

3.1.26. **GC/GCMS Start Up Kit TRC1300**

3.1.27. **10uL Syringe 26S Gauge, FN, 57mm**: Fixed *needle syringes* for TriPlus RSH autosampler.

3.1.28. **GC/GCMS SSL Essentials Kit** includes:

- 1 each 26096-1420 TG-5SILMS GC Column 30m x0.25mmx0.25µm
- 1 each 290VA191 Vespel Ferrule for the TRACE 1300 Series GC; capillary column 0.1-0.25 mm ID, 10 pk
- 1 each 290GA092 Siltek Treated Inlet Seals for the TRACE 1300 Series GC; 0.8mm, 2pk
- 1 each 29001320 Liner Sealing Ring for SSL, 5pk
- 1 each 31303233-BP BTO Septa 11mm Diameter50pk (Blister Pack)
- 1 each 453A1925-UI LinerGOLD Splitless Liner, Single Taper, Wool 4x6.5x78.5mm, 5pk

3.1.29. **GC Consumables Voucher**

3.1.30. **3 Days GC/GCMS Onsite Support**

3.1.31. **Label/ IUD Tag General**: Barcode Labeling of Instrument

3.1.32. **Extended Warranty-ISQ 7000** includes:

- On-site corrective maintenance visits including required factory certified replacement parts, labor and travel with a target of three (3) business day on-site response time
- Annual Preventive Maintenance visit and a standard Preventive Maintenance Kit
- Priority status for technical support telephone inquires
- Access to Thermo Fisher Scientific Knowledge Base
- 10% Loyalty discount on parts, accessories, and consumables

3.1.33. **Extended Warranty-TRIPLUS RSH LIQUID & HEADSPACE INJECTION** includes:

- On-site corrective maintenance visits including required factory certified replacement parts, labor and travel with a target of three (3) day on-site response time
- Annual Preventive Maintenance visit and a Standard Preventive Maintenance Kit
- Priority status for technical support telephone inquiries
- Access to Thermo Fisher Scientific Knowledge Base
- 10% Loyalty discount of parts, accessories, and consumables

### 3.2. Detail tasks.

#### 3.2.1. Equipment.

3.2.1.1. **Purpose.** The GC/MS shall be designed and constructed for the purpose of analyzing, identifying and quantitating multiple component organic fluid materials, contained or dissolved within other organic fluid materials or solvents.

3.2.1.2. **Electrical.** The GC/MS electrical system power requirement shall operate from either  $115 \pm 5$  or  $230 \pm 10$  volts alternating current (VAC) operating at a frequency of 60/50 Megahertz (Hz).

3.2.1.3. **Automation.** All GC/MS methods, components, and modules must have 100% software computer driven control capability.

3.2.1.4. **Detection Capability.** The GC/MS shall use gas chromatography technology for component separation as previously adopted for use in the CPB employing flame ionization detection for gas chromatography quantitation and a single quadrupole detection platform for unknown compound molecular mass identification. For standardization qualification, the detection capability of the GC/MS shall have the capability to identify and quantify the 36 volatile organic compounds contained within ASTM D 6420 measuring from 150 parts per billion (ppb) to 100 parts per million (ppm) using a full scan operation between 45 and 300 atomic mass units<sup>1</sup>.

3.2.1.5. **Safety.** If the single quadrupole acceleration platform contains a redundant or backup filament electron stream molecular ionizer, an open circuit alarm must be provided.

3.2.1.6. **Dimensions.** The GC/MS must be a limited, compact, bench-top model type, and shall be vendor installed and ready for use. Dimensions are limited to no greater than 213 centimeters (cm) (84 inches) in width, 52-cm (20.5 inches) in depth, and 94-cm (37 inches) in height. Weight as well as height, unless stipulated after the fact, is not a critical factor.

3.2.1.7. **GC/MS Sample Introduction Component** shall include an auto-sampler capable of liquid and headspace (gaseous) sample injection methodology. The auto-sampler must have a minimum of 150 each, 2 milliliter (mL) vial position trays and a second configuration with a minimum of 50 each 10-mL minimum volume vial tray(s). The auto-sampler must include an incubation oven with a minimum of five vial heating positions and agitator, headspace syringe tool, solvent flushing station, a minimum of five each 10 milliliter (mL) vials capable of bidirectional movement, automatically changing syringes for various sample types, and configured to create programmed dilutions, solution agitation prior to injection, and sense the bottom of a sample vial to prevent syringe damage.

3.2.1.8. **Sample Inlet Module.** Inlets for both the MS and GC must be septa secured and capable of providing a computer programmable, split or splitless sample to capillary GC columns. Each Inlet shall be independently temperature programmable equal to approximately ambient room temperature to 400 degrees (°) Celsius (C) (752 °Fahrenheit [F]) minimum in one degree C increments.

3.2.1.9. **Standard GC Capillary Column Connections.** Standardized GC capillary column connections are required. The capillary columns currently in use are coiled on circular saddles approximately six inches in diameter that hang on supports within the GC/MS oven.

3.2.1.10. **GC/MS Capillary Column Oven** temperature shall be computer controlled from approximately 25 °C (77 °F) to 400 °C (752 °F) minimum to the nearest single degree C at designated temperature profiles. No sub-ambient temperature GC method profiles will be necessary. The oven temperatures must be capable of being ramped to stipulated temperatures at programmed rates of up to 125 °C (225 °F) per minute run time to the nearest 5°C (9 °F) minimum. The temperature profile temperature setting and the actual temperature of the oven must be observable. Routine oven temperature profiles experienced are between 30-minutes and one hour; however, extended temperature profiles involving four different temperature ramp designations, and up to five hours total run time

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<sup>1</sup> Page 1, Paragraph 1.1.



should be possible. The temperature equilibration time following a GC/MS run should only require a maximum time of one minute to equilibrate from the run's maximum oven temperature of 300 °C (572 °F) to the run's initiating oven temperature of 50 °C (122 °F).

3.2.1.11. **Flame Ionization Detector (FID).** The hydrogen gas flow shall routinely deliver between 35 - 45 milliliters per minute (min) for routine analyses, and be controllable over a range of 1 to 100 mL/min. The Zero Grade Air mass flow shall routinely deliver between 350 – 450 mL/min for routine analyses, and must be controllable from between 5 – 500 mL/min. The helium mobile phase gas mass flow shall routinely deliver 40 mL/min for average analyses, and must be controllable from between 1 – 50 mL/min. The FID's temperature range shall be controllable to the nearest single degree from approximately ambient to 450 °C (842 °F).

3.2.1.12. **MS Ion Source** must include Electron Ionization and Chemical Ionization.

3.2.1.13. **MS Vacuum Source.** Vacuum pump-down capability should employ a 300 liter per second (L/sec) minimum turbomolecular pump driven in part from an oil free scroll or roughing pump.

3.2.1.14. **MS Single Quadrupole Resolving Power** of the detection system is understood to be the contractor's stipulated design with the capability of acquiring a minimum of 90 scans per second in full scan mode over a range of 125 microseconds (□sec). The electron energy shall be adjustable over a range of 0 to 150 electron Volts (eV) at an emission current up to 350 micro Amps (□A). The sample transfer line should be programmable up to 400 °C (720 °F), and include Chemical Ionization capability along with the Electron Ionization sources. Mass to charge ratio detection must provide ionic detection capabilities with molecular ion mass weight ranges between 25 to 650 mass units minimum.

3.2.1.15. **Simultaneous Run Capability.** The GC/MS must be capable of analyzing simultaneous GC and MS runs via metered identical volume, split sample injection technology.

3.2.1.16. **Tools.** The contractor shall furnish all special tools required to perform maintenance, repair, or removal and installation of any of the system's consumable components and columns. Instructions for disassembly, repair, re-assembly, and adjustment maintenance shall be clear, concise, definitive, and composed in the English language.

3.2.1.17. **Reduction.** In addition to the requirements contained within this SOW, the procurement guidelines for the GC/MS will include a marked reduction in electrical energy consumption per industry kilowatt-hour standard consumption, as compared to industry standard use, and enhanced automation to reduce operator/instrument interface familiarization and analytical method creation time as compared to previous generation GC/MS industry use research grade production models.

### 3.2.2. Information Technology and Industrial System.

3.2.2.1. **Computer (PC) Software** used to drive the GC/MS and the ancillary accessory equipment will be loaded onto a CCAD supplied computing system.

3.2.2.2. **CCAD PC Operating System (OS)** function in a Microsoft Windows 10 OS environment with a minimum of one terabyte storage capability.

3.2.2.3. **Vendor Supplied GC/MS Software** must include digitally searchable mass fragment libraries of known use industrial organic and inorganic compounds compared to stipulated GC/MS run displayed ion fragments. The libraries must include the most recent National Institute of Standards and Technology (NIST) digital MS library capable of determining the designated ion fragment's comparison by molecular weight percent.

3.2.2.4. **GC/MS Peripheral Equipment** will be capable of generating and receiving digital data into the PC through a Universal Serial Bus (USB), a standard serial cable connection (RS-232), or an Ethernet connection. All of the applicable GC/MS interconnection cables shall be contractor furnished. If an Ethernet connection is used to interconnect the dedicated PC to peripheral equipment, the required Network Interface Card (NIC) card(s) shall be supplied with an extra RJ-45 port to allow an ANSI Standard 802.3, 100 Base-T, Ethernet connection supporting the full TCP/IP stack implemented by firmware. Any updated periphery support connection technology from CCAD not stipulated here will be acceptable if the subsequent output digital data remains identical.

3.2.2.5. **Army Gold Master (AGM)** security profile software is loaded onto the computer's hard drive to guard against internet cyber-attacks. AGM is a collection of security settings for Microsoft operating systems that must be applied to all Army computer systems.

3.2.2.6. **Documentation Requirements.** A complete set of GC/MS instruction manuals written in the English language shall be provided that contain all the information necessary to operate, maintain, and reinstall all GC/MS operating software and hardware in the system must be provided. Step by step instructions shall be provided to facilitate rebuilding the system in the event of a fatal computer system crash.

3.2.2.7. **Prior to GC/MS Component Acceptance,** the contractor shall provide copies of all source codes developed for the system, firmware and software used in the system, as well as one set of backup configuration software for the data acquisition, and system control / communication computer(s). All GC/MS programs shall be tested and fully operational before the GC/MS is accepted.

3.2.2.8. **Special Programing.** If any special programming software or programming software interface devices (such as hardware "keys", "dongles" or "PIC" modules) were required to access software, these programs and devices shall be included along with necessary registration information. If custom application software was written and provided, a copy of the required compiler (with license) shall be provided as well. At acceptance, all these items shall become property of the government. Any software purchased for this project shall be registered to Commander, Corpus Christi Army Depot, Corpus Christi, Texas 78419. Operational software updates following the GC/MS procurement will be installed through notification of CCAD, Information Technology Directorate. Information regarding acceptable CCAD software profiles may be discussed with Ms Cheryl Green, Chief Plans, Architecture & Services Division, [cheryl.l.green.civ@mail.mil](mailto:cheryl.l.green.civ@mail.mil), 361-961-5805 and Mr Chris Gutschow, [chris.l.gutschow.civ@mail.mil](mailto:chris.l.gutschow.civ@mail.mil), 361-961-6357.

3.2.2.9. **Certificate of Networkiness.** Networkiness 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-IA). Each new AIS capability and all capability modifications/upgrades must be assessed to verify/validate its Networkiness (network security, network impact, compatibility with the infrastructure, infrastructure requirements, spectrum support, security policy compliance, JTA-A standards compliance, communications and information manpower, training, logistics support, schedule, and funding). The Contractor is responsible for completing a Request to Operate Networkiness COTS/GOTS checklist that will be supplied by the CCAD Information Technology Division. Once completed, the form shall be provided to the CCAD Information Technology Division.

3.2.2.10. **Alternate Specifications.** Proposals or specifications that deviate from those described herein shall be pre-coordinated for specific approval or rejection by the Government CCAD Information Technology representatives prior to shipment, installation, and acceptance of the equipment.

3.2.3. **Installation.**

3.2.3.1. **Cost.** The price of the GC/MS will include installation of the equipment and operations/maintenance training by certified field service personnel.

3.2.3.2. **Receiving.** The government will receive the GC/MS equipment at Corpus Christi Army Depot, Property Book Warehouse, Building 258 Door 58C2, Corpus Christi, TX 78419. The equipment will be off-loaded at site. The GC/MS will then be moved to the second floor of the MPED Laboratory, Room 207, in Bldg. 8. The contractor may be present and supervise the equipment move to the Laboratory or perform the off-loading function at the Laboratory if desired.

3.2.3.3. **Contractor Responsibilities.** Installation shall be the responsibility of the contractor to the extent specified herein. The contractor shall provide Corpus Christi Army Depot with any pre-installation or special instructions necessary to install the equipment within 30 days after the contract is awarded. This information shall be sent to Corpus Christi Army Depot, Materials and Process Engineering Division representative Vinh Le at 308 Crecy Street, Lab Stop 14 Corpus Christi TX 78419-5260. The contractor is responsible for equipment startup and pre-acceptance testing of the equipment.

3.2.3.4. **Site Placement.** Installation shall consist of connection (by properly qualified personnel) of all components and utilities necessary to bring the GC/MS system to production ready condition. Corpus Christi Army Depot will provide utilities to within 5 feet of the GC/MS. The contractor shall provide all cables, disconnects and

connectors to connect with utilities and existing equipment necessary to provide a completely operational system capable of meeting the inspection and test requirements. Contractor shall also provide a purge or bleed valve if this is necessary for equipment use or maintenance. Corpus Christi Army Depot will provide an electrical disconnect box for hardwiring and provide gas to the site with approximately 250 pounds per square inch (psi) pressure.

3.2.3.5. **Installation Notification.** Installation shall be completed within thirty (30) calendar days of equipment delivery to CCAD.

3.2.3.6. **Site Visits.** Contractor will notify Corpus Christi Army Depot personnel, at least two weeks in advance, of any visits involving such official operations as installation, training, consultation, etc. Visits will be made during normal business hours between 0700 and 1500, Monday through Friday, excluding government holidays.

3.2.3.7. **Security:** The contractor shall comply with all the security requirements as identified in the Corpus Christi Army Depot Security Requirements for Contract Personnel, 2001. See 4.0 Security Requirements of this document.

3.2.3.8. **Notification of Contractor Personnel Visit:** The contractor shall give the COR Vinh Le at the Corpus Christi Army Depot, (361) 961-0243 or the Government Project Engineer at least 2 weeks prior notice for each new visitor to the depot so that the security office can authorize the visitors.

3.2.3.9. **Site Clean Up.** The contractor shall contain all packaging and packing debris, including pallets, cardboard and paper after installation, to the immediate unpacking site. The contractor will specify if any packing boxes are to be kept for future shipment of components.

### 3.2.4. Operational Training.

3.2.4.1. **Training.** The contractor shall provide a minimum of two (2) days of training to designated MPED laboratory personnel at CCAD. After installation, the contractor shall include instructions for the operation of the GC/MS to its full operating capabilities, programming, routine maintenance and simple trouble shooting techniques.

### 3.2.5. Manuals.

3.2.5.1. **GC/MS Operating Manuals.** Two complete sets of manuals for the GC/MS, written in the English language, shall be provided by the contractor upon delivery of the system. The manuals shall consist of operating, maintenance, programming and installation, and include a complete parts list including part numbers. Manuals are accepted in CD-ROM format if available.

3.2.5.2. **GC/MS PC Operational Program Manuals.** A complete set of instruction manuals shall be provided that contain all the information necessary to operate, maintain, and reinstall all software and hardware in the system. Step by step instructions shall be provided to facilitate rebuilding the system in the event of a fatal system crash.

### 3.2.6. Warranty and Maintenance.

3.2.6.1. **Warranty.** The equipment and supplies furnished under this SOW as well as all accessory modules shall be guaranteed for a period of time equal to the contractor's standard commercial warranty beginning the day of acceptance of equipment. The warranty shall cover 100 percent (%) of all the costs for parts and labor as well as other contingencies necessary to return the system to full operating capability.

3.2.6.2. **Maintenance.** Major assemblies and installed attachments shall be accessible for maintenance, inspection and repair using common tools. The inspection, adjustment, repair, and replacement of components and accessories shall be accomplished with minimum requirements and minimum disturbance to other components and accessories of the system.

3.2.6.3. **Extended Warranty / Maintenance Contract.** Contractor shall provide the option (if available) for an extended warranty period on the GC/MS system. Contractor shall provide information pertaining to service contract options available on the GC/MS after warranty expires and must specify if service contract payment can be made after portions of service are rendered or if payment on the service contract must be made in advance. Future costs for equipment maintenance will be a factor for predicting equipment costs after the first year.

### 3.2.7. Environmental Conditions and Restrictions.

3.2.7.1. **Temperature.** The GC/MS system shall be capable of operating in an ambient room temperature of between 10-30°C (50 – 86°F) with a relative humidity typically between 40% and 60% but possible brief transitions of up to 80%.

3.2.7.2. **Noise.** Operation of the GC/MS shall not subject personnel or operators to dB noise levels that exceed OSHA Section 1910.95 standards. Permissible noise exposure shall be based on OSHA time weighed average of over an eight (8) hour testing sound level of 84 dB level.

3.2.7.3. **Unacceptable Materials.** The system design shall not include polychlorinated biphenyls, asbestos or asbestos compounds, fragile or brittle materials not specifically approved by the procuring activity. The system design shall not utilize any Class I ozone depleting substances as defined by the Environmental Protection Agency, even if they are contained in a closed cooling system.

3.2.8. Safety.

3.2.8.1. **Electrical Equipment.** All electrical equipment shall be guarded and grounded to protect all persons and objects from electrical shock hazard. All electrical components and connections shall be in compliance with NEMA regulations and the National Electrical Code.

3.2.8.2. **Moving Parts.** All rotational or other moving parts shall be properly guarded.

3.2.8.3. **Circuit Test.** Each circuit of the electrical system shall be tested for dielectric strength, continuity, insulation, resistance, and faulty grounds in accordance with (IAW) requirements of NEMAICS.

3.2.9. Quality Assurance Provisions.

3.2.9.1. **Responsibilities for Inspection.** Except as otherwise specified in the contract, the contractor may use his own or any other facilities suitable for the inspection of the equipment before installation. The Government reserves the right to perform any of the inspections set forth in the SOW when such action is deemed necessary to assure supplies and services conform to prescribed requirements.

3.2.9.2. **Quality Conformance Inspection.** Quality conformance inspection shall be applied to each item prior to being offered for acceptance under the contract.

3.2.9.3. **Examination.** The GC/MS shall be examined to determine compliance with the requirements set forth. The operational and performance testing shall be checked in accordance with manufacturer's standard test methods to determine compliance with the requirements.

3.2.9.4. **Operational Testing.** Functions of the GC/MS shall be checked IAW the manufacturer's standard operational procedures outlined in the manufacturer's operational manual. The checks shall include operating the system in each of its modes of operation to determine proper response of the system.

3.2.9.5. **Performance Testing.** The contractor shall demonstrate at Corpus Christi Army Depot that all components of the GC/MS system are functioning as specified in the contract. Testing shall include complete and satisfactory "running" of the system using government supplied parts at the Corpus Christi Army Depot. Performance testing shall be conducted during working hours between 0700 to 1530 hours, Monday through Friday, excluding Government holidays, by Government representatives. Each phase of equipment installation and testing shall be monitored by Government representatives to comply with all sections as specified in this SOW.

3.2.10. Acceptance.

3.2.10.1. **GC/MS Solicitation Offers** will be reviewed by MPED Laboratory Chemists before contract award to verify all specifications are being met.

3.2.10.2. **Acceptance Test.** Acceptance of the system shall be based upon a demonstration of the capabilities of the system during testing. Acceptance of the demonstration by government personnel will constitute an acceptable working system.

3.2.10.3. **Final Acceptance.** Final acceptance of the system will be made by a qualified Government representative (Contracting Officer's Representative) at CCAD after all testing has been completed satisfactorily.

3.2.11. **Packing and Packaging.**

3.2.11.1. **Preservation.** As a minimum, the equipment shall be preserved, packaged and parked in accordance with ASTM D3951-18, Standard Practice for Commercial Packaging. The packaging shall be accomplished in a manner that ensures adequate protection of the equipment against damage during shipment from the contractor's plant to the Government installation.

# **ATTACHMENT 1 / TECHNICAL EXHIBIT 1**

## **Deliverables Schedule List**

Deliverable	Frequency	Qty.	Medium/Forma t	Submit To
<b>The Thermo Scientific™ ISQ™ 7000 GC-MS system</b>	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419

<b>Ion Gauge Option for ISQ and TSQ Series</b> - Ion Gauge Option for TSQ 8000/TSQ9000	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>TRACE 1300 Mainframe MS 110V</b> - '1000-holes' fast GC oven with operating T range ambient +3 to 450°C; optional cooling to -100°C with LN2 or -50°C with CO2 - Multiple-level temperature program with 32-ramp/33-plateaux with maximum heating rate of 125°C/min - Cooling down from 450°C to 50°C in less than 4 minutes - Six independent heated zones for individual control of injectors and detectors plus auxiliary zone - LAN interface - USB port - Color touch-screen interface with local status update of the oven, injectors and detectors, maintenance commands, run log, multiple language capabilities and video tutorials	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>TRACE 1300 SSL Injector Module</b>	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>TRACE 1300 FID Module</b>	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>Power Cord C19 Type5-20 125V Max</b>	Once	2 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>Power Cord C13 TypeB 125V Max</b>	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>TRIPLUS RSH Base Liquid + HS Config</b>	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>RSH TRACE 1300/1310 Mounting Kit</b>	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419

<b>RSH Automatic Tool Change Station</b>	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>RSH HAND-HELD TERMINAL</b>	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>ETHERNET, HUB, 5 PORT, 1GBIT, RoHS</b>	Once	1ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>Power Supply, DSKTP, 12V, 1.5A, 18W, 2.1mmID, RoHS</b>	Once	1ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>Dual Detector Microfluidics Kit</b>	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>ION Source Cartridge</b> - EI Ion Source Cartridge, complete assembly for ISQ and TSQ 8000.	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>CHROMELEON SE GC/MS Promo:</b> Provides one client and enables control of one Thermo Scientific GCMS instrument and: - may only be quoted on the same order as a new Thermo Scientific GCMS system - includes Instrument Controller, Class 1 Instrument license, Spectral License, - Data Client, Instrument Operation, Report Designer Pro and Fraction Collection - must be ordered with 7050.0104A-GC-GCMS can only be used for Workstation installation	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>CHROMELEON LICENSED CODE – NEW:</b> Required for all new Chromeleon 7.3 or later installations and includes: - New license Code - Installation media - Installation literature - Chromeleon box	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>NIST 2020 MS Library with RI &amp; MS/MS</b>	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419

<b>Consumables Kit</b>	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>ISQ 7000 PERFORMANCE SPEC KIT</b>	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>OIL MIST FILTER w/ NW25 ADAPTER/ CLAMP</b> - Oil Mist Filter w/ NW25 Adapter/ Clamp	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>GC/GCMS Start Up Kit TRC1300</b> - Trace 100/ 1310 Start-up Kit	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>10uL Syringe 26S Gauge, FN, 57mm Length</b> - 10uL FN Syringe 26s gauge 57mm length TriPlus RSH	Once	5 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>GC/GCMS SSL ESSENTIAL KIT:</b> SSL Injector Essential Kits includes: - 1 each 26096-1420 TG-5SILMS GC Column 30m x0.25mmx0.25µm - 1 each 290VA191 Vespel Ferrule for the TRACE 1300 Series GC; capillary column 0.1-0.25 mm ID, 10 pk - 1 each 290GA092 Siltek Treated Inlet Seals for the TRACE 1300 Series GC; 0.8mm, 2pk - 1 each 29001320 Liner Sealing Ring for SSL, 5pk - 1 each 31303233-BP BTO Septa 11mm Diameter50pk (Blister Pack) - 1 each 453A1925-UI LinerGOLD Splitless Liner, Single Taper, Wool 4x6.5x78.5mm, 5pk	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>GC Consumables Voucher</b>	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>3 DAYS GC/GCMS ONSITE SUPPORT</b>	Once	1 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>LABEL/ IUD GENERAL</b> - Barcode Labeling of Instrument	Once	3 ea.	N/A	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>TRAINING</b>	Once	1 ea.	ONSITE	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419



<b>OPERATIONAL MANUALS</b>	Once	2ea.	2 Hard Copies or in CD-ROM format	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>OPERATIONAL PROGRAM MANUALS</b>	Once	1 ea.	(1ea Hard copy) Complete set of instruction manuals	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>PARTS LIST TO INCLUDE PART NUMBERS</b>	Once	1ea.	MS Word or PDF	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>BILL OF MATERIALS</b>	For each piece of equipment	1ea.	MS Word or PDF	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b>Key Personnel List</b>	Once	1ea.	MS Word or PDF	COR Corpus Christi Army Depot 308 Crecy St. Corpus Christi, TX 78419
<b><u>Extended Warranty-ISQ 7000</u></b> includes: <ul style="list-style-type: none"> <li>- On-site corrective maintenance visits including required factory certified replacement parts, labor and travel with a target of three (3) business day on-site response time</li> <li>- Annual Preventive Maintenance visit and a standard Preventive Maintenance Kit</li> <li>- Priority status for technical support telephone inquires</li> <li>- Access to Thermo Fisher Scientific Knowledge Base</li> <li>- 10% Loyalty discount on parts, accessories, and consumables</li> </ul>				
<b><u>Extended Warranty-TRIPLUS RSH LIQUID &amp; HEADSPACE INJECTION</u></b> includes: <ul style="list-style-type: none"> <li>- On-site corrective maintenance visits including required factory certified replacement parts, labor and travel with a target of three (3) day on-site response time</li> <li>- Annual Preventive Maintenance visit and a Standard Preventive Maintenance Kit</li> <li>- Priority status for technical support telephone inquires</li> <li>- Access to Thermo Fisher Scientific Knowledge Base</li> <li>- 10% Loyalty discount of parts, accessories, and consumables</li> </ul>				

#### **4.0 SECURITY REQUIREMENTS FOR ALL CONTRACTS PERFORMED AT CORPUS CHRISTI ARMY DEPOT**

Place these security requirements in all Statement of Works (SOW's) and Performance Work Statements (PWS's) for contracts performed at Corpus Christi Army Depot (CCAD).

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This document is a brief overview of rules and regulations of Naval Air Station Corpus Christi (NASCC) and Corpus Christi Army Depot (CCAD). It is not intended to be all-inclusive or cover all contingencies. Direct specific security requirements questions to the following numbers:

CCAD: (361) 961-3313

NASCC: (361) 961-2480

Regulations:

AR 25-1, Army Knowledge Management and Information Technology

AR 25-2, Information Assurance

AR 25–55, The Department of the Army Freedom of Information Act  
 AR 70–31, Standards for Technical Reporting  
 AR 190-13, Department of the Army Physical Security Program  
 AR 360–1, The Army Public Affairs Program  
 AR 380–5, Department of the Army Information Security Program  
 AR 380-10, Foreign Disclosure and Contact with Foreign Representatives  
 AR 380-49, Industrial Security Program  
 AR 530-1, Operations Security (OPSEC)  
 AR 530-1, AMC Security Operations Security (OPSEC)  
 AR 530-1, CCAD Plan Operations Security (OPSEC)  
 AMC-R 525-13, AMC Force Protection Program  
 DOD Directives 5230.24, Distribution Statements on Technical Documents  
 DOD Directives 5230.25, Withholding of Unclassified Technical Data from Public Disclosure  
 DOD 5400.11-R, Department of Defense Privacy Program

**4.1. Conduct and Behavior:** IAW DoD Directive 5200.8, “Security of DoD Installations and Resources”, the NAS commander has broad authority to remove or exclude any person or persons from the military installation to protect personnel and property, to maintain good order and discipline, and to ensure the uninterrupted and successful performance of the installations mission. In the exercise of this authority, the commander may refuse to grant entry or may bar Contractor employees. Refusal of entry or barment of any employee does not relieve the Contractor of the responsibility to continue performance under this contract.

4.1.1 All personnel entering and working at CCAD are subject to all rules, regulations and applicable laws. All personnel and their effects are subject to search, to include vehicles and company belongings.

4.1.2 No person shall willfully fail or refuse to comply with lawful orders or direction of any civilian or military security police officer.

4.1.3. The Contractor shall not employ persons for work on this contract if such employees are identified to the Contractor by the Government as a potential threat to the health, safety, security, general wellbeing or operational mission of the installation and its population. Disrespectful behavior, failure to obey orders or regulations, fighting, horseplay, stealing, illegal use of drugs (using/transporting/selling), consuming or being under the influence of alcohol, or being in the possession of illegal weapons are prohibited and subject to appropriate penalties. This may include being detained, banned from entering the Government facility, or remanded to civilian authorities.

4.1.4. All Contractor personnel will limit their travel on the installation only to specific areas required for performance of the contract, specified break and meal areas, or in travel directly to and from these locations. Employees found on the installation away from officially identified areas may be detained and/or debarred from the installation.

4.1.5. Subcontracts; if the Contractor enters into a Subcontractor arrangement with another Contractor, the prime Contractor is responsible for Subcontractor performance and compliance. The prime Contractor must provide a copy of the security requirements to the subcontractor. The contracting officer must ensure any questions of adequacy of the Subcontractor are resolved to the mutual satisfaction of the prime Contractor, Subcontractor, security, and CCAD commander.

4.1.6. All prospective government and contractor employees are subject to a check of their criminal history prior to being granted access to CCAD. Adverse or derogatory information revealed by these checks, or failure to provide full disclosure, may result in denial of access.

## 5.2. Support:

5.2.1. Security support provided by CCAD to the Contractor includes (if applicable) storage containers for classified information/material, use of base destruction facilities, classified reproduction facilities, use of base classified mail services, security badging, base visitor control, investigation of security incidents, base traffic regulations, use of security forms, and conducting inspections required by DoD 5220.22-R “Industrial Security Regulation”, Army Instruction 380-49 “Industrial Security Program”, AR 380-5 “Department of Army Information Security Program”, and AR 25-2 “Information Assurance” and others as required or deemed necessary by the Government.

5.2.2. Security support requiring joint Army and Contractor coordination includes packaging classified information, mailing and receiving classified materials, implementing emergency procedures for protection of classified information, security checks, and internal security controls for protection of classified material, sensitive material, and high value pilfer able property.

## 5.3. Security Investigation Requirements: (As Applicable)

5.3.1. Contractors must maintain the same level investigation or higher as their civilian counterparts. In the absence of a civilian counterpart, CCAD Security will determine the level of investigation based on a position sensitivity review. Close coordination with the COR and company are required.

5.3.2. Classified Contracts: An interim clearance must be in place prior to entering CCAD facilities. All documentation (i.e. SF 86, etc.) required for security clearance shall be processed through the Contractor Facility Security Office (FSO).

5.3.2.1 For all contracts involving employees who require a security clearance for performance of their duties or access to classified material, the Contractor must possess or obtain a facility security clearance prior to performing contract work. If the Contractor does not possess a facility clearance, the Government (Contracting Office) may request one from the Defense Security Service (DSS).

5.3.2.2. Contractor employees without a clearance level or background check properly indicated in the Joint Personnel Adjudication System (JPAS), or with other security concerns, will not be assigned to this task directly or indirectly. Contractor employee(s) will not be authorized access, regardless of personal clearance, without the facility first being cleared to the appropriate level by Defense Security Service (DSS).

5.3.3.1. The Contractor shall request security clearances for personnel requiring access to classified information or IT Level I or II within 15 days after receiving a facility clearance. If the Contractor is already cleared, they shall request security clearances for the personnel within 15 days after contract award. Due to costs involved with security investigations, requests for Contractor employee security clearances shall be kept to an absolute minimum necessary to perform contract requirements.

5.3.3.1.1 IT Level I positions; Contractor employees shall have one of the following prior to commencing work: A current, valid Single Scope Background Investigation (SSBI) indicated in JPAS or Granted "Interim" Top Secret eligibility by Defense Industrial Security Clearance Office (DISCO) indicated in JPAS.

5.3.3.1.2. IT Level II positions; Contractor employees shall have one of the following prior to commencing work: A favorably completed National Agency Check with Law and Credit (NACLC) background investigation indicated in JPAS or granted "Interim" Secret eligibility by DISCO indicated in JPAS.

5.3.3.1.3. IT Level III positions; Contractor employees shall have one of the following prior to commencing work: A favorably completed National Agency Check with Law and Credit (NACLC) background investigation indicated in JPAS or granted "Interim" Secret eligibility by DISCO indicated in JPAS.

5.3.4. Unclassified Contracts requiring IT access: All documentation (i.e. SF 85P, etc.) required for their initial security appointment for unclassified contracts to IT Level III shall be processed through the CCAD Security Pass and ID Office prior to entering CCAD facilities.

5.3.4.1. IT Level III positions; Contractor employees requiring access to CCAD Local Area Network (LAN) shall have favorably completed NACI (National Agency Check Plus Written Inquires and Credit Check) background investigation processed through CCAD Personnel Security Office. If the Contractor employee does not possess a NACI, the Government (Contracting Office) will request one. The Government assumes costs and initiates the NACI investigations by submitting the appropriate Personnel Security Investigation request to the Army Center of Excellence. Minimum requirements for CAC issuance and access to the LAN are an initiated NACI with a favorable FBI fingerprint check. Due to costs and the inherent delays involved with security investigations, requests for Contractor LAN access shall be kept to an absolute minimum necessary to perform contract requirements.

**5.3.5. Fitness Issues:**

5.3.5.1. The Contracting Officer Representative (COR) and Contractor will be notified when discovery of adverse information indicates potentially actionable issues which may disqualify the Contractor employee from access.

5.3.5.2. OPM Memorandum, Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 provides government-wide credentialing standards to be used by all Federal departments and agencies in determining whether to issue or revoke personal identity verification (PIV) cards to employees and contractor personnel.

5.3.5.3. Whether or not to grant access is the sole discretion of the Government. The decision not to grant access will not be grounds for contract modification and shall not constitute an excuse for Contractor performance failure.

5.3.6. System Authorization Access Request (SAAR): Prior to system access, a SAAR, DD Form 2875, System Authorization Action Requirement, shall be completed by the Contractor employee and Contractor security manager. The Contractor employee shall complete Part I, the COR shall complete Part II, and CCAD Personnel Security shall complete Part III.

5.3.6.1. Unclassified Contracts NOT requiring IT access: Contracts not requiring access to CCAD LAN shall be subject to installation access requirements that include Rapid Gate and/or guest sponsorship. The COR shall provide the appropriate details and contact information.

**5.4. IT/IA Requirements:**

5.4.1. All contract employees with access to the CCAD network must be registered in the Army Training Certification Tracking System (ATCTS) at commencement of services. Contractors and associated subcontractor employees must also complete DoD IA Awareness Training before they can be granted access to the CCAD network and complete the training annually thereafter.

5.4.2. All contractors working IA/IT functions must comply with DoD and Army training requirements in DoD 8570.01, DoD 8570.01-M, and AR 25-2 within 6 months of employment.

5.4.3. Per DoD 8570.01-M, DFARS 252.239.7001, and AR 25-2, the contractor employees' supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification, as stipulated in DOD 8570.01-M, must be completed upon contract award.

**5.5. Foreign Nationals:**

5.5.1. Official Visits: All official foreign visits (visits sponsored by a foreign government) must be based on a legitimate need, be sanctioned by the appropriate foreign attaché or embassy, and approved through Department of Army channels. Access will be coordinated through the CCAD Foreign Disclosure Officer (FDO), COR, and respective NASCC/CCAD security offices.

5.5.2. Unofficial Visits: These are visits by foreign nationals that are not endorsed by a foreign government. The Contractor will submit a request for employee access, based on a legitimate need, to the appropriate COR. The COR will in turn notify the FDO of the request. Due to security considerations, requests for these types of visits should be kept to a minimum. Foreign nationals will require a government escort at all times while on CCAD property. The COR will ensure the foreign contractor employee provides a copy of their passport to NASCC and CCAD security offices, to ensure the appropriate background checks are completed. NOTE: Properly validated permanent resident alien registration card holders are exempt from this requirement.

5.6. Notifications: The following information will be submitted to the COR and the CCAD Security Manager on company letterhead, signed by the Contractor Facility Security Officer (FSO) within 15 days of awarding the contract. An updated listing shall be provided annually or when the company or an employee's status or information changes. Electronic equivalents are acceptable. The notification shall include:

- a) Name, address, and telephone number of company representatives.
- b) Employee's name, social security number, level of security clearance, and date of investigation.
- c) The contract number and contracting agency.
- d) The highest level of classified information to which Contractor employees require access.
- e) The location(s) of contract performance.
- f) The date contract performance begins and terminates.

5.7. Security Point of Contact: At no cost to the Government, the Contractor shall appoint a senior Contractor employee to serve as an on-site point of contact for any security concerns at the CCAD location. This may be a full time position or an additional duty position.

**5.8. Security Training:**

5.8.1. All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. 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 30 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at <https://atlevel1.dtic.mil/at>. (CDRL A011)

5.8.2. US-based contractor and subcontractor employees who are required to travel overseas in performance of their duties must receive government provided AT awareness training that is specific to the area of responsibility (AOR), as directed by AR 525-13. Specific AOR training content will be directed by the combatant commander and the unit ATO will ensure an applicable AT foreign travel briefing is provided to the contractor.

5.8.3. The contractor and all associated subcontractors shall brief all employees on the local iWATCH program. This locally 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. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees' commencing performance, with the results reported to the COR no later than 30 days after training completion. The Army OneSource website provides information on the iWatch program at <http://www.myarmyonesource.com/familyprogramsandservices/iwatchprogram/default.aspx>.

5.8.4. Those contractors who require a CAC Card and access to the CCAD network, they contractor must develop an OPSEC Standing Order Procedure (SOP)/Plan within 90 days of contract award, which will be reviewed by the CCAD OPSEC Officer for approval IAW AR 530-1, Operations Security. The SOP/Plan must identify CCAD's critical information, why it needs to be protected, where it is located, who's responsible for it, and how to protect it. In addition, the contract must appoint an OPSEC Coordinator and ensure this individual achieves OPSEC Level II certification IAW AR 530-1 para 2-3.

5.8.5. IAW AR 530-1, new contractor and associated subcontractor employees who require a CAC Card and access to the CCAD network must complete Level I OPSEC training within 30 calendar days of reporting for duty. In addition, all contractor and associated subcontractors must complete annual OPSEC awareness training.

5.9. Pass and Identification Items: The Contractor shall obtain the pass and identification items for employees and Contractor owned vehicles required for contract performance.

5.10. Retrieving Identification Media: The Contractor shall retrieve all identification media, including vehicle passes from employees who depart for any reason before the contract expires; e.g. terminated for cause, retirement, etc. and surrender to security or the COR as appropriate.

5.11. Weapons, Firearms, and Ammunition: Contractor employees are prohibited from possessing weapons, firearms, or ammunition, on themselves or within their Contractor-owned vehicle or privately-owned vehicle while on CCAD.

5.12. Safeguarding Classified or Sensitive Information: Any material marked as Top Secret, Secret, Confidential, For Official Use Only (FOUO) Freedom of Information Act (FOIA), Privacy Act Information, or any other restrictively marked material discovered by the Contractor or Contractor employees will be surrendered at the earliest opportunity to any military or DOD employee of the installation. Under no circumstances will the Contractor retain such material. The Contractor and all Contractor employees will execute a SF 312, Classified Information Non-Disclosure Agreement or equivalent CCAD Non-Disclosure Agreement as directed or required.

5.12.1. Classified: Visitor Groups will safeguard classified information IAW DoD 5200.1-R, DoD Information Security Program, AR 380-5, Department of the Army Information Security Program, AR 380-49, Industrial Security Program, and other directives deemed necessary by the Servicing Security Activity (SSA)

5.12.2. Information Systems (IS): All Contractor personnel will protect and restrict access to all documentation (i.e. maps, test and evaluation results, vulnerability assessments, audits, results, or findings) describing operational IS architectures, designs, configurations, vulnerabilities, address listings, or user information.

5.12.3. FOR OFFICIAL USE ONLY (FOUO): The Contractor shall comply with DoD 5400.7-R, Chapter 4, DoD Freedom of Information Act (FOIA) Program requirements and AR 25-55, Chapter III and Chapter IV, The Department of the Army Freedom of Information Act Program. These regulations set forth policy and procedures for the disclosure of records to the public and for marking, handling, transmitting, and safeguarding FOUO material.

5.12.4. Privacy Act: All data associated with this task is covered by the Privacy Act of 1974, Title 5 of the U.S. Code, Section 552a and applicable CCAD rules and regulations. Violation of the Act may involve the imposition of criminal penalties. Therefore, all Contractor personnel assigned shall take appropriate actions to prevent unauthorized disclosure of Privacy Act information.

5.12.5. Operation Security (OPSEC): Contractor personnel must protect information that has been designated as critical to the CCAD mission from disclosure. Critical information will only be disseminated on a "need-to-know" basis and not be discussed in public areas such as hallways, bathrooms, eateries, smoke shacks, or any off-base gathering locations. Contractor employees will not pass critical information over unsecured telephones, facsimiles, and/or e-mail outside of the CCAD firewall. Contractor employees will not post critical information on the web, personal "blogs," or where it is visible to visitors or the public.

5.12.6. Proprietary Information: Information and materials developed at CCAD are considered business sensitive and must be protected from unauthorized disclosure. This information is the sole property of CCAD and must not be revealed or used except in contract performance. Distribution is limited to authorized US Government agencies and identified Contractors. Contractor personnel must receive prior authorization from the CCAD Public Affairs Officer (PAO) to disseminate CCAD information.

5.13. Reporting Requirements: Contractor personnel shall report to an appropriate authority any information or circumstances of which they are aware may pose a threat to the security of personnel, resources, and classified or unclassified defense information. Contractor employees shall be briefed by their immediate supervisor upon initial on-base assignment.

5.14. Physical Security: The Contractor shall be responsible for safeguarding all Government property and controlled forms provided for Contractor use. At the end of each work period, all Government facilities, equipment, and materials shall be secured.

5.15. Key Control: The Contractor shall establish and implement methods of making sure all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the Government.

5.15.1. The Contractor shall immediately report to security, the Quality Assurance Evaluator (QAE), and Program Manager any occurrences of lost or duplicated keys.

5.15.2. In the event keys, other than master keys, are lost or duplicated, the Contractor may be required, upon written direction of the contracting officer, to re-key or replace the affected lock or locks at no cost to the Government. The Government may, however, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such assistance from payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from payment due the Contractor.

5.15.3. The Contractor shall prohibit the use of keys, issued by the Government, by any persons other than the Contractor's employees and the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in performance of contract work requirements in those areas.

5.16. Lock Combinations: The Contractor shall control access to all Government provided lock combinations to preclude unauthorized entry. The Contractor is not authorized to change lock combinations without written approval by the Government Program Manager. Records with written combinations to authorized secure storage containers, secure storage rooms, or certified vaults, shall be marked and safeguarded at the highest classification level as the classified or sensitive material maintained inside the approved containers or room.

5.17. Other Responsibilities:

5.17.1. Traffic Rules and Regulations: All personnel will abide by all traffic and parking rules and regulations. Failure to abide may result in issuance of Government citations.

5.17.1.2. Permission to park company support vehicles within the perimeters of the job must be approved in advance by the COR and Security. Company support vehicles must have company identification.

5.17.2. Identification: CCAD requires Contractor personnel wear a Government issued identification badge provided by CCAD. Safety restrictions may require the pass to be removed while working, but it must be worn in plain view, above the waist, when away from the job site. Failure to do so is a violation of security regulations and may result in disciplinary action.

5.17.3. Visitors: Contractor personnel must clear all visitors in advance through the COR. This includes Contractor personnel and personal guests. All foreign national visitors will be identified to the appropriate authorities, be based on a legitimate need, and are only allowed at the discretion of the installation commander.

5.17.4. Photography: All photographic or video equipment must be cleared in advance through the COR and personnel must be issued a Camera Pass from PAO.

5.17.4.1. Photographs, video, drawings, blueprints, or any other type of rendering or measurements unrelated to contract performance of sensitive areas, such as critical resources, controlled or restricted areas, or other areas deemed sensitive by the Government is strictly prohibited. The Government reserves the right to seize equipment used for unauthorized purposes and the employee and/or Contractor may be debarred from the base, detained, reported and/or remanded to civilian authorities, or have other sanctions placed against them.

5.17.4.2. Transfer of digitized or electronic photographs, video, drawings, blueprints, or any other type of rendering or measurements must be coordinated/requested through the CCAD information assurance office.

5.17.5. Weekends /After Duty Hours: Notice of weekend/after duty hours scheduled work must be submitted to Security through the COR. Personnel working weekend or after duty hours must check in and out with Security. Building access support to job sites must be arranged with the COR. Keys to areas are obtained by the COR. Requesting areas to be unlocked by personnel other than contract representatives is not authorized.

5.17.6. Barricades/Construction Areas:

5.17.6.1. Designating construction areas is Contractor's responsibility and must be coordinated in advance through the COR, Safety, CCAD Fire Marshall, and CCAD Security. Work (construction) areas will be secured at the end of each day. All doors and windows must be closed and locked, and lights and electrical equipment turned off.

5.17.6.2. All Contractor property locks and keys must be properly secured. The Government is not responsible for personal property left unattended or unsecured.

5.17.6.3. CCAD Security is to be notified of all emergencies, accidents, disturbances, etc. (as soon after the event as is reasonably possible) or requests for Security related assistance. CCAD Security will make the appropriate calls for proper authorities.

5.17.6.4. All personnel will abide by all applicable safety procedures and responsibilities. Smoking in areas other than authorized areas located throughout the Depot is prohibited.

5.17.6.5. Opening or blocking doors, entering non-job related areas without permission or clearance, or removing tools or other Government equipment without proper permission is not permitted. Government buildings and property will not be left unattended and unsecured.

## **6.0 IT AND INDUSTRIAL SYSTEM REQUIREMENTS**

6.1 Physical Environment Specifications: Any equipment provided shall be able to operate in the environment it will be placed within. Temperature, humidity, and the use of harsh chemicals or liquids in designated installation areas may dictate the use of appropriate National Electrical Manufacturers Association (NEMA) rated enclosures and certified equipment. These same conditions will dictate the use of rugged peripheral equipment. Cabinets containing “industrial computer systems” shall meet with the following specifications: they shall maintain an average maximum internal operating temperature of less than 95 degrees Fahrenheit with a sustained average external temperature of up to 115 degrees Fahrenheit. The cabinets shall also provide for a maximum internal average humidity of 80% when the external average humidity is 98%.

6.2 Computer Hardware Specifications: All modified industrial computer systems installed at CCAD must be connected to and communicate through the CCAD Industrial Local Area Network (ILAN). Standard desktop Industrial computer systems will be provided by the Corpus Christi Army Depot (CCAD). If CCAD is providing the computer systems, the contractor shall provide CCAD IT with a detailed list of required equipment specifications. CCAD will use these specifications to determine whether the use of a standard system is feasible. When CCAD cannot provide the required hardware (e.g. rack mounted and integrated systems) the contractor shall provide them. If the contractor is providing the computer systems, they must meet the following minimum requirements:

- 1) Intel Core i5-5675C or better
- 2) System clock speed must be 3.3 Ghz or better
- 3) Random Access Memory must be 8GB or better (1DIMM)
- 4) Windows Aero-capable graphics card with 1GB VRAM
- 5) 500GB SATA drive with 16MB cache
- 6) DVD-RW/CD-RW
- 7) RJ-45 and Wireless capable Network Interface Card (NIC)

6.3 Peripheral equipment will be capable of generating data output onto a dedicated computer system through either a standard serial cable connection (e.g. USB, RS-232) or an Ethernet connection. If an Ethernet connection is used to interconnect a dedicated PC to peripheral equipment, the contractor shall supply an extra Network Interface Card (NIC). The NIC must have a RJ-45 port to allow an ANSI Standard 802.3, 100Base-T, or an IEEE 802.3ah, 1000Base-T Ethernet connection which supports the full Transmission Control Protocol/Internet Protocol (TCP/IP) stack implemented by firmware.

6.4 Operating System (OS) Specifications: The OS must be Microsoft Windows 7, Windows Server 2012R2, or RedHat Linux version 5. Any OS supplied with the system must contain all necessary service packs, updated patches, and hot fixes.

6.5 Army Gold Master: The Army Golden Master (AGM) is a collection of security settings for Microsoft Operating systems that must be applied to all Army computer systems. The AGM will be supplied to the contractor by CCAD. The contractor is responsible for the installation of the AGM and ensuring their software runs as intended.

6.6 Security Technical Implementation Guides (STIGs): STIGs are the configuration standards for the Department of Defense and contain technical guidance to lock down Information Systems (IS) 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.

6.7 System Software Specifications: Industrial systems are required to interact with other network resources on the CCAD ILAN. These systems shall be capable of connecting to and communicating through a windows based network and must operate using domain-level user accounts through Active-Directory. 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 CCAD Information Technology personnel. All software products shall employ a minimum of three permission based levels of access.

- 1) *Administrator* - Full control at root level, restricted to CCAD IT personnel and when required, the contractor or vendor
- 2) *Maintenance* - Mid-level control required to perform maintenance and alter control parameters as needed
- 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

6.8 Software Installations: Any application code installed at CCAD must be installed in a standard container (i.e., Program Files) and be 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, HTML) must be separated.

6.9 Software Licensing: All licensing for computers, control units e.g., Programmable Logic Controllers, or 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.

6.10 If applications such as McAfee Anti-Virus or any other application will interfere with the operation of the system, then a written statement must be provided to the CCAD IT Directorate explaining the technical restrictions.

6.11 Prior to acceptance, if the software has been customized for CCAD's use or is 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 have been tested and fully operational.

6.12 If any special programming software or programming software interface devices (such as hardware "keys", dongles or "PIC" modules) were required to access software, these programs and devices shall be included along with necessary registration information. If custom application software was written and provided, a copy of the required compiler and compiler license shall be provided as well. At acceptance, all these items shall become property of the government. Any software or hardware purchased for this project shall be registered to Commander, Corpus Christi Army Depot, Corpus Christi, Texas 78419.

6.13 Certificate of Networkiness (CoN). Networkiness 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, JTA-A standards compliance, communications and information manpower, training, logistics support, schedule, and funding). The contractor shall work with CCAD IT Department personnel to ensure a Certificate of Networkiness is requested and all documentation is submitted.

6.14 Programmable Logic Controllers (PLC)'s: Any PLC installed at CCAD shall be manufactured by Allen Bradley and must provide an Ethernet Connection to allow for connection to the Industrial Network. If an Ethernet connection is used to interconnect the PLC to peripheral equipment an additional Ethernet Port must be provided.

6.15 Documentation Requirements: A complete set of instruction manuals shall be provided that contain all the information necessary to operate, maintain, and reinstall all software and hardware in the system. Step by Step instructions shall be provided to facilitate the rebuilding of the system in the event of a fatal system crash. The vendor or contractor shall also provide network design drawings to both the Information Technology Industrial Automation group and Information Technology Operations Division. These drawings should include complete data flow diagrams which are sufficient for system familiarization and troubleshooting. The vendor or 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 CCAD IT

employees. The vendor or contractor shall also provide electrical wiring diagrams for all installed control systems to the CCAD Industrial Automation group.

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