

<b>REQUEST FOR QUOTATIONS</b> (THIS IS NOT AN ORDER)			This RFQ <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a small business-small purchase set aside		<b>PAGE 1 OF 43 PAGES</b>	
1. REQUEST NO. <b>SPRMM1-20-Q-YA44</b>		2. DATE ISSUED <b>2019 DEC 06</b>		3. REQUISITION/PURCHASE REQUEST NO. <b>19296-0062</b>		4. CERT.FOR NAT.DEF. UNDER BDSA REG.2 AND/OR DMS REG.1
5A. ISSUED BY <b>DLA MARITIME - MECHANICSBURG DLR PROCUREMENT OPS DLA-ZI P. O. BOX 2020, 5450 CARLISLE PIKE MECHANICSBURG PA 17055-0788</b>						6. DELIVERY BY (Date) <b>150 DAYS</b>
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls) <b>J. MCCOLLUM (717)550-3247 Z1AA4</b>						7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE						9. DESTINATION (Consignee and address, including ZIP Code)  <b>SEE SCHEDULE</b>
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS (Date)  <b>2019 DEC 23</b>			11. BUSINESS CLASSIFICATION (Check appropriate boxes) a. Standard Industrial Classification Code _____ b. Small Business Size Standard _____ c. <input type="checkbox"/> SMALL <input type="checkbox"/> OTHER THAN SMALL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED			

**IMPORTANT:** This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

12. SCHEDULE					
ITEM NO. (a)	SUPPLIES/SERVICES (B)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
<b>FOR EASE OF PROCESSING, PLEASE RETURN THIS SHEET WHEN MAILING YOUR QUOTE.</b>					
13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CLAENDAR DAYS %

**NOTE:** Additional provisions and representations ☒ are ☐ are not attached.

14. NAME AND ADDRESS OF QUOTER (Street, city, country, State and ZIP Code)		15. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	16. DATE OF QUOTATION
		17. NAME AND TITLE OF SIGNER (Type or Print)	18. TELEPHONE NO. (Include area code)

# CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

SPRMM1-20-Q-YA44

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OF

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PAGES

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>NSN 7HH 4320-01-507-2940 PUMP UNIT,CENTRIFUG      SHELF LIFE 0-00 FOR REFERENCE ONLY 10941      998-1110-B-02 SEE TECHNICAL REQUIREMENTS IN SECTIONS C, D, E, AND ATTACHMENTS</p> <p>HM QUP ICQ PMT CD PM WM CUD CT UC LP IC UCL SP MK PACK UNIT PKWT UNIT PKCU OPI N 001 000 ZZ 1 00 ZZ ZZ Z ZZ A 00 A 00      FFF      0.0      0.000 A</p> <p>SUP PKG: ZZ = PACKAGE PER MIL-P-16789</p> <p>PACKAGING IS IN ACCORDANCE WITH MIL-STD-2073</p>				
0001AA	<p>SHIP TO N00104-20-X-0752      W25GIU TP: 3</p>	3	EA		
0001AB	<p>OPTION QTY UP TO 100% OF ITEM 0001</p> <p>NOTES: An option provision is included in the event the Government has an additional requirement after issuance of the award. This will authorize the Government to add the additional quantity, up to the percentage cited, to the order, via modification without having to resolicit.</p> <p>It is requested that pricing be submitted on the option provision.</p> <p>OPTION Unit Price \$ _____</p> <p>OPTION Validity Timeline 180 DAYS Gov't preference - Max delivery timeline</p> <p>Evaluation for the award will be based on the lowest total price submitted for the total quantity including the option provision.</p> <p>SOLICITATION NOTES: THIS SOLICITATION IS BEING ISSUED UNDER SPECIAL EMERGENCY PROCUREMENT AUTHORITY. IUID IS NOT REQUIRED.</p> <p>Military packaging is required. Government source inspection is required.</p> <p>To ensure DLA continues delivering products and services at the most</p>				

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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PAGES

NAME OF OFFEROR OR CONTRACTOR

NAVSUP WEAPONS SYSTEMS SUPPORT  
ITEM NO. SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

economical cost, DLA Land and Maritime has initiated a Material Cost Reduction Initiative. To support this initiative, please be advised, the Government is seeking to reduce material pricing by as much as 10% per NSN on this solicitation. Please consider the Government's objective when supplying your company's offer.

Drawings and Technical data are not available from the government. All contractual documents (i.e. contracts, purchase orders, task orders, delivery orders and modifications) related to the instant procurement are considered to be "issued" by the Government when copies are either deposited in the mail, transmitted by facsimile, or sent by other electronic commerce methods, such as email. The Government's acceptance of the contractor's proposal constitutes bilateral agreement to "issue" contractual documents as detailed herein.

## NOTICE TO CONTRACTOR'S PROVIDING SURPLUS MATERIAL:

A surplus material certificate and label MUST accompany your quotation for surplus/new surplus/new manufactured surplus material. ALL surplus material MUST have traceability back to a Government contract in order to be considered for award. Without this information we are unable to determine when the Government purchased and inspected the item and therefore, we cannot be assured of technical acceptability.

If submitting your quotation via EDI, a faxed or e-mail copy of the surplus certificate, along with a photo of the box and label MUST be sent to the buyer ASAP.

It is recommended that vendors become a NECO trading partner and receive automated notifications from NECO (Navy Electronic Commerce Online) when contracts/modifications are issued by DLA Maritime/NAVSUP WSS Mechanicsburg and posted on EDA. To become a trading partner, contact the NECO help desk at 800-503-6326 (8am-5pm ET) or email by clicking on NECO Support at <https://www.neco.navy.mil/> and include the following information with your request: CAGE Code, Company name and address and POC with phone number and email address.

Contractors can view their orders, contracts and modifications at the Electronic Document Access (EDA) web site:  
<http://eda.ogden.disa.mil/eda/about.htm>  
It is recommended that contractors register on EDA at:  
[http://eda.ogden.disa.mil/eda/index\\_regis.htm](http://eda.ogden.disa.mil/eda/index_regis.htm)

[jennifer.mccollum@dlamail](mailto:jennifer.mccollum@dlamail)

INSPECTION AT ORIGIN  
ACCEPTANCE AT ORIGIN

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED SPRMM1-20-Q-YA44		PAGE 4	OF 43 PAGES
NAME OF OFFEROR OR CONTRACTOR					
NAVSUP ITEM NO.	WEAPONS SYSTEMS SUPPORT SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POC FAX: (717) 550-3231 POC EMAIL: JENNIFER.MCCOLLUM@DLA.MIL				

**PART I - THE SCHEDULE  
SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS**

**WSSTERMBA00  
CONTACT INFORMATION**

When a DCMA office is shown on a Contract/Purchase Order, the Administrative Contracting Officer (ACO) is the primary point of contact and all inquiries shall initially be directed to that office for necessary action. PLEASE REFER TO THE FRONT PAGE BOX 7.

FOR ALL OTHER inquiries and correspondence directed to the Post Award PCO/Contract Specialist should be addressed as follows:

Code: ( <TBD> ) Weapon System LRC: ( <TBD> )  
Telephone: ( <TBD> )  
E-Mail: ( <TBD> )

In the event that the listed PCO contact information is no longer valid and a follow-on PCO cannot be identified, contact itimp.wss.fct@navy.mil.

**WSSTERMBZ04  
IMPORTANT NOTICE REGARDING HAZARDOUS MATERIAL**

FAR clause 52.223-3, Hazardous Material Identification and Material Safety Data, is incorporated by reference in Section I in this solicitation and required offerors to--

- (1) identify any hazardous material (defined in FED STD 313 as an item or chemical which is a "health or physical hazard" per OSHA in 29 CFR 1910.1200) that will be delivered under a resultant contract, and
- (2) provide a Material Safety Data Sheet meeting OSHA/FED STD 313 requirements for all hazardous material identified.

While not an all-inclusive listing of hazardous material, at a minimum, any item with a four-digit Federal Supply Code (FSC), which correlates to the first four positions of the National Stock Number (NSN), of 6810, 6820, 6830, 6840, 6850, 7930, 8010, 8030, 8040, 9110, 9135, 9140, 9150, or 9160 is considered hazardous material and requires submission of a Material Safety Data Sheet or an appropriate representation that there is no hazardous material contained in the item.

Failure to provide the required information and documentation may render you ineligible for award. If you have questions about whether a solicited item is classified as hazardous, contact the NAVSUP WSS HAZMAT point of contact, NAVSUP WSS Code 0772, at (717)605-1361. (10-06)

**PART I - THE SCHEDULE  
SECTION C  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**CLIN: 0001  
NIIN: 015072940  
ITEM NAME: PUMP UNIT,CENTRIFUG**

**ACTIVITY USE ONLY: TDP VERSION NO.: 003**

**1. SCOPE**

1.1 This contract/purchase order contains the requirements for manufacture and the contract quality requirements for the PUMP UNIT,CENTRIFUG .

**2. APPLICABLE DOCUMENTS**

2.1 Applicable Documents - The document(s) listed below form a part of this contract/purchase order including modifications or exclusions.

2.1.1 "Document References" listed below must be obtained by the Contractor. Ordering information is included as an attachment to this contract/purchase order.

**3. REQUIREMENTS**

3.1 Cage Code/Reference Number Items - The PUMP UNIT,CENTRIFUG furnished under this contract/purchase order shall be the design represented by Cage Code(s) reference number(s). Cage \_\_\_\_\_ ref. no. <10941 \_\_\_\_\_ 998-1110-B-02

>

3.2 Marking - This item shall be physically identified in accordance with <MIL-STD-130, REV N, 16 NOV 2012> .

3.3 Changes in Design, Material Servicing, or Part Number - Except for a Code 1 change, which shall be processed as provided in the code statement shown below, no substitution of items shall be made until the NAVICP-MECH Contracting Officer has notified and approval has been given by issuance of a written change order. When any change in design, material, servicing or part number is made to replace or substitute any item to be furnished on this contract/purchase order, the Contractor shall furnish, for the substituting/replacement item, a drawing and an explanation of the reason for the change, explaining the reason therefor. If finished detail drawings are not available, shop drawings in the form used by the manufacturer will be acceptable for Government evaluation. When notifying the Procurement Contracting Officer of the reasons for making substitutions, the type of change shall be indicated by code number in accordance with one of the following statements:

Code 1: PART NUMBER CHANGE ONLY - If the Manufacturer's Part Number indicated thereon has changed, but the parts are identical in all respects, supply the item and advise NAVICP-MECH immediately of the new part number.

Code 2: Assembly (or set or kit) not furnished - Used following detail parts.

Code 3: Part not furnished separately - Use assembly.

Code 4: Part redesigned - Old and new parts are completely interchangeable.

Code 5: Part redesigned - New part replaces old. Old part cannot replace new.

Code 6: Part redesigned - Parts not interchangeable.

**252.211-7005****SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)**

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at: [http://guidebook.dcmam.mil/20/guidebook\\_process.htm](http://guidebook.dcmam.mil/20/guidebook_process.htm) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:\_\_\_\_\_

Facility:\_\_\_\_\_

**252.211-7005 (CONT)**  
**SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)**

Military or Federal  
 Specification or Standard:\_\_\_\_\_

Affected Contract Line Item  
 Number, Subline Item Number,  
 Component, or Element:\_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror:

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

**PART I - THE SCHEDULE**  
**SECTION D**  
**PACKAGING AND MARKING**

CLIN: 0001  
 NIIN: 015072940  
 ITEM NAME: PUMP UNIT,CENTRIFUG

ACTIVITY USE ONLY: TDP VERSION NO.: 003

**5. PACKAGING**

5.1 Preservation, Packaging, Packing and Marking – Preservation, Packaging, Packing and Marking shall be in accordance with the Contract/Purchase Order Schedule and as specified below.

**MIL-STD 2073 PACKAGING APPLIES AS FOUND ELSEWHERE IN THE SCHEDULE**

**252.211-7006**  
**PASSIVE RADIO FREQUENCY IDENTIFICATION (MAR 2018)**

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

"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

"Bulk commodities" means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

"Case means" either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

Electronic Product Code (EPC) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC Tag Data Standards will define the length and position of this data, without defining its content.

"EPCglobal" means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

**252.211-7006 (CONT)**  
**PASSIVE RADIO FREQUENCY IDENTIFICATION (MAR 2018)**

"Exterior container" means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 standard.

Radio frequency identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

- (b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that --
- (i) Are in any of the following classes of supply, as defined in DoD Manual 4140.01, Volume 6, DoD Supply Chain Materiel Management Procedures: Material Returns, Retention, and Disposition:
- (A) Subclass of Class I - Packaged operational rations.
  - (B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
  - (C) Class IIIP - Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
  - (D) Class IV - Construction and barrier materials.
  - (E) Class VI - Personal demand items (non-military sales items).
  - (F) Subclass of Class VIII - Medical materials (excluding pharmaceuticals, biologicals, and reagents - suppliers should limit the mixing of excluded and non-excluded materials).
  - (G) Class IX - Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and:
- (ii) Are being shipped to one of the locations listed at [http://www.acq.osd.mil/log/sci/RFID\\_ship-to-locations.html](http://www.acq.osd.mil/log/sci/RFID_ship-to-locations.html) or to--
- (A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--
  - (B) The following location(s) deemed necessary by the requiring activity:

Contract, Sub, or Exhibit Line	Location	City	State	DoDAAC
_____	_____	_____	_____	_____
tag placement specifications.	_____	_____	_____	_____

- (2) The following are excluded from the requirements of paragraph (b)(1) of this clause:
- (i) Shipments of bulk commodities.
  - (ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

- (c) The Contractor shall --
- (1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;
  - (2) Use passive tags that are readable; and
  - (3) Ensure that the passive tag is affixed at the appropriate location third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable. on.



**252.211-7006 (CONT)**  
**PASSIVE RADIO FREQUENCY IDENTIFICATION (MAR 2018)**

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC Tag Data Standards in effect at the time of contract award. The EPC Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal subscriber and possesses a unique EPC company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located in the DoD Suppliers' Passive RFID Information Guide at <http://www.acq.osd.mil/log/sci/ait.html>. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaginghouse is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

**WSSTERMDZ03**  
**PRESERVATION, PACKAGING, PACKING AND MARKING**

The contractor shall preserve, package, pack and mark all items as specified below. For the purposes of these terms, marking refers to marking and labeling of the packaging and not the item itself. Where specifications are cited herein the latest revision of that specification shall apply.

**1. PRESERVATION REQUIREMENTS**

a. SYSTEM STOCK SHIPMENTS – The contractor shall preserve all items intended to enter the military distribution system (stock) in accordance with the MIL-STD-2073-1, "Standard Practice for Military Packaging", Packaging Requirements Code specified in the Schedule. When a Specialized Preservation Code/Method of Preservation (MOP) (Table J-1a) is specified, and one or more of the following packaging fields (WM, CUD, CT, UC) value is a 00 (numeric), the Specialized Preservation/MOP procedure and materials takes precedence. Disregard the LP field and third digit of the PACK field and use the Unit Container Level (UCL) to identify the level of packing protection the unit container meets for packing requirements. When HM = D, the item is regulated in accordance with 49 CFR; for transportation; when HM = N the item is not regulated.

1) When a specified packaging material has an associated Qualified Products List (QPL), the contractor shall use only packaging materials produced by a manufacturer listed on the applicable QPL. Barrier materials that have QPLs are MIL-PRF-131, MIL-PRF-81705, MIL-PRF-22191, MIL-PRF-3420 and MIL-PRF-22019. Sources for QPL material can be obtained from the Qualified Products Database at: <http://qpldocs.dla.mil/>.

b. IMMEDIATE USE/INSTALLATION AND PART NUMBER BUY SHIPMENTS–Government PCO or ACO approval is required to use the packaging standards outlined in this paragraph. Any national stock numbered (NSN) item required for immediate use (used or consumed within 7 days of receipt) or direct installation, or part numbered item shall be preserved and packed in accordance with ASTM D3951, "Standard Practice for Commercial Packaging", for all shipments to a Continental United States (CONUS) government activity or contractor-owned facility. All material destined for overseas shipment (OCONUS) shall be preserved in accordance with MIL-STD-2073-1.

c. GOVERNMENT-OWNED MATERIAL – In the event that the contract expires, is terminated, or completed, and Government-owned material is to be returned to the supply system, the contractor shall preserve and package this material in accordance with the requirements of paragraph 1.a.

**2. PROTECTION FROM DEGRADATION DUE TO ELECTROSTATIC (ES)/ELECTROMAGNETIC (EM) FORCES**

a. When ASTM D3951 is authorized for packaging and the item is considered ESD Sensitive (ESDS), protection shall be in accordance with ANSI/ESD S20.20-2014, "For the Development of an ESD Control Program for – Protection of Electrical and Electronic Parts, Assemblies and Equipment (Excluding Electrically Initiated Explosive Devices)."

b. When MIL-STD-2073-1 is specified and the preservation method code (PMT) in the solicitation does not specify ESD/EM protection (PMT = GX) and the offeror's proposed item of supply is subject to degradation from ES/EM forces, offerors shall provide recommended packaging data with their proposals/quotes.

**3. PACKING REQUIREMENTS – The contractor shall pack as follows:**

Domestic Shipments (CONUS): Level B

Overseas Shipments (OCONUS) (including Navy ships at sea):

Via air, FPO, APO Level B

Via freight forwarder Level B

**WSSTERMDZ03 (CONT)**  
**PRESERVATION, PACKAGING, PACKING AND MARKING**

Via Surface

Level A

Exterior shipping containers for Packing Levels A and B are listed in MIL-STD-2073-1, Appendix C, Table C.II. Long-life reusable containers, and wood containers are shipping containers and do not require overpacking for shipment.

4. MARKING REQUIREMENTS - All unit, intermediate and shipping containers shall be marked in accordance with MIL-STD-129. In addition, the following specific requirements apply:

a. ADDITIONAL MARKING FOR SPARES ONLY - Each MIL-STD-129 label shall also include the following:

- 1) Procurement Instrument Identifier (PIID) - the 13-digit contract order number,
- 2) Contract Line Item Number (CLIN) - the 4-digit individual line item number (e.g. 0001, 0002, etc.),
- 3) SubCLIN - the 6-digit sub line item number (e.g. 0001AA, 0001AB, 0002AA, 0002AB, etc.).

b. DEPOT LEVEL REPAIRABLE (DLR) LABELS

1) Items identified with a Cognizance (COG) Code of either "7" or an even number preceding the NSN (e.g. 7RH 5826-014289999) are defined as Depot Level Repairable (DLR) items. DLR items require that a DLR label be placed on the outside of the unit, intermediate close to the bar code label as possible and shipping containers as

EXCEPTION: When a DLR item requires use of both a reusable inner unit container and a reusable outer shipping and storage container (excluding wood and fiberboard), only the inner unit container shall be affixed with a DLR label. In these cases only, DLR labels shall NOT be placed on the outer reusable container.

2) Labels are available via the Naval Forms Online website:

<https://forms.documentservices.dla.mil/order/>. The website will advise the procedures for ordering and establishing an account.

NSN	DESCRIPTION	Quantity	APPLICATION	FORM NUMBER
0108LF5055300	DLR Label 2in.x3in.	100	Unit Container	NAVSUP 1397-1
0108LF5055000	DLR Label 3in.x5in.	100	Intermediate	NAVSUP 1397

Labels may also be obtained by faxing a copy of the contract page containing the DLR label requirement to 215-697-2424.

c. SPECIAL MATERIAL IDENTIFICATION CODE (SMIC) FOR NAVSUP WSS MARITIME REQUIREMENTS ONLY

1) Certain Program-related items are identified by a two-position SMIC, which appears as a suffix to the NSN (e.g. 1H 4730 009001317 L1), and require special markings. Containers shall be marked with letters, maximum two inches high on two (2) sides and two (2) ends as follows:

SMIC	MARKINGS	COLOR	TYPE CONTAINER
L1	LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
S1	SURFACE LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
D4/D5/D7	DSS-SOC	RED	Unit, intermediate and shipping (size permitting)
C1*	LEVEL 1 Special CLEAN 02-N2	GREEN	Unit, intermediate and Shipping
CP/VG*	SPECIAL CLEAN 02-N2	GREEN	Unit, intermediate and shipping
D0/D6/D8*	DSS-SOC SPECIAL CLEAN 02-N2	GREEN	Unit, intermediate and Shipping

**WSSTERMDZ03 (CONT)**  
**PRESERVATION, PACKAGING, PACKING AND MARKING**

VU	FBW SFCC VU	BLUE	Unit, intermediate and shipping (size permitting)
SW	FBW SFCC SW	Blue	Unit, intermediate and shipping (size permitting)
Q3/Q5	Q3 or Q5	RED	Unit, intermediate and shipping

\*denotes Oxygen Clean requirements in accordance with MIL-STD-1330 "Precision Cleaning and Testing of Shipboard Oxygen, Helium, Helium-Oxygen, Nitrogen, and Hydrogen Systems"

5. PALLETIZATION. Palletization of shipments shall be accomplished in accordance with MIL-STD-147 "DOD Standard Practice: Palletized Unit Loads." Failure to meet these palletization/packaging requirements and measures, without written waiver from the PCO or ACO, may result in charges back to the contractor for repalletization and/or repackaging of items. Pallets shall conform to the requirements of Americal National Standards Institute, Inc., Material Handling-MH1-2016, Pallets, Slip Sheets, and Other Bases for Unit Loads. MH1-2016 may be obtained at the following website: <http://www.mhi.org>.

a. General Purpose Unit Loads - For unit loads weighing up to 1500 pounds pallets conforming to MH1-2016, Part No. MH1/9-02SW4048 shall be used for unit loads weighing up to 3,000 pounds pallets conforming to MH1/9-03W4048 shall be used; and for unit loads weighing up to 4,000 pounds pallets conforming to MH1/9-10BW4048 shall be used.

b. Hazardous Material Unit Loads - Unless otherwise specified in the contract or purchase order hazardous material containers, except cylinders and 55 gallon drums, shall be palletized utilizing MH1-2016 Part No. MH1/9-07SW4848 pallets.

Use of commercial pallets that do not meet the above requirement is prohibited.

6. WOOD PACKAGING MATERIAL (WPM). All shipments under this contract/order must be treated and marked in accordance with the International Standards for Phytosanitary Measure Guidelines for Regulating Wood Packaging Material in International Trade (ISPM 15) regardless of their destination.

a. For all WPM furnished under this contract the contractor shall ensure the American Lumber Standards Committee (ALSC) approved mark is applied to every shipment regardless of destination.

b. Failure to comply with the requirements of ISPM 15 may result in refusal, destruction or treatment of WPM at the point of receipt and the associated costs charged back to the contractor.

7. NAVY SHELF LIFE PROGRAM. Navy shelf-life requirements are listed under the item description in a 3-digit alpha/numeric code. Position one (1) is the DOD shelf-life code, defining the type of shelf-life for an item (Type I, non-extendible or Type II, extendible), and the number of months an item can remain ready for issue in a Navy specified package. Positions two (2) and three (3) combined form the Navy-unique shelf-life action codes used by storage activities, and do not impose any requirements on the contractor. The contractor shall use the applicable shelf-life paragraphs and table in MIL-STD-129 to apply either Type I or Type II shelf-life markings to an item's unit, intermediate and shipping containers. Contractors will ensure that at least eighty-five percent (85%) of the Navy shelf-life requirement for the item is remaining when received by the first government activity.

8. REUSABLE NSN CONTAINERS An item that has an NSN assigned in the "Container NSN" field (e.g . 8145 012622982) requires shipment in a reusable shipping and storage container.

a. REUSABLE CONTAINERS FOR NAVSUP WSS, MARITIME ITEMS - Reusable NSN containers for maritime material (designated by a COG Code of "7E", "7G" and "7H") shall be provided as contractor-furnished material (CFM).

(b) REUSABLE CONTAINERS FOR NAVSUP WSS, AVIATION REQUIREMENTS ITEMS - Reusable NSN containers (excluding fiberboard and most wood) for aviation material (designated by a COG Code of "7R", "6K" or "0R") shall be provided as government-furnished material (GFM). Fast pack containers will not be provided as GFM. To obtain GFM reusable containers, the contractor must submit the Container Request Form available at [https://www.navsup.navy.mil/site/public/wss/documents/business\\_opps/local\\_claus\\_es\\_contracts/container\\_request\\_form.pdf](https://www.navsup.navy.mil/site/public/wss/documents/business_opps/local_claus_es_contracts/container_request_form.pdf). Email the completed form to NAVSUPCRF.fct@navy.mil at least 90 days prior to the anticipated shipping date (monthly for repair contracts). If the Navy's Container Management Area (CMA) informs the contractor that containers are unavailable, the following alternate packaging requirements apply. The unavailability of reusable containers shall not be an excusable reason for delivery delay.

c. The stock-numbered, long-life, reusable containers identified herein as GFM are property of the U.S. Navy and only shall be used to fulfill orders from the Navy and U.S. Marine Corps; these containers shall not be used to fulfill orders from the U.S. Army, U.S. Air Force, any other agency of the U.S. Government or Foreign Military Sales

**WSSTERMDZ03 (CONT)**  
**PRESERVATION, PACKAGING, PACKING AND MARKING**

(FMS) customer.

**ALTERNATE PACKAGING REQUIREMENTS FOR ITEMS ASSIGNED THE FOLLOWING CONTAINERS**

Container NSN	Container Part Number (80132)	Alternate Packaging Code IAW MIL-STD-2073-1
8145 002609548	P069-2	
8145 002609556	P069-1	GX10000LTBED
8145 002609559	P069-3	QUP = 001)
8145 002609562	P069-4	(ICQ = 000)
8145 010124088	P069-6	
8145 010140440	P069-5	
8145 011644073	P069-7	
8145 012622982	15450-1	If MOP/PMT = GX,
8145 012622983	15450-2	GX100K3GHFED
8145 012622984	15450-3	(QUP = 001)
8145 012622985	15450-4	For all other MOPs/PMTs
8145 012622986	15450-5	51100EAGHFED
8145 012622987	15450-6	(QUP = 001)
8145 012622988	15450-7	(ICQ = 000)

All excess empty reusable shipping and storage containers shall be turned-in to the nearest Container Reuse and Refurbishment Center (CRRC). CRRC locations/points of contact : Program Manager - 215-697-2063

Norfolk, VA 757-445-9099 ext. 124	Yokosuka, JAPAN - 011-81-46-816-6304
Cherry Point, NC - 252-466-2331	Lemoore, CA - 559-998-0220
Jacksonville, FL - 904-542-1014	Okinawa, JAPAN - 011-81-46-816-6304
San Diego, CA - 619-545-8360	Iwakuni, JAPAN - 011-81-46-816-6304
Puget Sound, WA - 360-476-9777	Bahrain - 318-439-9553

**9. REUSABLE NSN CONTAINERS FOR FOREIGN MILITARY SALES (FMS), JOINT PROGRAM OFFICE (JPO) OR OTHER FOREIGN FORCES ACQUISITION**

a. Reusable shipping and storage containers shall be provided Contractor-Furnished Material (CFM), unless otherwise specified.

b. Contractors may tender offers including alternate, non-reusable, packaging methods and be considered responsive.

**10. HAZARDOUS MATERIALS.** This section applies when items to be delivered under this contract are considered hazardous materials as defined by the Title 49 Code of Federal Regulations (CFR) FED-STD-313, or by the Government's technical representative.

a. Packaging and marking for hazardous materials shall comply with applicable requirements for Performance Oriented Packaging (POP) contained in 49 CFR and the international modal regulations. All performance test requirements shall be supported by test certificates and reports attesting to the date and the results obtained from performance oriented packaging testing. The contractor shall be responsible for assuring that sources providing performance testing services are registered with the U.S. Department of Transportation (DOT). The contractor's signed certification that the packaged configuration meets the applicable modal regulation shall be incorporated on the Wide Area Workflow Receiving Report (WAWF RR), DD Form 250, Material Inspection and Receiving Report, or other related acceptance documents if a WAWF RR, DD Form 250 is not used. The Shipper's Declaration for Dangerous Goods (SDDG) must be included for all air shipments if required. All test certificates, reports and training records shall be available for inspection by authorized Government representatives for a period of three years.

b. When a contract/order for hazardous material requires shipment to a military aerial port or through a military container consolidation point including DODAACs SW3225, SW3123, SW3142, N45627, FB4427, FB9150, FB4497, FY8910, FY9125, FB4418, FY4462, FB4484, FY4494, those shipments shall comply with NAVSUP PUB 505/AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipment.

**11. SAFETY DATA SHEETS.** As required by clauses FAR 52.223-3 "Hazardous Material Identification and Material Safety Data" and DFARS 252.223-7001 "Hazard Warning Labels" the offeror is required to list any hazardous material to be delivered under the resultant contract by the submission of Safety Data Sheets (SDSs) and Globally Harmonized System (GHS) compliant product labels, when applicable, to the NAVSUP WSS or DLA Contracting Officer prior to award. An electronic copy in PDF format of the SDS and GHS product label must also be emailed to NAVSUP WSS Code N242 at hazmat.navsupwss@navy.mil. Please include the NSN, CAGE, Part Number, contract number, and point of contact for hazardous material questions in the body of the email.

**WSSTERMDZ03 (CONT)**  
**PRESERVATION, PACKAGING, PACKING AND MARKING**

**12. REPACKAGING TO CORRECT PACKAGING DEFICIENCIES**

a. Notwithstanding inspection and acceptance by the Government of items furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor guarantees that the preservation, packaging, packing and marking (PPP&M), and the preparation of, and method of shipment of such items will conform to the requirements of this contract.

b. Items that do not conform to the PPP&M requirements of this contract may have a supply discrepancy report (SDR, SF-364) written against the contractor.

c. The Government may at the option of the PCO or ACO, correct PPP&M deficiencies, without prior contractor notification, and require an equitable adjustment in the contract price to cover labor and material when corrective actions are warranted, or return the non-conforming material to the contractor for repackaging at the contractor's expense.  
 (10-18)

**PART I - THE SCHEDULE**  
**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**CLIN: 0001**  
**NIIN: 015072940**  
**ITEM NAME: PUMP UNIT,CENTRIFUG**

**ACTIVITY USE ONLY: TDP VERSION NO.: 003**

**4. QUALITY ASSURANCE**

4.1 Responsibility for Inspection - Unless otherwise specified in the contract/purchase order, the Contractor is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified in the contract/purchase order, the Contractor may use his own or any other facilities suitable for the performance of the inspection requirements specified herein, unless disapproved by the Government. The Government reserves the right to perform any of the inspections set forth in the specification where such inspections are deemed necessary to assure supplies and services conform to prescribed requirements.

4.2 Responsibility for Compliance - All items must meet all requirements of this contract/purchase order. The inspection set forth in this specification shall become a part of the Contractor's overall inspection system or quality program. The absence of any inspection requirements shall not relieve the Contractor of the responsibility of assuring that all products or supplies submitted to the Government for acceptance comply with all requirements of the contract/purchase order. Sampling in quality conformance does not authorize submission of known defective material, either indicated or actual, nor does it commit the Government to acceptance of defective material.

4.3 Records - Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of contract/purchase order and for a period of 365 calendar days after final delivery of supplies.

**52.246-15**  
**CERTIFICATE OF CONFORMANCE (APR 1984)**

**52.246-16**  
**RESPONSIBILITY FOR SUPPLIES (APR 1984)**

**52.246-2**  
**INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)**

This clause is incorporated by reference with the same force and effect as if it were given in full text.

( < > ) Alternate I (JUL 1985) applies when a fixed-price incentive contract is contemplated.

( < > ) Alternate II (JUL 1985) applies when a fixed-ceiling-price contract with retroactive price redetermination is contemplated.

**WSSTERMEZ05**  
**INSPECTION AND ACCEPTANCE OF SUPPLIES**

< > 1. Inspection of Supplies shall be performed at the contractor location shown on Page One by the Contract Administration Office (CAO) also shown on Page One, unless otherwise specified below:

< > Manufacturing Site at < > by the Manufacturing Site CAO < > .

< > Subcontractor's Sites at < > by the Subcontractor Site CAO < > .

## WSSTERMEZ05 (CONT)

## INSPECTION AND ACCEPTANCE OF SUPPLIES

- < > Packaging Site at < > by the Packaging Site CAO < > .  
 < > DCMA Naval Special Emphasis Operations < > .

< > 2. Final Acceptance of Supplies and Packaging shall be performed at the contractor's location on Page One by the Contract Administration Office (CAO) also shown on Page One, unless otherwise specified below:

- < > Manufacturing Site at < > by the Manufacturing Site CAO < > .  
 < > Subcontractor's Site at < > by the Subcontractor Site CAO < > .  
 < > Packaging Site at < > by the Packaging Site CAO < > .  
 < > DCMA Naval Special Emphasis Operations < > .  
 < > Destination.

< > 3. Inspection and Acceptance of Supplies will be performed by the consignee at Destination. (4-15)

**PART I - THE SCHEDULE  
SECTION F  
DELIVERIES OR PERFORMANCE**

52.211-8

## TIME OF DELIVERY (JUNE 1997)

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

Required Delivery Schedule		
Item No.	Quantity	Within Days After Date of Contract
< >	< >	< >
< >	< >	< >
< >	< >	< >
< >	< >	< >
< >	< >	< >

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

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Item No.	Quantity	Within Days After Date of Contract
----------	----------	--

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the

**52.211-8 (CONT)**  
**TIME OF DELIVERY (JUNE 1997)**

day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding

- (1) five calendar days for delivery of the award through the ordinary mails, or
- (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

< > Alternate I (Apr 1984). If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date of award, the contracting officer may substitute the following paragraph (b) for paragraph (b) of the basic clause. The time may be expressed by substituting "on or before"; "during the months"; or "not sooner than or later than" as headings for the third column of paragraph (a) of the basic clause.

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by < > (Contracting Officer insert date). Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

< > Alternate II (Apr 1984). If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date the contractor will receive notice of award, the contracting officer may substitute the following paragraph (b) for paragraph (b) of the basic clause. The time may be expressed by substituting "within days after the date of receipt of a written notice of award" as the heading for the third column of paragraph (a) of the basic clause.

(b) The delivery dates or specific periods above are based on the assumption that the successful offeror will receive notice of award by < > (Contracting Officer insert date). Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the Contractor receives notice of award; provided, that the Contractor promptly acknowledges receipt of notice of award.

< > Alternate III (Apr 1984). If the delivery schedule is to be based on the actual date the contractor receives a written notice of award, the contracting officer may delete paragraph (b) of the basic clause. The time may be expressed by substituting "within days after the date of receipt of a written notice of award" as the heading for the third column of paragraph (a) of the basic clause.

**52.247-29**  
**F.O.B. ORIGIN (FEB 2006)**

**52.247-61**  
**F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS (APR 1984)**

**52.247-65**  
**F.O.B. ORIGIN, PREPAID FREIGHT-SMALL PACKAGE SHIPMENTS (JAN 1991)**

**PART I - THE SCHEDULE**  
**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**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).

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

"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 Webb 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.

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

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

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

- (iii) For customary progress payments based on costs incurred, submit a progress payment request.
- (iv) For performance based payments, submit a performance based payment request.
- (v) For commercial item financing, submit a commercial item financing request.

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

(f) (Note: The Contractor may use a WAWF combo document type to create some combinations of invoice and receiving report in one step.)



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

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

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

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

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

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

(g) WAWF point of contact.

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

( < > )(Contracting Officer: Insert applicable information or "Not applicable.")

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

**PART I - THE SCHEDULE**  
**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**DLATERMHZ01**  
**CO3 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (SEP 2016)**

(1) By submitting a quotation or offer, the contractor agrees that, when the contractor is not the manufacturer of the item, it is confirming that it currently has or will obtain before delivery and shall retain documented evidence (supply chain traceability documentation) that the item is from the approved manufacturer and conforms to the technical requirements. The retention period is five years after final payment under this contract.

(2) At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or national stock number, manufacturing source, manufacturing sources Commercial and Government Entity (CAGE) code, and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to item(s) acceptance by the Government. The documentation should also include, where available, the manufacturer's batch identification for the time(s), such as date codes lot codes, or serial numbers.

(3) Examples of acceptable supply chain traceability documentation can be found at:

**DLATERMHZ01 (CONT)****CO3 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (SEP 2016)**

[http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit -Detection-Avoidance-Program/](http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/)

(4) The contractor shall immediately make available documentation upon request of the contracting officer. The contracting officer determines the acceptability and sufficiency of documentation. If the contractor fails to retain or provide the documentation or the contracting officer finds the documentation to be unacceptable, corrective action may be taken including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

**SUPTXT203-1106-1****NAVY USE OF ABILITYONE SUPPORT CONTRACTOR - RELEASE OF OFFEROR INFORMATION (3-18)**

NAVSUP < > (activity) may utilize contractor support through the AbilityOne Program, as needed, to perform contract closeout functions for this acquisition. Information, including business sensitive/confidential or proprietary data, that the offeror provides to the Government or information already in the possession of the Government may be viewed and utilized by the AbilityOne Program support contractor personnel during the course of its contract performance. The information that may be made available to the support contractor may include, for example, pricing and technical proposals, historical contract pricing and performance information, Commercial Asset Visibility (CAV) reporting information and similar data/information.

By submission of a proposal in response to this solicitation, the offeror and its subcontractors consent to a release of their business sensitive/confidential or proprietary data to the Government's AbilityOne Program support contractor will have in place with the Government a Non-Disclosure/Non-Use Agreement in accordance with the terms of the AbilityOne Program support contract.

Offerors may execute their own Non-Disclosure Agreement with the AbilityOne Program (AbilityOne contact information available from the contracting point of contact). The support contractor must provide copies of the executed agreements to the Contracting Officer and the Contracting Officer's Representative (COR) for the support contract; and the offeror/contractor for this acquisition must provide copies of the executed Agreement to the Contracting Officer for this acquisition. If the offeror/contractor seeks such a Non-Disclosure Agreement with the AbilityOne Program support contractor, the Agreement must be executed no later than the date of final delivery under the resulting NAVSUP < > (activity) contract.

**DLATERMHZ03****LO4 OFFERS FOR PART NUMBERED ITEMS (SEP 2016)**

(a) For part numbered items, identified in the item description only by the name of an approved source (CAGE code), a part number, and a brief description.

Exact product applies to contract line-item(s) (CLIN(s)): \_\_\_\_\_  
CAGE code \_\_\_\_\_ part number \_\_\_\_\_

Alternate product applies to CLIN(s): \_\_\_\_\_  
CAGE code \_\_\_\_\_ part number \_\_\_\_\_

Superseding part number applies to CLIN(s): \_\_\_\_\_ CAGE code \_\_\_\_\_ part number \_\_\_\_\_  
Identify reason for superseding part number:  
Administrative P/N change only: Yes \_\_\_ No \_\_\_  
Minor change/No change in configuration: Yes \_\_\_ No \_\_\_

Previously-approved product applies to CLIN(s): \_\_\_\_\_  
Contract or Solicitation Number: \_\_\_\_\_  
CAGE code \_\_\_\_\_ part number \_\_\_\_\_

Correction to CAGE/Part Number applies to CLIN(s) \_\_\_\_\_  
CAGE code in error/same corporation, different division Yes \_\_\_ No \_\_\_  
CAGE code in error/sold to different corporation Yes \_\_\_ No \_\_\_

Part number not recognized Yes \_\_\_ No \_\_\_  
Obsolete part number Yes \_\_\_ No \_\_\_  
Other Yes \_\_\_ No \_\_\_

(b) Exact product means a product described by the name of an approved source and its corresponding part number cited

**DLATERMHZ03 (CONT)****LO4 OFFERS FOR PART NUMBERED ITEMS (SEP 2016)**

in the item description; and manufactured by, or under the direction of, that approved source. An offeror of an exact product must meet one of the descriptions below.

- (1) An approved source offering its part number cited in the item description;
- (2) A dealer/distributor offering the product of an approved source and part number cited in the item description;
- (3) A manufacturer who produces the offered item under the direction of an approved source; and has authorization from that approved source to manufacture the item, identify it as that approved source's name and part number, and sell the item directly to the Government.
- (4) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (3) above.

**(c) Alternate product.**

(1) The offeror must indicate that an alternate product is being offered if the offeror is any one of the following:

- (i) An offeror who manufactures the item for an approved source cited in the item description, but does not have authorization from the approved source to identify it as the approved source part number and sell the item directly to the Government;
- (ii) A dealer/distributor offering the product of a manufacturer that meets the description in (i) above;
- (iii) An offeror of a reverse-engineered product that is not cited in the item description; or
- (iv) An offeror whose product does not meet the criteria of exact product, superseding product or previously approved product.

(2) An offer of an alternate product is an alternate offer.

(d) The offeror must indicate that a superseding part number is being offered if the offered item otherwise qualifies as an exact product, except that the part number cited in the item description has been superseded due to an administrative part number change with no change in configuration of the item.

(e) The offeror must indicate that a previously-approved product is being offered if the product offered has previously been delivered to the Government or otherwise previously evaluated and approved.

(f) Correction to CAGE/Part Number Cited in the Item Description Submitted by offeror to notify the Government if there is a CAGE code error: same corporation/different division; sold to different corporation; part number not recognized; obsolete part number; other.

**(g) Traceability documentation.**

(1) The contracting officer may request evidence of the technical acceptability of the product offered.

**\*\*THE EVIDENCE MUST BE SUBMITTED WITHIN 2 DAYS, OR AS OTHERWISE SPECIFIED, OR THE OFFER WILL NOT BE CONSIDERED.\*\***

(2) For offers of exact product, offerors other than the approved manufacturing source must retain evidence and provide the traceability evidence of the identity of the item and its manufacturing source when requested by the contracting officer.

(i) If offered item(s) are not in stock or not yet manufactured a copy of an original quotation from the approved source to the offeror identifying exact item cited in item description and a quantity sufficient to satisfy the solicitation requirement.

(ii) If offered item(s) are shipped or in stock, a copy of invoice on approved source's letterhead; or a copy of packing slip which accompanied shipment from approved source to offeror. The invoices and packing slips must identify exact item cited in item description and a quantity sufficient to satisfy the solicitation requirement.

(iii) If the offeror is an authorized dealer/distributor, or manufactures the item for an approved source, a copy of the contractual agreement with, or the express written authority of, the approved source to buy, stock, repackage, sell, or distribute the part. The agreement must specifically identify the exact item, or otherwise ensure that the offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product specific, the offeror must furnish additional documentation to address the exact item being acquired.

(iv) Other verifiable information.

(1) For superseding part number, the offeror may be requested to furnish evidence to establish that there are no changes in the configuration of the part.

(2) For previously approved products, upon request of the contracting officer, the offeror must furnish the contract, solicitation, source approval request (SAR) package, or letter of approval under which the product was previously furnished or approved.

**(h) Alternate offer data.**

(1) The contracting officer may request drawings, specifications, or other data necessary to clearly describe the characteristics and features of an alternate offer. Data submitted shall cover design, materials, performance, function, interchangeability, inspection or testing criteria, and other characteristics of the offered product. The

**DLATERMHZ03 (CONT)****L04 OFFERS FOR PART NUMBERED ITEMS (SEP 2016)**

contracting officer may also request drawings and other data covering the design, materials, etc., of the exact product cited in the item description if the Agency does not possess data sufficient to evaluate the alternate product.

**\*\*THE DATA MUST BE SUBMITTED WITHIN 10 DAYS, OR AS OTHERWISE SPECIFIED, OR THE OFFER WILL NOT BE CONSIDERED.\*\***

(2) If the alternate product is a reverse-engineered product, the offeror shall provide: technical documentation to establish that the offered item represents the exact item specified in the item description (i.e., invoice from an approved source or submission of samples having markings of an approved source); number of samples that were examined; the process/logic used; raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; any additional evidence that indicates the reverse-engineered item will function properly in the end item; and any evidence that life cycle/reliability considerations have been analyzed.

**(j) Evaluation of alternate offers.**

If the solicitation does not provide for evaluation of alternate offers for the current procurement, the offeror may submit a request for evaluation of the alternate products technical acceptability for future procurements of the same item. The request for evaluation shall cite the national stock number (NSN) of the exact product and include the applicable level of technical data. The level of technical data that the Government has available for use to evaluate the acceptability of an alternate product offered, and the corresponding level of technical data that must be furnished with an offer of alternate product, will be identified in the item description and/or via correspondence with the contracting officer.

**WSSTERMHZ07****GOVERNMENT SOURCE APPROVAL REQUIRED PRIOR TO AWARD**

The subject item requires Government source approval prior to contract award, as the item is flight critical and/or the technical data available has not been determined adequate to support acquisition via full and open competition. Only the source(s) previously approved by the Government for this item have been solicited. The time required for approval of a new source is normally such that award cannot be delayed pending approval of a new source.

If you are not an approved source you must submit, together with your proposal, the information detailed in the U.S. NAVUSP Weapons Systems Support Philadelphia Source Approval Information Brochure. This brochure identifies technical data required to be submitted based on: your company's experience in production of the same or similar item; or if this is an item you have never made. Brochures are available at <https://www.neco.navy.mil/sar.aspx> and <https://www.neco.navy.mil/sarr.aspx>.

If your request for source approval is currently being evaluated at NAVSUP WSS, submit with your offer a copy of the cover letter which forwarded your request for source approval.

Offers received which fail to provide all data required by the Source Approval Brochure or document previous submission of all data required by the Source Approval Brochure will not be considered for award under this solicitation. Please note, if evaluation of a source approval request submitted hereunder cannot be processed in time and/or approval requirements preclude the ability to obtain subject items in time to meet Government requirements, award of the subject requirement may continue based on fleet support needs. (06-07)

**PART II - CONTRACT CLAUSES  
SECTION I  
CONTRACT CLAUSES**

**52.204-7****SYSTEM FOR AWARD MANAGEMENT (OCT 2018)****252.225-7002****QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2017)****252.225-7016****RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)**

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

**252.225-7016 (CONT)  
RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)**

- (1) "Bearing components" means the bearing element, retainer, inner race, or outer race.
- (2) "Component," other than a bearing component, means any item supplied to the Government as part of an end product or of another component.
- (3) "End product" means supplies delivered under a line item of this contract.

(b) Except as provided in paragraph (c) of this clause --

(1) Each ball and roller bearing delivered under this contract shall be manufactured in the United States, its outlying areas, or Canada; and

(2) For each ball or roller bearing, the cost of the bearing components manufactured in the United States, its outlying areas, or Canada shall exceed 50 percent of the total cost of the bearing components of that ball or roller bearing.

(c) The restriction in paragraph (b) of this clause does not apply to ball or roller bearings that are acquired as --

- (1) Commercial components of a noncommercial end product; or
- (2) Commercial or noncommercial components of a commercial component of a noncommercial end product.

(d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7009-4 of the Defense Federal Acquisition Regulation Supplement.

(e) If this contract includes DFARS Clause 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, all bearings that contain specialty metals, as defined in that clause, must meet the requirements of that clause.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts, except those for --

- (1) Commercial items; or
- (2) Items that do not contain ball or roller bearings.

**252.225-7021  
TRADE AGREEMENTS-BASIC(DEC 2017)**

**52.213-4  
TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)  
(AUG 2019)**

52.213-4 is Incorporated by Reference (IBR).

**252.225-7036  
BUY AMERICAN --FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM - BASIC  
(DEC 2016)**

The basic clause at 252.225-7036 applies when the estimated value equals or exceeds \$100,000, but is less than \$191,000.

The clause with its Alternate I (NOV 2014) applies when the estimated value equals or exceeds \$25,000 but is less than \$77,533.

**252.232-7003  
ELECTRONIC SUBMISSION OF PAYMENT REQUESTS & RECEIVING REPORTS (DEC 2018)**

**252.225-7001  
BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM -BASIC (DEC 2017)**

**252.232-7010  
LEVIES ON CONTRACT PAYMENTS (DEC 2006)**

**52.219-28  
POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the

**52.219-28 (CONT)**  
**POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, OPTION TO EXTEND SERVICES, OR OTHER APPROPRIATE AUTHORITY.

"Small business concern" 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 contract, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-  
 (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and  
 (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at: <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following information: contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. (Contract to sign and date and insert authorized signer's name and title).

**252.203-7000**  
**REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)**

(a) Definition. "Covered DoD official," as used in this clause, means an individual that-  
 (1) Leaves or left DoD service on or after January 28, 2008; and  
 (2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served-  
 (A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;  
 (B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5,

**252.203-7000 (CONT)**  
**REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)**

United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

**252.225-7048**  
**EXPORT CONTROLLED ITEMS (JUNE 2013)**

**52.219-13**  
**NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)**

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

**252.204-7012**  
**SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING**  
**(OCT 2016)**

(a) Definitions. As used in this clause-

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F, using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is-

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the

**252.204-7012 (CONT)  
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING  
(OCT 2016)**

contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

"Cyber incident" means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within an information system.

"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapidly report" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and



**252.204-7012 (CONT)**  
**SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING**  
**(OCT 2016)**

Organizations (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractors requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractors ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractors network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

**252.204-7012 (CONT)  
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING  
(OCT 2016)**

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD-

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall-

- (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

**252.204-7012 (CONT)  
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING  
(OCT 2016)**

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

**252.204-7015  
NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016  
)**

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

"Computer software" means computer programs, source code, source code listing, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

"Litigation support" means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

"Litigation support contractor" means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, itation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received-- "Sensitive information" means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

"Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) Notice of authorized disclosures. Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received--

- (1) within or in connection with a quotation or offer; or
- (2) In the performance of or in connection with a contract.

(c) Flowdown. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

**52.222-20  
CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014)**

**52.211-5  
MATERIAL REQUIREMENTS (AUG 2000)**

**252.203-7002  
REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)**

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written

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

notice to the Contractor within <180 DAYS> (insert in the clause the period of time in which the Contracting Officer has to exercise the option). Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

**252.204-7003**  
**CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)**

**52.223-18**  
**ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**

**52.204-13**  
**SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)**

**52.219-6**  
**NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JAN 2019)(DEVIATION 2019-00003)**

(a) Definition. Small business concern, 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 size standards in this solicitation.

(b) Applicability. This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement.

(1) For a contract at or below the simplified acquisition threshold, a small business concern may provide the end item of any firm. For a contract exceeding the simplified acquisition threshold, a small business concern that provides an end item it did not manufacture, process, or produce, shall

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) Paragraph (d)(1) of this clause does not apply to construction or service contracts./

( < > ) Alternate I (Nov 2011). When the acquisition is for a product in a class for which the Small Business Administration has determined that there are no small business manufacturers or processors in market in accordance with 19.502-2(c), delete paragraph (d).

( < > ) Alternate II (Nov 2011). As prescribed in 19.508(c), substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) General.

(1) Offers are solicited only from small business concerns and Federal Prison Industries, Inc. (FPI). Offers received from concerns that are not small business concerns or FPI shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to either a small business concern or FPI.

**52.209-6**  
**PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)**

**252.225-7013**  
**DUTY-FREE ENTRY (MAY 2016)**

**252.246-7008**  
**SOURCES OF ELECTRONIC PARTS (MAY 2018)**

**52.222-50**  
**COMBATING TRAFFICKING IN PERSONS (FEB 2009)**

252.223-7008  
PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)

52.243-1  
CHANGES--FIXED PRICE (AUG 1987)

52.209-10  
PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATION (NOV 2015)

52.249-1  
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)(APR 1984)

52.232-23  
ASSIGNMENT OF CLAIMS (MAY 2014)

52.222-19  
CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)

52.204-9  
PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.223-3  
HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

52.222-21  
PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

52.204-18  
COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

52.204-19  
INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.204-22  
ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS  
SECTION J  
LIST OF ATTACHMENTS

CLIN: 0001  
NIIN: 015072940  
ITEM NAME: PUMP UNIT,CENTRIFUG

ACTIVITY USE ONLY: TDP VERSION NO.: 003

DOCUMENT NAME  
NOTES

EXHBT/ATTCHMNT  
ATTACHMENT 1

PART IV - REPRESENTATIONS AND INSTRUCTIONS  
SECTION K  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

252.203-7005  
REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all

**252.203-7005 (CONT)**  
**REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)**

covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

**252.204-7007**  
**ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUN 2019)**

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

\_\_\_\_(i) Paragraph (e) applies.

\_\_\_\_(ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the (SAM) database, are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus - Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment - Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities- Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)- Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: (Contracting Officer check as appropriate.)

( < X > ) (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

( < X > ) (ii) 252.225-7000, Buy American - Balance of Payments Program Certificate.

( < X > ) (iii) 252.225-7020, Trade Agreement Certificate.

( < > ) Use with Alternate I.

( < > ) (iv) 252.225-7031, Secondary Arab Boycott of Israel.

( < X > ) (v) 252.225-7035, Buy American-Free Trade Agreements-Balance of Payments Program Certificate.

( < > ) Use with Alternate I.

( < > ) Use with Alternate II.

( < > ) Use with Alternate III.

( < > ) Use with Alternate IV.

( < > ) Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by provision number, title, date). 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.

FAR/DFARS Provision #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

**252.209-7999**  
**REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004) (JAN 2012)**

**252.209-7999 (CONT)**  
**REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR**  
**A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004) (JAN 2012)**

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) 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 the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) 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 the 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.

(b) The Offeror represents that-

(1) 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.

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

**252.225-7000**  
**BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (NOV 2014)**

(a) Definitions. "Commercially available off-the-shelf (COTS) item", "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program -- Basic clause of this solicitation.

(b) Evaluation. The Government --

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payment Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program -- Basic clause of this solicitation, the offeror certifies that --

(i) Each end product, except those listed in paragraphs(c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
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(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of domestic end product:

Line Item Number	Country of Origin (If Known)
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**( < > ) BUY AMERICANBALANCE OF PAYMENTS PROGRAM CERTIFICATEALTERNATE I (NOV 2014)**

(a) Definitions. "Commercially available of the-the-shelf (COTS items," "component," domestic end product," "foreign end product," "qualifying country," "qualifying end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States." as used in this provision, have the meaning given in the Buy American and Balance of Payments Program -- Alternate I clause of this solicitation.

(b) Evaluation. The Government--

**252.225-7000 (CONT)****BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (NOV 2014)**

- (1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products or SC/CASA state end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.
- (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American and Balance of Payments Program-- Alternate I clause of this solicitation, the offeror certifies that--
- (i) Each end product, except those listed in paragraphs(c)(2) or (3) of this provision, is a domestic end product; and
- (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The offeror certifies that the following end products are qualifying country end products or SC/CASA state end products:

Line item Number

Country of Origin

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- (3) The following end products are other foreign endproducts, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of domestic end product:

Line Item Number

Country of Origin (If Known)

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**52.225-25****PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS (AUG 2018)****52.209-2****PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)****252.223-7001****HAZARD WARNING LABELS (DEC 1991)**

- (a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:
- (1) Federal Insecticide, Fungicide and Rodenticide Act;
  - (2) Federal Food, Drug and Cosmetics Act;
  - (3) Consumer Product Safety Act;
  - (4) Federal Hazardous Substances Act; or
  - (5) Federal Alcohol Administration Act.

- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.



**52.223-7001 (CONT)**  
**HAZARD WARNING LABELS (DEC 1991)**

MATERIAL (If None, Insert "None.")

ACT

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

**52.204-8**  
**ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2018)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is <333914> (insert NAICS code).

(2) The small business size standard is <750> (insert size standard).

(3) If the acquisition is set aside for small business and has a value above \$150,000, or is an 8(a), HUBZone, Service-Disabled Veteran-Owned, Economically Disadvantage Women-Owned, or Women-Owned Small Business set-aside or sole-source award regardless of dollar value, the small business size standard for a concern that submits an offer for a set-aside or sole-source award in accordance with part 19, other than on construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

\_\_\_\_(i) Paragraph (d) applies.

\_\_\_\_(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are areas law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and invitations for bids except those in which the place of performance is specified by the Government.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations Representation.

(vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for

**52.204-8 (CONT)**  
**ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2018)**

construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals Representation. This provision applies to solicitation that include the clause at 52.204-7.

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American Free Trade Agreements Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

< > (i) 52.204-17, Ownership or Control of Offeror.

< > (ii) 52.204-20, Predecessor of Offeror.

< > (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

< > (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

< > (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services- Certification.

< > (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA Designated Products (Alternate I only).

< > (vii) 52.227-6, Royalty Information.

< > (A) Basic.

< > (B) Alternate I.

< > (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below

(offeror to insert changes, identifying change by clause number, title, date).

Clause Number	Title	Date

**52.204-8 (CONT)  
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2018)**

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.

**52.204-16  
COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)**

**52.203-18  
PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL  
CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION (JAN 2017)**

**52.204-24  
REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE  
SERVICES OR EQUIPMENT (AUG 2019)**

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

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) Representation. The Offeror represents that--

It ( < > ) \_\_\_\_\_ will, ( < > ) \_\_\_\_\_ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

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

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

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

**252.209-7993  
REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR  
A FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2014 APPROPRIATIONS (DEVI  
ATION 2014-000009) (FEB 2014)**

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that--

(1) 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 the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where

**252.209-7993 (CONT)  
REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR  
A FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2014 APPROPRIATIONS (DEVI  
ATION 2014-000009) (FEB 2014)**

the awarding agency is aware of the conviction, unless the 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.

(b) The Offeror represents that-

- (1) 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,
- (2) It is ( ) is not ( ) a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**252.209-7994  
REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR  
A FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2014 APPROPRIATIONS  
(DEVIATION 2014-00004)(OCT 2013)**

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that-

- (1) 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 the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) 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 the 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.

(b) The Offeror represents that-

- (1) 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,
- (2) It is ( ) is not ( ) a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**52.209-7  
INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

- (1) The total value of all current, active contracts and grants, including all priced options' and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offer ( ) has ( ) does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information Systems (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information"

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

**52.209-7 (CONT)**  
**INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in-
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov>. (see 52.204-7).

**252.203-7996**  
**PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL**  
**CONFIDENTIALITY AGREEMENTS-REPRESENTATION (DEVIATION 2016-00003)(OCT 2015)**

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors 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.

b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors 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.

**252.204-7008**  
**COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)**

a) Definitions. As used in this provision -

"Controlled technical information," "covered contractor information system," "covered defense information," "cyber incident," "information system," and "technical information" are defined in clause 252.204-7012. Safeguarding Covered defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2) -

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), that are in effect at the time the solicitation is issued or as authorized by the contracting officer

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written

**252.204-7008 (CONT)**  
**COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)**

explanation of -

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

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

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

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

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

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

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

**52.225-20**  
**PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)**

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

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means--

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"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.

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

**52.207-4**  
**ECONOMIC PURCHASE QUANTITY-SUPPLIES (AUG 1987)**

**52.207-4 (CONT)**  
**ECONOMIC PURCHASE QUANTITY-SUPPLIES (AUG 1987)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically dvantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more dvantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**52.204-20**  
**PREDECESSOR OF OFFEROR (JUL 2016)**

(a) Definitions. As used in this provision-

"Commercial and Government Entity (CAGE) code" means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

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

(b) 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.

(c) If the Offeror has indicated "is" in paragraph (b) 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)

**WSSTERMKZ03**  
**PRICING INFORMATION FOR SIMPLIFIED ACQUISITION**

(a) To assist in determining whether the prices quoted under subject solicitation are "fair and reasonable," request the contractor provide: a copy of current catalog or established price list; a statement that the items are commercial; and/or pricing information on the most recent sale for the item or a similar item.

(b) Offerors are further requested to advise the Government buyer if they are in possession of any other Government or commercial solicitation or recent contract for any of the items being procured hereunder. (06-05)

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

**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

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

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 and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

FAR: [www.acquisition.gov](http://www.acquisition.gov)  
 DFARS: [www.acq.osd.mil/dpap/dars/dfarspgi/current/](http://www.acq.osd.mil/dpap/dars/dfarspgi/current/)

The text of all NAVSUP WSS text can be viewed in the solicitation, contract, or can be accessed electronically at:

[https://www.navsup.navy.mil/public/navsup/wss/pi\\_cd/](https://www.navsup.navy.mil/public/navsup/wss/pi_cd/)  
 Under NAVSUP WSS Local Terms.

The text of DoD Class Deviations may be accessed electronically at the following link:

[http://www.acq.osd.mil/dpap/dars/class\\_deviations.html](http://www.acq.osd.mil/dpap/dars/class_deviations.html)

**252.246-7003**  
**NOTIFICATION OF POTENTIAL SAFETY ISSUES (DEC 2018)**

**52.211-14**  
**NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PERPARDENESS, AND ENR**  
**GY PROGRAM USE (APRIL 2008)**

Any contract awarded as a result of this solicitation will be ( < > ) DX rated order, ( < X > ) DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS)((15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**252.215-7013**  
**SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2018)**

**WSSTERMLZ06**  
**CONSIGNMENT INSTRUCTIONS**

Consignment Addresses are readily available electronically at the DoD Activity Address Codes (DODAAC) website <https://www.daas.dla.mil/daasing/dodaac.asp?cu=d>

Contractors are to enter a specific DODAAC Code (i.e. N63126), then select "Scan Query."

Three addresses will appear:  
 TAC1=Mailing Address    TAC2=Shipping Address    TAC3=Billing Address

The TAC2 Shipping Address should always be used.  
 If it is missing for whatever reason, the contractor is authorized to use the TAC1 Mailing Address.

For Mobile Units and Ships, call the NAVSUP Weapon System Support (WSS) Fleet Locator at: Commercial 757-443-5434 or DSN 646-5434 (05-10)

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**252.213-7000**  
**NOTICE TO PROSPECTIVE SUPPLIERS ON USE OF SUPPLIER PERFORMANCE RISK SYSTEM IN**  
**PAST PERFORMANCE EVALUATIONS (MAR 2018)**

(a) The Supplier Performance Risk System (SPSR) application (<https://www.ppirssrng.csd.disa.mil/>) will be used in the evaluation of suppliers' past performance in accordance with DFARS 213.106-2(b)(i).



**252.213-7000 (CONT)  
NOTICE TO PROSPECTIVE SUPPLIERS ON USE OF SUPPLIER PERFORMANCE RISK SYSTEM IN  
PAST PERFORMANCE EVALUATIONS (MAR 2018)**

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

(c) The quality and delivery classifications identified for a supplier in Users Manual, set by the contracting officer to evaluate a suppliers past performance in conjunction with the suppliers references (if requested) and other provisions of this solicitation under the past performance evaluation factor. The Government reserves the right to award to the supplier whose quotation or offer represents the best value to the Government.

(d) SPRS classifications are generated monthly for each contractor and can be reviewed by following the access instructions in the SPRS Users Manual found at [https://www.ppirssrng.csd.disa.mil/pdf/PPIRS-SR\\_UserMan.pdf](https://www.ppirssrng.csd.disa.mil/pdf/PPIRS-SR_UserMan.pdf). Contractors are granted access to SPRS for their own classification only. Suppliers are encouraged to review their own classifications, the SPRS reporting procedures and classification methodology detailed in the SPRS User's Manual, and SPRS Evaluation Criteria available from the references at [https://www.ppirssrng.csd.disa.mil/pdf/SPRS\\_DataEvaluationCriteria.pdf](https://www.ppirssrng.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf). The method to challenge a rating generated by SPRS is provided in the User's Manual.

**52.217-5  
EVALUATION OF OPTIONS (JUL 1990)**

**52.247-47  
EVALUATION--F.O.B. ORIGIN (JUNE 2003)**

**WSSTERMMZO1  
EVALUATION CRITERIA AND BASIS FOR AWARD-**

The Government intends to make a award to the eligible, responsible, technically acceptable offeror whose offer, conforming to the solicitations, is determined most advantageous to the Government price and past performance considered. The offeror's proposal shall be in the form prescribed by, and shall contain a response to each of the area identified in the Section L solicitation provision entitled "Submission of Proposals." Only those proposals prepared in accordance with the solicitation will be evaluated. The evaluation will consider past performance as more important than price. The Government reserves the right to award the contract to other than the lowest priced offer.

(1) Past Performance. The will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP.

The Government, in addition to other information received, may utilize the DoD Past Performance Information Retrieval System-Statistical Reporting (PPIRS-SR) program to evaluate past performance. PPIRS-SR accumulates data on suppliers by Federal Supply Class (FSC). The Government will consider PPIRS-SR data for the Federal Supply Classes of all items included in this procurement. Based on comparisons among suppliers in a specific FSC group, PPIRS-SR sorts suppliers into color ratings representing the supplier's overall quality performance based on the following indices:

COLOR	POSITION
Dark Blue	Top 5% of suppliers in FSC group
Purple	Next 10% of suppliers in FSC group
Green*	Next 70% of suppliers in FSC group
Yellow	Next 10% of suppliers in FSC group
Red	Bottom 5% of suppliers in FSC group

(2) Price.  
Price is a secondary factor after past performance.  
( < > )

\* If all supplier ratings for a specific FSC group are equal, all suppliers within that group will be classified Green. Suppliers with no history in PPIRS-SR will be displayed without a rating and, for evaluation, receive a neutral rating.

**WSSTERMMZ01 (CONT)**  
**EVALUATION CRITERIA AND BASIS FOR AWARD-**

**DELIVERY:** Supplier delivery past performance is classified in PPIRS-SR by the supplier's percentage of on-time deliveries. On-time deliveries are calculated using the number of line items delivered and a weighting factor reflecting the length of time a delivery was overdue.

PPIRS-SR classifications are determined monthly for each supplier and can be reviewed at <http://www.ppirs.gov/>. Suppliers are granted access to review their own classifications. Offerors are encouraged to review their classifications and the PPIRS-SR methodology, reporting procedures and challenge procedures detailed in the PPIRS-SR Procedures Manual and Users Guide also available at <http://www.ppirs.gov/>. (04-15)

**WSSTERMMZ04**  
**EVALUATION FOR AWARD (LOWEST PRICED TECHNICALLY ACCEPTABLE)**

Award will be made to the responsible offeror submitting the lowest priced, technically acceptable offer. A technically acceptable offer is one in which the offeror complies with the instructions contained in Section L of the solicitation and does not take exception, nor object, to any of the terms of this solicitation. Offers that are not technically acceptable will not be considered for award. (10-01)

## CONSIGNMENT INSTRUCTIONS

NOTE: The activity codes listed below are used to identify the Activities which are to receive material. The activity code and the quantities to be shipped to each activity under this contract appear in the Schedule. DO NOT SHIP TO A WATER PORT OR AIR TERMINAL WITHOUT COMPLYING WITH THE CLEARANCE/MILSTAMP REQUIREMENTS OF CLAUSE FAR 52.247-52.

W25G1U Receiving Officer,  
W1A8 DLA DISTRIBUTION, DDSP NEW CUMBERLAND FACILITY, 2001 NORMANDY DRIVE DOOR 113 TO 134  
NEW CUMBERLAND, PA 17070-5002

CLIN: 0001  
 NIIN: 015072940  
 ITEM NAME: PUMP UNIT,CENTRIFUG

ACTIVITY USE ONLY: TDP VERSION NO.: 003

## 6. NOTES

6.1 Ordering Information for Document References - The Department of Defense Single Stock Point (DODSSP), Website <http://www.dsp.dla.mil/>, provides product information for the Department Of Defense Index Of Specifications and Standards (DODISS) (i.e. Military/Federal Specifications and Standards), Data Item Descriptions (DIDs), and other DODSSP Products. Most Specifications can be obtained directly from <http://quicksearch.dla.mil/>

A. Availability of Cancelled Documents - The DODSSP offers cancelled documents that are required by private industry in fulfillment of contractual obligations in paper format. Documents can be requested by phoning the Subscription Services Desk.

B. Commercial Specifications, Standards, and Descriptions - These specifications, standards and descriptions are not available from Government sources. They may be obtained from the publishers of the applicable societies.

C. Ordnance Standards (OS), Weapons Specifications (WS), and NAVORD OSTD 600 Pages - These type publications may be obtained by submitting a request to:

Commander, Indian Head Division, Naval Surface Warfare Center  
 Code 8410P, 101 Strauss Avenue  
 Indian Head, MD 20640-5035

D. On post-award actions, requests for "Official Use Only" and "NOFORN" (Not Releasable To Foreign Nationals) documents must identify the Government Contract Number, and must be submitted via the cognizant Defense Contract Management Command (DCMC) for certification of need for the document. On pre-award actions such requests must be submitted to the PCO for certification of need for the document.

E. NOFORN Military Specifications and Standards (including Amendments, Change Notices and Supplements, but NOT interim Changes) to be ordered from:

Contracting Officer  
 NAVSUP-WSS  
 Code 87321  
 5450 Carlisle Pike  
 P.O. Box 2020  
 Mechanicsburg, Pa. 17055-0788

F. Nuclear Reactor Publications Assigned NAVSEA Documents and Identification Numbers (i.e. NAVSEA Welding Standard, NAVSEA 250-1500-1) are to be ordered from:

Commanding Officer  
 NAVSUP-WSS  
 Code 009  
 5450 Carlisle Pike  
 P.O. Box 2020  
 Mechanicsburg, Pa. 17055-0788

G. Technical Manuals Assigned NAVSEA Identification Numbers (i.e. NAVSEA Welding And Brazing Procedure, NAVSEA S9074-AQ-GIB-010/248) are to be ordered from:

Commanding Officer  
 NAVSUP-WSS  
 Code 1 Support Branch  
 700 Robbins Avenue  
 Philadelphia, Pa. 19111-5094

H. Interim Changes and Classified Specifications must be obtained by submitting a request on DD Form 1425 to NAVSUP-WSS.

6.2 Notice To Distributors/Offerors - Consideration for award of contract shall be given only to authorized distributors of the original manufacturer's item represented in this solicitation. If you desire to be considered as a potential source for award of this contract, proof of being an authorized distributor shall be provided on company letterhead signed by a responsible company official and sent with your offer to the Procurement Contracting Officer.

6.3 In accordance with OPNAVINST 5510.1 all documents and drawings provided by the U.S. Navy to prospective Contractors must include a "Distribution Statement" to inform the contractor of the limits of distribution, and the

safeguarding of the information contained on those documents and drawings.

There are 7 (seven) separate distribution statement codes used for non-classified documents and drawings. The definition for each is as follows:

- A... approved for public release; distribution is unlimited.
- B... distribution authorized to US Government agencies only.
- C... distribution authorized to US Government agencies and their contractors.
- D... distribution authorized to DoD and DoD contractors only.
- E... distribution authorized to DoD Components only.
- F... further distribution only as directed by Commander, Naval Sea Systems Command, code 09T.
- X... distribution is authorized to US Government agencies and private individuals or enterprises eligible to obtain export controlled technical data in accordance with OPNAVINST 5510.161.

