

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)			This RFO <input type="checkbox"/> is <input checked="" type="checkbox"/> is not a small business-small purchase set aside		PAGE 1 OF 44 PAGES	
1. REQUEST NO. NO0104-22-Q-XA73		2. DATE ISSUED 2022 MAR 22		3. REQUISITION/PURCHASE REQUEST NO. 21323-0041 (FMS)		4. CERT.FOR NAT.DEF. UNDER BDSA REG.2 AND/OR DMS REG.1
5A. ISSUED BY NAVSUP WEAPON SYSTEMS SUPPORT MECH 5450 CARLISLE PIKE MECHANICSBURG PA 17050-2411						6. DELIVERY BY (Date) 30 DAYS
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls) T. CURFMAN (717)605-3080 N774.4						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) SEE SCHEDULE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS (Date) 2022 APR 06			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)
<p>FOR EASE OF PROCESSING, PLEASE RETURN THIS SHEET WHEN MAILING YOUR QUOTE.</p> <p>FMS</p>					
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

N00104-22-Q-XA73

PAGE

OF

2

44

PAGES

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN 7EH 5340-01-358-3990 COVER, ACCESS, GUID SHELF LIFE 0-00 FOR REFERENCE ONLY OPXV4 72D400071-1003 SEE TECHNICAL REQUIREMENTS IN SECTIONS C, D, E, AND ATTACHMENTS HM QUP ICQ PMT CD PM WM CUD CT UC LP IC UCL SP MK PACK UNIT PKWT UNIT PKCU OPI N 001 000 10 1 00 00 JC 0 ED A 00 0 00 EQQ 0.0 0.000 M PACKAGING IS IN ACCORDANCE WITH MIL-STD-2073				
0001AA	RQN: PEGD5N-0351-6107 SHIP TO TP: 1 PROJ: PEG003 MARK FOR: PEGD00 SUPPL ADDRESS: PA3LFK RDD: 132 FMS CASE: LFK	6	EA		
0001AB	RQN: PEGD5N-0351-6110 SHIP TO TP: 1 PROJ: PEG003 MARK FOR: PEGD00 SUPPL ADDRESS: PA3LFK RDD: 132 FMS CASE: LFK SOLICITATION NOTES: 1. This is an FMS buy. 2. The ultimate awardee of the proposed contract action must be an authorized supplier. Award of the proposed contract action will not be delayed while an unauthorized source seeks to obtain authorization. 3. Quotes shall be emailed to tyler.l.curfman.civ@us.navy.mil. INSPECTION AT ORIGIN ACCEPTANCE AT ORIGIN POC FAX: (717) 605-7317 POC EMAIL: TYLER.CURFMAN@NAVY.MIL	6	EA		

**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: (<N774.4>) Weapon System LRC: (<PFH>)
Telephone: (<(717) 605-3080>)
E-Mail: (<tyler.l.curfman.civ@us.navy.mil>)

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: 013583990
ITEM NAME: COVER, ACCESS, GUID

ACTIVITY USE ONLY: TDP VERSION NO.: 005

1. SCOPE

1.1 This contract/purchase order contains the requirements for manufacture and the contract quality requirements for the COVER, ACCESS, GUID.

2. APPLICABLE DOCUMENTS

2.1

DOCUMENT REFERENCES

SPEC NO.	SLASH NO.	PART NO	REV	DATE	DISTR CD	AMEND	CHG NTC	SUPP
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3. REQUIREMENTS

3.1 Cage Code/Reference Number Items - The COVER, ACCESS, GUID furnished under this contract/purchase order shall be the design represented by Cage Code(s) reference number(s). Cage _____ ref. no.
<0PXV4 72D400071-1003>

3.2 Marking - This item shall be physically identified in accordance with <MIL-STD-129, REV R, 24 May 2018> .

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.

3.4 Configuration Control - MIL-STD-973 entitled "Configuration Management", Paragraph 5.4.8, Configuration Control (Short Form Procedure), is hereby incorporated. The Contractor shall submit all Engineering Change Proposals in accordance with MIL-STD-973, Paragraph 5.4.8.2 and Appendix D. Requests for Deviations shall be processed in accordance with MIL-STD-973, Paragraph 5.4.8.3 and Appendix E. Requests for Waivers shall be processed in accordance with MIL-STD-973, Paragraph 5.4.8.4 and Appendix E. (Original and two copies shall be submitted to Contracting Officer, NAVICP-MECH, P. O. Box 2020, Mechanicsburg Pa. 17055-0788.)

3.5 Mercury Free - The material supplied under this contract/purchase order is intended for use on submarines/surface ships and therefore shall contain no metallic mercury and shall be free from mercury contamination. Mercury contamination of the material will be cause for rejection.

If the inclusion of metallic mercury is required as a functional part of the material furnished under this contract, the Contractor shall obtain written approval from the Procurement Contracting Officer before proceeding with manufacture. The contractor's request shall explain in detail the requirements for mercury, identify specifically the parts to contain mercury, and explain the method of protection against mercury escape. Such a request will be forwarded directly to the Procurement Contracting Officer with a copy to the applicable Government Inspector. Upon approval by the Contracting Officer, the vendor will provide a "Warning Plate" stating that metallic mercury is a functional part of the item and will include name and location of that part.

The use of mercury, mercury compounds, or mercury-bearing instruments and/or equipment in a manner which might cause contamination in the manufacture, assembly, or test of material on this contract is prohibited. The most probable causes of contamination are direct-connected manometers, mercury vacuum pumps, mercury seals, or the handling of mercury in the immediate vicinity. Mercury switches, mercury in glass thermometers, standard cells and other items containing mercury may be used if they are located so as not to constitute a contamination hazard.

If external contamination by metallic mercury occurs or is suspected, the following test may be used to determine whether contamination by metallic mercury exists or whether corrective cleaning measures have been effective. Enclose the equipment in a polyethylene bag or close-fitting airtight container for eight hours at room temperature (70 degrees F minimum). Sample the trapped air and if mercury vapor concentration is 0.01 mg/cu meter or more, the material is mercury contaminated insofar as the requirements of this contract are concerned.

These requirements shall be included in any subcontract or purchase order hereunder and the Contractor shall insure SubContractor compliance with these requirements.

Technical questions pertaining to these requirements shall be referred to the Procurement Contracting Officer via the cognizant Administrative Contracting Officer. For background, the following information is provided:

Mercury is corrosive to gold, silver, nickel, stainless steels, aluminum and copper alloys. Stainless steels, nickel, and copper alloys are widely used in reactor plants and other submarine/surface ship systems. Accidental trapping of mercury in a component could cause serious damage to vital parts. Mercury is also toxic if inhaled, ingested, or absorbed through the skin. It is evident that grave consequences could result from small amounts of mercury vapor present in an unreplenished submarine/surface ship atmosphere.

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

CLIN: 0001
NIIN: 013583990
ITEM NAME: COVER, ACCESS, GUID

ACTIVITY USE ONLY: TDP VERSION NO.: 005

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

252.211-7003

ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

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

"Concatenated unique item identifier" means-

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

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

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

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

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html

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

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

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

"Government's unit acquisition cost" means-

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

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

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

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

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

252.211-7003 (CONT)
ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

identifier.

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

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

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

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

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

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

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

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

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

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

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

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used.

The current list of accepted unique item identifier types is maintained at
http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

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

(c) Unique item identifier.

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

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

Contract Line, Subline, or

Exhibit Line Item Number

Item Description

< >	< >
< >	< >
< >	< >
< >	< >

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

252.211-7003 (CONT)
ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

the Schedule or the following table:

Contract Line, Subline, Or Exhibit Line Item Number	Item Description
< >	< >
< >	< >
< >	< >
< >	< >

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

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number < > .

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

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

and

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

252.211-7003 (CONT)**ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)**

- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

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

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

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

(5) Enterprise identifier (if concatenated unique item identifier is used).**

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

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

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

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

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

(11) Description.

** Once per item.

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

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

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

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

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

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

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

252.211-7006**PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019)**

(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

252.211-7006 (CONT)
PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019)

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.

"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., woodenboxes 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: Materiel 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, reparable 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 https://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 Line, Subline, or Exhibit Line Item Number	Location	City	State	DoDAAC
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(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.

252.211-7006 (CONT)
PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019)

(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 on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(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.gs1.org/epc-rfid>.

(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 packaging house 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 cited below. Where specifications or standards are cited herein the latest revision of that specification or standard shall apply.

1. PRESERVATION REQUIREMENTS

a. SYSTEM STOCK SHIPMENTS - The contractor shall preserve all items intended to enter the military distribution system for 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. Contractors should 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 Title 49 Code of Federal Regulations (CFR); when HM = N the item is not regulated for transportation.

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 (authority granted to ship without NSN) 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 contractor's proposed item of supply is subject to degradation from ES/EM forces, contractors shall provide recommended packaging data with their proposals/quotes.

3. PACKING REQUIREMENTS - The contractor shall pack as follows:

WSSTERMDZ03 (CONT)

PRESERVATION, PACKAGING, PACKING AND MARKING

Domestic Shipments (CONUS): Level B

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

Via air, FPO, APO	Level B
VIA freight forwarder	Level B
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 which 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.), and
- 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, excluding 6A, 6H and 6X COGs (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 and shipping containers as close to the bar code label as possible.

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.

3) NAVSUP WSS authorizes contractors to create and print their own DLR labels. Labels shall follow the standard size and font options listed in below chart. Text shall be in all upper case letters of the same style font. The label used shall be sized proportionate to the size of the container. Labels shall be horizontally printed and consist of yellow "DLR" text font on a solid blue background. Labels shall meet requirements of MIL-STD-129 section 4.2.2. Labels shall be of a water-resistant grade of paper, film, or plastic, coated on one side with water-insoluble, permanent type adhesive. The adhesive shall adhere to metal, plastic, aluminum or fiberboard surfaces under high and low temperatures. Labels shall have a finish suitable for printing and writing on with ink without feathering or spreading, be capable of withstanding normal handling and storage conditions, and remain securely in position. Application specific performance criteria and durability requirements to ensure functionality in various climatic environments should be tailored, if required, using MIL-PRF-61002. MIL-PRF-61002 can be used as an acquisition tool when labels presently being used are not performing satisfactorily or when new conditions or applications require special label stock for those particular situations.

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

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)

WSSTERMDZ03 (CONT)
PRESERVATION, PACKAGING, PACKING AND MARKING

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
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 a 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 American National Standards Institute, 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 - When shipping directly to a Navy afloat unit, pallets meeting MH1-2016, Part No. MH1/9-02SW4048 or MH1/9-10BW4048 for unit loads under 1,500 pounds and MH1/9-03SW4048 for unit loads over 1,500 pounds 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. MH1/9-07S W4848 pallets.

c. Use of nonstandard commercial pallets is prohibited.

6. **WOOD PACKAGING MATERIAL (WPM).** All shipments destined to the DOD must be treated and marked in accordance with the International Standards for Phytosanitary Measures Guidelines for Regulating Wood Packaging Material in International Trade (ISPM 15) for OCONUS shipments.

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 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 REQUIREMENTS - 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 - Reusable NSN containers (excluding fiberboard and most wood) for aviation material (designated by a COG Code of "7R", "6K" or "OR") 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. 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 delivery delay.

WSSTERMDZ03 (CONT)
PRESERVATION, PACKAGING, PACKING AND MARKING

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 GX100K3GHFED
8145 012622983	15450-2	(QUP = 001) (ICQ = 000)
8145 012622984	15450-3	For all other MOPs/PMTs 51100EAGHFED
8145 012622985	15450-4	(QUP = 001)(ICQ = 000)
8145 012622986	15450-5	
8145 012622987	15450-6	
8145 012622988	15450-7	

c. 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-011-318-439-9553

d. 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 (FMS) customer.

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 as 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 49 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

WSSTERMDZ03 (CONT)
PRESERVATION, PACKAGING, PACKING AND MARKING

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. 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 contractor/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 label, 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.

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.

(05-20)

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE

CLIN: 0001
 NIIN: 013583990
 ITEM NAME: COVER, ACCESS, GUID

ACTIVITY USE ONLY: TDP VERSION NO.: 005

4. QUALITY ASSURANCE

4.1 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.

4.2 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.

4.3 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.

52.246-16
RESPONSIBILITY FOR SUPPLIES (APR 1984)

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

52.246-2 (CONT)
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.

PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE

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)

WSSTERMFZ02
TRANSPORTATION ASSISTANCE

To obtain transportation assistance for an upcoming shipment, contractors are to follow the appropriate directions listed below, based on the terms and conditions of the specific contract.

1. For all contracts administered by a Defense Contract Management Agency (DCMA) office (as shown on Page 1 of the contract, or in a subsequent modification), contractors are to contact the Transportation Office at that DCMA.

IF the DCMA Transportation Office is unable to provide assistance, contractors may contact NAVSUP WSS Code N9833 Holly Roddy holly.e.rodny.civ@us.navy.mil or call (215) 697-2715 for transportation arrangements.

2. For FOB Destination contracts, consignment address information is available electronically at the DoD Activity Address Codes (DODAAC) website <https://www.daas.dla.mil/daasing/dodaac.asp?cu=d>.

For this type of contract, additional information can be found in the clause NAVSUPWSSLA19 entitled "CONSIGNMENT INSTRUCTIONS." (12-21)

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).

"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

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

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.

(<Invoice and Receiving Report (Combo)>)(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.

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

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

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

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

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

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

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	(<TBD>)
Issue By DoDAAC	(<N00104>)
Admin DoDAAC	(<TBD>)
Inspect By DoDAAC	(<TBD>)
Ship To Code	(<See Schedule>)

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

Ship From Code	(< TBD >)
Mark For Code	(< >)
Service Approver (DoDAAC)	(< >)
Service Acceptor (DoDAAC)	(< TBD >)
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 activities 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

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

NAVSUP <WSS Mechanicsburg> (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 personnel.

AbilityOne will have a Non-Disclosure/Non-Use Agreement in place with the Government in order to comply with DFARS 252-227-7025. The offeror retains the right to engage AbilityOne in a non-disclosure agreement pursuant to DFARS 252.227-7025(b)(5)(iv).

**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)**

**52.222-26
EQUAL OPPORTUNITY (SEP 2016)**

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

If checked, the alternate below applies:

(< >) Alternate I (Feb 1999). As prescribed in 22.810(e), add the following as a preamble to the clause

Notice: The following terms of this clause are waived for this contract < > (Contracting Officer shall list terms).

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

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

- (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 (DEVIATION 2020-00019) (JUL 2020)**

**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)**

**252.244-7000
SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2021)**

(a) The Contractor is not required to flow down the terms of any Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial items at any tier under this contract, unless so specified in the particular clause.

(b) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligation.

(c)(1) In accordance with 10 U.S.C. 2380b, the Contractor shall treat as commercial items any items valued at less than \$10,000 per item that were purchased by the Contractor for use in the performance of multiple contracts with the Department of Defense and other parties and are not identifiable to any particular contract when purchased.

(2) The Contractor shall ensure that any items to be used in performance of this contract, that are treated as commercial items pursuant to paragraph (c)(1) of this clause, meet all terms and conditions of this contract that are applicable to commercial items in accordance with the clause at Federal Acquisition Regulation 52.244-6 and paragraph (a) of this clause.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.

**52.219-28
POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)**

(a) Definitions. As used in this clause-

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

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

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

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon 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 a merger or acquisition that does not require a novation 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) If the Contractor rerepresented that it was any of the small business concerns identified in 19.000(a)(3)

52.219-28 (CONT)
POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall represent 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(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at: <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition-

- (1) Was set aside for small business and has a value above the simplified acquisition threshold;
- (2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
- (3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) 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, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

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

(h) 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 rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

- (1) The Contractor represents that it () is, () is not a small business concern under NAICS Code _____ assigned to contract number _____.
- (2) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that it () is, () is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that it () is, () is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. (Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.) The Contractor represents that-
 - (i) It () is, () is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. (Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.) The Contractor represents that-
 - (i) It () is, () is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. (The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that it () is, () is not a veteran-owned small business concern.
- (7) (Complete only if the Contractor represented itself as a veteran-owned small business concern in

52.219-28 (CONT)
POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

paragraph (h)(6) of this clause.) The Contractor represents that it () is, () is not a service-disabled veteran-owned small business concern.

(8) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that-

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

(ii) It () is, () is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. (The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.) Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(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, 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)

52.204-10
REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(a) Definitions. As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Month of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

52.204-10 (CONT)
REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) (Federal Acquisition Regulation (FAR) provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if-

- (i) In the Contractor's preceding fiscal year, the Contractor received-
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

- (i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.
- (xiii) Treasury account symbol (TAS) as reported in FPDS.
- (xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <https://www.fsrs.gov>, if-

- (i) In the subcontractor's preceding fiscal year, the subcontractor received-
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans,

52.204-10 (CONT)
REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

grants (and subgrants), cooperative agreements and other forms of Federal financial assistance; and
 (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value below the threshold specified in FAR 4.1403(a), on the date of subcontract award to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and the FPDS database. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM information is incorrect, the contractor is responsible for correcting this information.

252.225-7028
EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)

252.204-7012
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
(DEC 2019)

(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 unclassified 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—

252.204-7012 (CONT)
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
(DEC 2019)

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the 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 a compromise or 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 a covered contractor 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 code and source code.

(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

252.204-7012 (CONT)
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
(DEC 2019)

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 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, 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 contractor's 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 contractor's 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 Contractor's 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 <https://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 <https://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 <https://public.cyber.mil/eca/>.

(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

252.204-7012 (CONT)
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
(DEC 2019)

accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(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
(DEC 2019)

(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.

52.222-29
NOTIFICATION OF VISA DENIAL (APR 2015)

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 listings, 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, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

"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.

252.225-7036
BUY AMERICAN --FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM - BASIC
(DEVIATION 2020-00019) (JUL 2020)

252.225-7036 (DEVIATION 2020-00019) (JUL 2020) is Incorporated by Reference (IBR)

If an alternate is checked it applies.
 < > ALTERNATE II (DEVIATION 2020-00019) (JUL 2020)
 < > ALTERNATE IV (DEVIATION 2020-00019) (JUL 2020)
 < > ALTERNATE V (DEVIATION 2020-00019) (JUL 2020)

52.222-20
CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT (JUN 2020)

52.211-5
MATERIAL REQUIREMENTS (AUG 2000)

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

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

52.223-18
ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)

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

52.244-6
SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 22)

252.225-7013
DUTY-FREE ENTRY (DEVIATION 2020-00019) (JUL 2020)

252.246-7007
CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM
(AUG 2016)

252.246-7008
SOURCES OF ELECTRONIC PARTS (MAY 2018)

52.222-50
COMBATING TRAFFICKING IN PERSONS (NOV 2021)

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)

252.204-7018
PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT
OR SERVICES (JAN 2021)

252.225-7974
REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION
2020-00005) (FEB 2020)

252.204-7019
NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

252.204-7020
NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

252.246-7003
NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)

52.232-23
ASSIGNMENT OF CLAIMS (MAY 2014)

52.233-3
PROTEST AFTER AWARD (AUG 1996)

52.222-19
CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2020-00019) (JAN 2022)

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

52.204-2
SECURITY REQUIREMENTS (MAR 2021)

52.222-21
PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

52.204-18
COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

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

52.204-22
ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

52.204-25
PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

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

CLIN: 0001
NIIN: 013583990
ITEM NAME: COVER, ACCESS, GUID

ACTIVITY USE ONLY: TDP VERSION NO.: 005

DOCUMENT NAME	EXHBT/ATTCHMNT
NOTES	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 covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to u

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

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 (NOV 2020)**

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) 252.204-7016, Covered Defense Telecommunications Equipment or Services - Representation. Applies to all solicitations.

(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 Certain Foreign Commercial Satellite Services - 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 when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations 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.)

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

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

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

(< >) Use with Alternate I.

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

(< >)(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.

(< >)(vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

(< >)(vii) Performance-Based Payments - Representation.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the ORCA 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 are 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. 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.

FAR/DFARS Provision #	Title	Date	Change
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252.204-7007 (CONT)
ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2020)

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

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)

(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.

252.225-7035
BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEV
IATION 2020-00019) (JUL 2020)

(a) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American-Free Trade Agreements-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) For line items subject to the Buy American-Free Trade Agreements- Balance of Payments Program-Basic clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

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

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian) end products:

(Line Item Number)

(Country of Origin)

252.225-7035 (CONT)
BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEV
IATION 2020-00019) (JUL 2020)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products:

(Line Item Number)	(Country of Origin)
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(iii) The following supplies 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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< > ALTERNATE II (Deviation 2020-00019) (Jul 2020)
 < > ALTERNATE IV (Deviation 2020-00019) (Jul 2020)
 < > ALTERNATE V (Deviation 2020-00019) (Jul 2020)

252.225-7020
TRADE AGREEMENTS CERTIFICATE (NOV 2014)

(a) Definitions.

"Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" as used in this provision have the meanings given in the Trade Agreements-Basic clause of this solicitation.

(b) Evaluation. The Government -

- (1) Will evaluate offers in accordance with policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--
 - (i) There are no offers of such end products;
 - (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
 - (iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements-Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

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

(a) Definitions. "Commercially available off-the-shelf (COTS) item", "componet," "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.

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

(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
-----	-----

(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)
-----	-----

(< >) BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-ALTERNATE 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--

(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
-----	-----

(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)
-----	-----

52.225-25**PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS (JUN 2020)**

252.209-7002**DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)**

(a) Definitions. As used in this provision-

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"-

(i) Means -

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means-

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys.

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government

Description of Interest, Ownership Percentage, and Identification of Foreign Government

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)

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

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.

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 (JAN 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is <332510> (insert NAICS code).

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

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

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

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

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

(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 set by 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

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

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

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

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

(x) 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.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of

52.204-8 (CONT)
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)

performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic & Alternates I, and II). 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.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 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.

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

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 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 products or commercial services.

(xvii) 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.

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

(xix) 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.

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

(xxi) 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 \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiv) 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.

(xxv) 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.)

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

<X> (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).

52.204-8 (CONT)
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)

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.

(End of Provision)

< > Alternate I (SEP 2021). As perscribed in 4.1202(a), substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS code	Size Standard
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-----	-----
-----	-----

Contracting Officer to insert NAICS codes and size standards .

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

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

52.204-16
COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

252.204-7016
COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 19)
)

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

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

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

**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)**

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.

**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

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

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:

- (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 contractors 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 contractors 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

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

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 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.

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

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

52.204-20**PREDECESSOR OF OFFEROR (AUG 2020)**

(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 by unique location; 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)

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

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

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

(c) Representation.

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

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

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

252.225-7027**RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)**

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to -

- (1) A bona fide employee of the Contractor, or
- (2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

- (1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force) contingent fees in any amount.
- (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph 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
 DFARS: 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/
 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

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

WSSTERMLZ06 (CONT)
CONSIGNMENT INSTRUCTIONS

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 (SEP 2019)

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

(b) SPRS collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's 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 SPRS will be used by the contracting officer to evaluate a supplier's past performance in conjunction with the supplier's 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 User's Manual found at <https://www.sprs.csd.disa.mil/reference.htm>. Contractors are granted access to SPRS for their own classifications 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.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf. The method to challenge a rating generated by SPRS is provided in the User's Manual.

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

WSSTERMMZ01
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

WSSTERMMZ01 (CONT)

EVALUATION CRITERIA AND BASIS FOR AWARD-

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.

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* 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.

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)

NOO104-22-Q-XA73

ATTACHMENT 1

PAGE: 1

CLIN: 0001
NIIN: 013583990
ITEM NAME: COVER, ACCESS, GUID

ACTIVITY USE ONLY: TDP VERSION NO.: 005

6. NOTES

6.1 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.

