

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 46		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER N39430-16-R-1862		6. SOLICITATION ISSUE DATE 09-Aug-2016	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PATRICK PASCUA			b. TELEPHONE NUMBER (No Collect Calls) 805-982-1137		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 08 Sep 2016	
9. ISSUED BY NAVFAC EXWC CODE ACQ / NAVAL BASE VENTURA COUNTY 1100 23RD AVE BLDG 1100 PORT HUENEME CA 93043-4301  TEL: FAX:		CODE N39430	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 750 NAICS: 333924		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE	16. ADMINISTERED BY  CODE					
17a. CONTRACTOR/OFFEROR  TEL.		CODE	18a. PAYMENT WILL BE MADE BY  CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Covered Drop-Deck Trailer FFP The contractor shall provide three trailers with accordion-type cover in accordance with the specifications provided herewith. FOB: Destination	3	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	System training (Operator and Maintainer) FFP The contractor shall provide operator and maintainer training in accordance with the specifications provided herewith. FOB: Destination	1	Each		
NET AMT					

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

SPECIFICATION

**PERFORMANCE WORK STATEMENT (PWS) FOR COVERED DROP-DECK TRAILER****1.0 SCOPE.**

1.1 The Naval Facilities Engineering Command (NAVFAC) Engineering and Expeditionary Warfare Center (EXWC) has a requirement for three Covered Drop Deck Trailers. Within this document, the Covered Drop Deck Trailers shall hence forth be referred to as 'CDDT'.

**2.0 APPLICABLE DOCUMENTS.**

2.1 General. The documents listed in section 2 applies to the Statement Of Work (SOW). While every effort has been made to ensure the completeness of this list, document users are cautioned that they must meet all specified requirements cited in sections 3 and 4 of this specification; whether or not they are listed in section 2.

2.2 Specifications, Standards, and Handbooks. The following specifications, standards, and handbooks form a part of this document to the extent specified herein and are applied to the products delivered.

**2.2.1 Federal**

Title 49, Part 571 – Federal Motor Vehicle Safety Standards (FMVSS)

FMVSS No. 106 Brake Hoses

FMVSS No. 108 Lamps, Reflective Devices, and Associated Equipment (also see lighting charts)

FMVSS No. 116 Motor Vehicle Brake Fluids

FMVSS No. 119 New Pneumatic Tires for Vehicles Other Than Passenger Cars

FMVSS No. 120 Tire Selection and Rims for Motor Vehicles Other Than Passenger Cars

FMVSS No. 121 Air Brake Systems

FMVSS No. 223 Rear Impact Guards

FMVSS No. 224 Rear Impact Protection

Code of Federal Regulations (CFR)

49 CFR 551.45 Agent for Service of Process

49 CFR 565 Vehicle Identification Number Content Requirement

49 CFR 566 Manufacturer Identification

49 CFR 567 Certification

49 CFR 574.10 Tire Identification and Recordkeeping

49 CFR 575.6(a)(2)(I) Consumer Information

49 CFR 576 Record Retention

Electronic copy of the above CFR document can be obtained at:

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title23/23cfr658\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title23/23cfr658_main_02.tpl)

### 2.2.2 Commercial

International Organization for Standardization (ISO)

ISO 1161 Containers, Series 1 Freight - Corner Fittings - Specification

Copies of the above ISO documents can be obtained at: <http://www.iso.org/iso/home.htm>

Society of Automotive Engineers (SAE)

SAE J133 Fifth Wheel Kingpin Performance - Commercial Trailers and Semitrailers

SAE J318 Air Brake Gladhands Service (Control) and Emergency (Supply) Connector for Truck, Truck-Tractor, and Trailers

SAE J560 Seven Conductor Electrical Connector for Truck-Trailer Jumper Cables

SAE J700 Upper Coupler Kingpin (Fifth Wheel) - Commercial Trailers and Semitrailers (Stablized Type)

SAE J701 Truck Tractor Semitrailer Interchange Coupling Dimensions

SAE J2139 Tests for Signal and Marking Devices Used on Vehicles 2032 mm (80 inches) or More in Overall Width

SAE J2394 Seven Conductor Cable for ABS Power—Truck and Bus

Copies of the above SAE documents can be obtained at: <http://www.sae.org>

2.3 Order of Precedence. In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations.

### 3.0 COVERED DROP DECK TRAILER CAPABILITIES/ATTRIBUTES.

#### 3.1 CDDT's General

3.1.1 The Contractor shall provide the Government with Covered Drop Deck Trailers (CDDT). Each CDDT shall be a single-drop deck trailer with an accordion type cover that meets the requirements identified in this document. The Government has no preference, stated or implied, with regards to a particular make or model. However, the Infinity TX model single-drop deck trailer by Fontaine (or equivalent) with a Conestoga DD model accordion type cover by Aero (or equivalent) have been found to be compliant to this CDDT SOW.

3.1.1.1 As part of this procurement, the Contractor shall:

3.1.1.1.1 Provide Basic Initial Issue (BII) items to the Government, in accordance with section 3.4.1 of this document.

3.1.1.1.2 Provide specialty tools to the Government, in accordance with section 3.4.2 of this document.

3.1.1.1.3 Provide Operation, Maintenance, and Parts Manuals to the Government, in accordance with section 3.4.3 of this document.

3.1.1.1.4 Host a joint design review with the Contractor and the Government, in accordance with section 4.1 of this document.

3.1.1.1.5 Provide training to the Government, in accordance with section 4.2 of this document.

3.1.1.1.6 Provide a warranty to the Government for the product(s) provided, in accordance with section 5 of this document.

3.1.1.1.7 Provide delivery of the product(s) to the Government, in accordance with section 6 of this document.

3.1.1.2 The CDDT shall be capable of hauling a mobile field office (refer to section 3.1.2) and its associated equipment and material (refer to section 3.1.3). The mobile field office, as well as associated equipment and material, shall be accessible from both sides of the CDDT. The characteristics of the mobile field office, associated equipment and material are described as follows:

3.1.2 The mobile field office shall be contained in a 20-foot (Length), by 8-foot (Width), by 8-foot (Height) International Organization for Standardization (ISO) Intermodal Container. The loaded mobile field office will weigh approximately 20,000-pounds. Within the context of this document, the mobile field office shall hence forth be referred to as an 'ISO Shelter'.

3.1.2.1 The ISO Shelter shall be securely connected to the trailer on each corner of the shelter (via ISO corner fittings conforming to ISO 1161) utilizing a trailer integrated, ISO twist locking system.

3.1.2.2 The ISO Shelter is to be located, stored, and transported in the forward area of the lower deck of the trailer; directly behind the trailer's drop.

3.1.2.3 At a minimum, the ISO twist locking system shall consist of four, trailer integrated ISO twist locks that are positioned to capture, and secure the shelter in place.

3.1.3 In addition to the ISO Shelter, each trailer shall simultaneously transport all equipment and material associated with the ISO Shelter. Provisions shall be provided to secure all equipment and material associated with the ISO Shelter. This associated equipment and material includes, but is not limited to:

3.1.3.1 One each, palletized equipment; 11 foot 6 inches (Length), by 8-foot 0-inches (Width), by 9-foot 5-inches (Height). This loaded pallet will weigh approximately 8,500-pounds. This pallet is to be located, stored, and transported at very rear of the CDDT.

3.1.3.2 One each, palletized equipment; 4-foot 6-inches (Length), by 4-foot 6-inches (Width), by 5-foot 0-inches (Height). This loaded pallet will weigh approximately 1,500-pounds. This pallet is to be stored and transported directly forward of palletized equipment identified in section 3.1.3.1 of this document.

3.1.3.3 Miscellaneous crated material and cabling.

3.1.4 The total load of the CDDT (ISO Shelter and its associated equipment / material) is estimated at approximately 50,000-pounds.

3.2 CDDT's Concept of Operations.

3.2.1 The CDDT shall be connected to various commercial tractors utilizing a Fifth Wheel (Kingpin) type design. Particularly, the CDDT shall mate to, and be functionally compatible with, the Freightliner M2112 Business Class Truck Tractor.

3.2.2 The CDDT shall be designed and constructed to be operated in various climate conditions on improved and semi-improved roads within the Continental United States (CONUS).

3.2.3 The CDDT and its components shall be commercially available products.

### 3.3 CDDT's Salient Requirements.

#### 3.3.1 General:

3.3.1.1 In addition to the requirements listed below (as well as the Specifications, Standards, and Handbooks listed in section 2 of this document); the CDDT shall comply with all applicable Society of Automotive Engineers (SAE), Federal Motor Vehicle Safety Standards (FMVSS), Code of Federal Regulations (CFR), and any other applicable United States Department of Transportation (DoT) regulations normally associated with this class of trailer.

#### 3.3.2 Exterior:

3.3.2.1 The CDDT's decking shall be unpainted aluminum with inlayed wood (for toenailing). In addition, the CDDT's side rails and rear skirt will be aluminum.

3.3.2.2 The CDDT's main beams, side rail braces, and I-Beam cross members shall be steel and be flat black in color.

3.3.2.3 The CDDT shall be equipped with all required lights.

#### 3.3.3 Mobility:

3.3.3.1 The fully loaded CDDT shall be able to safely travel at sustained highway speeds under various climate conditions on improved and semi-improved roads.

3.3.3.2 The CDDT shall be equipped with air ride suspension to reduce shock and vibration to the load.

3.3.3.3 The CDDT shall be equipped with a manual air dump valve to stabilize the load on the trailer axles. The manual air dump valve shall be located at the rear of the trailer.

3.3.3.4 The CDDT shall have parking stands/landing gear. The landing gear shall have a two-speed operating/deploying system with a mechanical crank.

#### 3.3.4 Dimensions:

3.3.4.1 The CDDT's dimensions shall be similar to a commercial drop deck trailer; approximately a 10-foot top flat deck and minimum of 38-foot lower deck.

3.3.4.1.1 The estimated overall footprint of the pre-packaged load intended for the CDDT's lower deck is approximately 36 foot (Length) by 8 foot (Width).

3.3.4.2 The CDDT's overall dimensions shall not exceed 8-feet 6-inches in width, 53-feet in length, and 13-feet 6-inches in height above grade level.

3.3.4.3 The deck height of CDDT's lower deck will be no higher than 36 inches above grade.

3.3.4.4 The distance from the top deck to the lower deck will be no more than 25-inches.

#### 3.3.5 The trailer shall be rated for following speed characteristics:

3.3.5.1 While fully loaded, the CDDT shall be capable of being pulled at sustained highway speeds of 75-miles per hour (mph) while at 0% grade, with 0% degradation to the accordion style tarp system. This capability shall be in

compliance with, and not be considered as exceeding, the trailer's Original Equipment Manufacturer (OEM) guidelines for normal operation.

3.3.5.2 While fully loaded, the CDDT shall be capable of being pulled at sustained speeds of 50-mph on a 6% grade on primary roads over hilly to mountainous terrain with 0% degradation to the accordion style tarp system. This capability shall be in compliance with, and not be considered as exceeding, the trailer's OEM guidelines for normal operation.

3.3.5.3 While fully loaded, the CDDT shall be capable of being pulled at variable speeds (0 to highway speeds) under stop and go conditions with 0% degradation to the accordion style tarp system. This capability shall be in compliance with, and not be considered as exceeding, the trailer's OEM guidelines for normal operation.

3.3.6 The trailer shall incorporate the following braking characteristics:

3.3.6.1 The CDDT shall be equipped with an Air/Spring Anti-lock Braking System (ABS); with a standard two air-line connections (Gladhands) to the Truck Tractor.

3.3.7 Input Power:

3.3.7.1 The CDDT is intended to receive electrical and air power from the Truck Tractor that is pulling it. Electrical will be used primarily for the CDDT's lighting system. Air will be primarily used for the braking system and the air ride suspension.

3.3.7.2 The CDDT shall be equipped with a standard electric "pig-tail" connection 7-pin plug (SAE J2394).

3.3.8 Ancillary Equipment:

3.3.8.1 The CDDT shall be equipped with a minimum of four recessed Twist Lock connector points to secure the 20-foot ISO Shelter to the CDDT.

3.3.8.1.1 The twist lock connector points shall be situated to accommodate the placement of the 20-foot ISO Shelter.

3.3.8.1.2 The ISO Shelter shall be positioned at the front end of the CDDT's lower level; located near the deck drop in the trailer.

3.3.8.2 The CDDT shall be equipped with a variety of tie-down capabilities to secure the load. To include:

3.3.8.2.1 A minimum of twenty-four (twelve per side), frame-mounted heavy-duty D-rings (to act as load securing points for chains and binders). When load is secured to the D-rings, the chains and binders shall not interrupt or hinder the operation of the trailer's tarp system.

3.3.8.2.2 A minimum of twelve each (six per side), trailer integrated 4-inch heavy-duty web strap ratchets. When load is secured with strap ratchets, the web strappings shall not interruption or hinder the operation of the trailer's tarp system.

3.3.8.2.3 The decking shall have stake pockets, rack tie-down points, strap connection points, and other similar attributes to accommodate load securing and tie-down procedures.

3.3.8.2.4 The tie-down provisions shall be situated such as to secure the loads during transit.

3.3.8.3 The CDDT shall have an accordion style tarp and frame system that runs the length of the trailer. Note: The trailer's entire load shall be completely covered during transportation.

- 3.3.8.3.1 The tarp and frame system shall be on a roller system that enables it to be retracted from the front of the trailer to the back, and from the back of the trailer to the front, for loading, unloading, and operating.
- 3.3.8.3.2 Retracting of the tarp and frame, in either direction, shall be accomplished by only one person.
- 3.3.8.3.3 The tarp shall completely cover the two long sides of the trailer as well as the roof; a hard top roof is not acceptable.
- 3.3.8.3.4 The tarp and frame system shall have a fixed, solid front end bulkhead.
- 3.3.8.3.5 The tarp system shall have a roll curtain in the rear of the trailer that completely cover the rear opening.
- 3.3.8.3.6 The tarp shall be black in color.
- 3.3.8.3.7 The trailer and tarp combined height shall not exceed 13-foot 6-inches.
- 3.3.8.3.8 The tarp and frame system shall not interfere with the loaded equipment.
- 3.3.8.3.9 The tarp and frame system shall be designed to minimize tarp sag when in the collapsed (not extended) position. Interior tarp sag shall not be greater than 3-inches.
- 3.3.8.3.10 The tarp and frame system shall be designed to facilitate the unobstructed loading and unloading from the trailer top and sides with a crane or forklift.
- 3.3.8.4 The CDDT shall be equipped with a step-type/ladder-type system to access to the lower trailer deck from the ground.
  - 3.3.8.4.1 The CDDT step-type/ladder-type system shall have a capacity that supports a minimum of 300-pounds.
  - 3.3.8.4.2 The CDDT step-type/ladder-type system shall be attachable to the CDDT at multiple locations along the sides of the CDDT.
  - 3.3.8.4.3 The CDDT step-type/ladder-type system shall be easily attached, detached, and stowed by one person.
  - 3.3.8.4.4 The CDDT step-type/ladder-type system shall include a hand support for personnel ascending or descending.
  - 3.3.8.4.5 The CDDT shall have underframe storage for the step-type/ladder-type system.
- 3.3.8.5 The CDDT shall be equipped with tires that are appropriately rated for the loaded CDDT.
- 3.3.8.6 The CDDT shall be equipped with a full-size spare tire that matches mounted tires.
- 3.3.8.7 The CDDT shall be equipped with a mount and securement chain for the spare tire.
- 3.3.8.8 The CDDT shall be equipped with any required tools to change a tire; to include a tire jack (capable of lifting fully loaded trailer) and tire lug wrench.
- 3.3.8.9 The CDDT shall be equipped with a full size webbing winch bar and one 4-inch x 30-foot heavy-duty web strap for each 4-inch web strap ratchet provided.
- 3.3.8.10 The CDDT shall be equipped with a tarp repair kit.
- 3.3.8.11 The CDDT shall be equipped with all tools required to operate and maintain tarp system.

3.3.8.12 The CDDT shall be equipped with at least two, heavy duty, aluminum, underframe mounted tool boxes sized to store the CDDT's ancillary equipment and tools. The Contractor shall determine required sizing of boxes; however, the boxes shall have a dimension not less than 18-inches in height, 18-inches in depth, and 36-inches in width.

#### 3.4 Basic Initial Issue:

3.4.1 The CDDT shall be outfitted with any Basic Initial Issue (BII) items required for normal operation, maintenance, and repair. The BII support shall include all systems, subsystems, and ancillary equipment provided with the CDDT.

#### 3.4.2 Tools:

3.4.2.1 Any specialty tools required, at the operator level, designed to operate, maintain or repair the CDDT shall be provided at no cost to the Government.

#### 3.4.3 Operation, Maintenance, and Parts Manuals:

3.4.3.1 The Contractor shall provide a standard provisioning package with each CDDT. At a minimum, the provisioning package shall include: technical manuals, trouble-shooting guides, parts manuals, preventative maintenance manuals, and user manuals for all systems, subsystems, and ancillary equipment provided with the CDDT. Each CDDT delivery shall come equipped with a hard copy and an electronic copy (on individual CD-ROMs) of each manual.

### 4.0 DESIGN REVIEW AND TRAINING.

#### 4.1 Design Review

4.1.1 The Contractor shall host a Design Review meeting at the Contractor's facility.

4.1.2 The Design Review shall take place not later than 14 calendar days after award.

4.1.3 Government attendees typically include, but are not limited to, engineering personnel, agency end user representative(s), and contracting personnel.

4.1.4 The Contractor shall develop a review package. The Contractor shall provide an electronic copy of that review package to the Government in preparation for the design review.

4.1.4.1 The review package shall be e-mailed to the Contracting Officer's Representative (COR)/EXWC no later than five calendar days prior to the design review.

4.1.5 The Design Review shall, at a minimum, include sufficient details that demonstrates the CDDT's compliance to SOW requirements. The review, as well as the review package, shall incorporate the following items:

4.1.5.1 Detailed information regarding major CDDT components; i.e. trailer, tarp system, etc.

4.1.5.2 Generalized information regarding minor CDDT components; i.e. BII, ancillary equipment, tools, etc.

4.1.5.3 Initial design drawings. Drawings shall provide dimensional data and identify notional placement of components; i.e. restraints, boxes, ladder, etc.

4.1.6 Final placement of load restrain devices shall be determined at the Design Review (refer to section 3.3.8.2 of this document). The Contractor will make recommendations regarding placement at the Design Review; however, the Government shall have final decision regarding placement.

4.1.7 Final placement of the underframe storage for the step-type/ladder-type system shall be determined at the Design Review (refer to section 3.3.8.4.5 of this document). The Contractor will make recommendations regarding placement at the Design Review; however, the Government shall have final decision regarding placement.

4.1.8 Final placement of the spare tire/mount shall be determined at the Design Review (refer to section 3.3.8.7 of this document). The Contractor will make recommendations regarding placement at the Design Review; however, the Government shall have final decision regarding placement.

4.1.9 Final placement of the two underframe mounted tool boxes shall be determined at the Design Review (refer to section 3.3.8.12 of this document). The Contractor will make recommendations regarding placement at the Design Review; however, the Government shall have final decision regarding placement.

4.1.10 Training dates and physical location will determined during design review. The Contractor will make recommendations regarding training dates at the Design Review; however, the Government shall have final decision regarding training dates.

#### 4.2 System Training:

4.2.1 The Contractor shall provide initial 'Operator' and 'Maintainer' training for up to fifteen junior level technicians.

4.2.1.1 Training shall be conducted on a military installation within the Oklahoma City, Oklahoma area. Actual address will be given at design review. During the training, the Contractor will utilize a Government classroom and field training site.

4.2.1.2 The training shall be provided not later than sixty calendar days after first delivery of fully incorporated production unit.

4.2.1.3 The Contractor shall provide all references required to conduct the training, including Operator Training Materials and Maintainer Training Materials at least ten days prior to training.

4.2.1.4 Student guides shall be provided along with a PowerPoint training lecture. There shall be enough training material for twenty personnel; fifteen students plus five additional sets.

4.2.1.5 The combined duration of the training sessions, Operator and Maintainer, shall not be less than 8 consecutive training hours (excluding two 15-minute breaks and one 1-hour lunch break).

4.2.1.6 The Government shall be granted the rights to utilize and reproduce the Contractor's developed training material for future in-house training requirements.

#### 4.2.2 Operator Training:

4.2.2.1 The Contractor shall provide Operator Training Materials for twenty personnel; fifteen students plus five additional sets.

4.2.2.2 The course shall be of sufficient depth to ensure that students are qualified to properly operate and maintain the system in the field.

4.2.2.3 The training shall be comprised of classroom instruction and hands-on applications.

4.2.2.4 At a minimum, the hands-on instructions shall include training for connecting/disconnecting to the tractor, operating the accordion style tarp system, and correct tie down methods for various loads.

4.2.2.5 Upon completion of Operator Training, each student shall be able to: operate the system, subsystems, and equipment controls; demonstrate knowledge of equipment functions and operations, as well as system capabilities and limitations; and perform system checks and verification procedures as well as Preventive Maintenance Checks and Services (PMCS).

#### 4.2.3 Maintainer Training:

4.2.3.1 The Contractor shall provide Maintainer Training Materials for twenty personnel; fifteen students plus five additional sets.

4.2.3.2 The course shall be of sufficient depth to ensure that students are qualified to maintain the system to the appropriate level using the technical manuals, general purpose test equipment and all diagnostics.

4.2.3.3 The training shall be comprised of classroom instruction and hands-on applications.

4.2.3.4 Upon completion of Operator Training, each student shall be able to:

4.2.3.4.1 remove and install major components and perform pre-shop setup tests.

4.2.3.4.2 determine if the system/subsystem is malfunctioning.

4.2.3.4.3 perform all required alignments and adjustments.

4.2.3.4.4 verify proper system/subsystem functions.

4.2.3.4.5 perform repairs of the accordion style tarp system.

4.2.3.4.6 perform routine preventive maintenance functions.

4.2.3.4.7 perform tire changing procedures, including identifying locations for jack placement.

#### 5.0 WARRANTY.

5.1 The Contractor shall provide a warranty package that complies with the provisions of this section, yet shall not be less than the typical warranty benefits, or extended warranty coverage, the Contractor generally extends to its commercial customers.

5.2 The Contractor's warranty shall be inclusive covering the CDDT as a whole (to include all installed components, assemblies, and subassemblies). The Contractor shall be the single Point of Contact (POC) for all corrective action or warranty issues.

5.3 The warranty shall be one that is redeemable within the 48 contiguous United States. For warranty claims outside the 48 contiguous United States, the Contractor shall be responsible for expediting repair parts and/or replacement parts at no cost to the Government.

5.4 At a minimum the warranty shall provide protection against parts failure and malfunction due to design, construction or installation errors, defective workmanship, and missing or incorrect parts.

5.5 The warranty coverage shall begin when the Government accepts the CDDT from the Contractor at point of destination, and shall extend for a period of not less than 18-months.

5.6 The warranty shall be comprehensive to include: labor, repair or replacement parts, transportation, and shipping. The Government shall not be responsible for any proration or deductibles regarding labor, per diem, travel, travel time, service hours, towing/transportation of equipment, repair or replacement parts cost, shipping cost 'to' and 'from' the Government's fielded location, or any other warranty related expense.

5.7 The Contractor shall include/transfer all 3rd party warranty that the Contractor receives from any supplier or subcontractor, in whole or in part, as part of the Contractor's warranty package.

5.8 The Contractor shall furnish the Government with warranty certificates showing evidence that the warranty requirements above have been met. Warranty registration card shall also be provided as applicable.

6.0 SHIPMENT AND DELIVERY.

6.1 Shipment.

6.1.1 Upon successful completion of the acceptance process, the Contractor shall transport the CDDTs to the destination listed in Table I of this document.

6.1.2 The Contractor shall be responsible for all shipping and shipping related costs; to include any labor and weight handling equipment.

6.1.3 Deliveries are accepted 0800 to 1500, Monday through Friday, except on Federal holidays.

6.1.4 Prior to shipment, the Contractor shall inform personnel identified in Table I of this document of the date of shipment and estimate time/date of receipt.

6.1.6 Any CDDT delivered that fails to meet the standards set by the U.S. Government as a receivable item, or any requirement set forth in this SOW, shall be shipped back to vendor at the Contractor's expense.

<b>Table I - Destination:</b>	
Saxonburg, PA 16056	
Attn: Determined At Time of Award Phone: (000) 352-0000	
Alt: Determined At Time of Award Phone: (000) 982-0000	

6.2 Delivery Schedule. The Contractor shall adhere to the delivery schedule for the Task Delivery and Period of Performance, as indicated in Table II of this document.

<b>Table II - Task Delivery and Period of Performance Schedule</b>		
<b>TASK</b>	<b>DESCRIPTION</b>	<b>DUE NO LATER THAN</b>
1	Design Review	14 Calendar Days after Contract Award
2	Government Receipt of Three Units	180 Calendar Days after Contract Award
3	System Training (Operator and Maintainer Training)	240 Calendar Days after Contract Award
	Period of Performance	240 Calendar Days after Contract award

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	180 dys. ADC	3	N/A FOB: Destination	
0002	240 dys. ADC	1	N/A FOB: Destination	

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	OCT 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7023	Transportation of Supplies by Sea	APR 2014

ADDENDUM TO 52.212-1

## FACTOR 1 TECHNICAL APPROACH

The Offeror shall submit a proposal that includes a narrative describing how the proposed solution will meet the requirements in the Performance Work Statement (PWS). In particular, the narrative shall provide sufficient details to demonstrate how the proposed product will meet all PWS requirements. Offeror's shall include their technical

approach regarding the integration and operation of the tie-down capabilities to secure the load (refer to PWS, subsection 3.3.8.2) and the trailer's tarp/frame system (refer to PWS, subsection 3.3.8.3). Additionally, the Offeror shall provide technical details regarding the proposed trailer and tarp/frame system to include Make, Model, and key features and propose a delivery time. Offeror shall not exceed (30) pages, in providing the information requested above.

**FACTOR 2 PAST PERFORMANCE**

Provide a list of three (3) contracts similar in size and complexity of this request or quotation and completed within the past three (3) years. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial customers. Provide the information on **Exhibit A** for each contract. The Government reserves the right to contact any other sources of information that may have knowledge or information on an offeror's relevant past performance history. The Past Performance Questionnaire, **Exhibit B**, must be submitted to the identified Contracting Officer by the closing date and time for receipt of proposal. Non-receipt of the completed questionnaires by the date and time indicated shall not be considered a material flaw in the proposal; however, such non-receipt may adversely affect the rating of this factor.

**FACTOR 3 PRICE**

Provide a price proposal on Contract Line Item Numbers (CLIN) 0001 and 0002.

Submit a completed copy of the provision at 52.212-3 Offeror Representations and Certifications – Commercial Item (APR 2016)

**The Government will not accept product sample or multiple offers. The Government will only accept Past Performance Information documents submitted using the format in Exhibit A and B.**

**CLAUSES INCORPORATED BY FULL TEXT**

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

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

**Factor 1 Technical Approach:**

The government will evaluate the technical data and information and assess whether the offeror has proposed a product which conforms to the specifications and requirements presented in the performance work statement . Such evaluation will result in assignment of either an acceptable or unacceptable rating.

<b>Technical Approach Acceptable/Unacceptable Ratings</b>	
<b>Rating</b>	<b>Descriptions</b>
<b>Acceptable (A)</b>	<b>Proposal clearly meets the minimum requirements of the solicitation.</b>
<b>Unacceptable (U)</b>	<b>Proposal does not clearly meet the minimum requirements of the solicitation.</b>

**Factor 2 Past Performances:**

Past performance will be determined on an acceptable/unacceptable basis by evaluating one or more of the following:

- Past Performance information provided by the offerors:
- Customer Surveys
- The Government wide Past Performance Information Retrieval System (PPIRS) at [www.ppirs.gov](http://www.ppirs.gov)

<b>Past Performance Acceptable/Unacceptable Ratings</b>	
<b>Rating</b>	<b>Descriptions</b>
<b>Acceptable (A)</b>	<b>Proposal clearly meets the minimum requirements of the solicitation.</b>
<b>Unacceptable (U)</b>	<b>Proposal does not clearly meet the minimum requirements of the solicitation.</b>

Note: Any marginal or unsatisfactory ratings on past performance information (i.e. survey, PPIRS, etc.) will be rated as “Unacceptable”.

**Factor 3: Price**

The price proposal will be evaluated to determine the reasonableness, realism, and completeness of the offeror’s proposal. One or more of the following techniques will be used to ensure a fair and reasonable price:

1. Comparison of proposed prices received in response to the solicitation.
2. Comparison of proposed prices with the independent Government estimate.
3. Comparison of proposed prices with available historical information.
4. Comparison of proposed prices with resources proposed.

The Government will evaluate the unit, extended price, proposed delivery timeframe, payment term and the provisions at 52.212-3, Offeror Representation and Certifications Commercial Items (NOV 2011). A price that is found to be either unreasonably high or unrealistically low in relation to the proposed work may be indicative of an inherent lack of understanding of the solicitation requirements and may result in the overall proposal being considered unacceptable.

**Award will be made to the Lowest Price Technically Acceptable (LPTA) offer.**

(b) Options. Not applicable

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party.

Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2016)  
ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

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

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

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

“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs \_\_\_\_ . *[Offeror to identify the applicable paragraphs at (c) through (q) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

—

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

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

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

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

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those 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 (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
____	____
____	____
____	____

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian,

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN
---	---
---	---
---	---

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---	---
---	---
---	---

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

—

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

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

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

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

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:
___	___
___	___
___	___

[List as necessary]

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

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

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

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

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

(4) [ \_\_\_ ] Have, [ \_\_\_ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2) [  ] Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

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

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

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

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

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

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

(4) Type of organization.

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

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

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

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

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

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

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

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

(5) Common parent.

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

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

Name \_\_\_\_

TIN \_\_\_\_

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2016)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

**X** (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

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

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

- \_\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.
- \_\_\_\_ (13) [Reserved]
- \_\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- \_\_\_\_ (ii) Alternate I (NOV 2011).
- \_\_\_\_ (iii) Alternate II (NOV 2011).
- \_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- \_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_\_ (iv) Alternate III (Oct 2015) of 52.219-9.
- \_\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- \_\_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X** (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X** (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- X** (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X** (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- X** (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

**X** (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

**X** (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

\_\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_\_ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

\_\_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

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

\_\_\_\_ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

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

\_\_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

\_\_\_\_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

\_\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

\_\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_\_\_\_ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

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

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

- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

#### 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](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](http://www.aimglobal.org/?Reg_Authority15459).

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

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

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

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

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

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

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

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

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

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

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

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

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

\*\* Once per item.

(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:

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

- (1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.
- (2) Embedded items shall be reported by one of the following methods--
  - (i) Use of the embedded items capability in WAWF;
  - (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

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

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

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(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.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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.acquisition.gov>; and

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

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

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

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

(1) Document type. The Contractor shall use the following document type(s).

\_\_\_\_\_

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and

“Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

\_\_\_\_\_

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

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

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

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

\_\_\_\_\_

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

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

\_\_\_\_\_

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

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)