Section F - Deliveries or performance

F.O.B.
52.247-29 FOB Destination

Section G

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (Dec 2018)
252.232-7006 Wide Area Workflow Payment Instructions (Dec 2018)

Section I – Contract Clauses

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (June 2020)
52.204-13 System for Award Management Maintenance (Oct 2018)
52.204-16 Commercial and Government Entity Code Reporting (Aug 2020)
52.204-17 Ownership or Control of Offeror (Aug 2020)
52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020)
52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)
52.204-20 Predecessor of Offeror (Aug 2020)
52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)
52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)
52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)
52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (Nov 2015)
52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021)
52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)
52.211-15 Defense Priority and Allocation Requirements (Apr 2008)
52.212-4 Contract Terms and Conditions -- Commercial Items (Nov 2021)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (May 2022)

Preselected:
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statement (Jan 2017)
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.233-3 Protest After Award (Aug 1996)
52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)

Select as Applicable for Set Aside Type:
52.219-6 Notice of Total Small Business Set-Aside (Nov 2020)

Required:
52.215-8 Order of Precedence-Uniform Contract Format (Oct 1997)
52.219-1 Small Business Program Representations (Feb 2024)
52.222-50 Combatting Trafficking in Persons (Nov 2021)
52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (June 2020)
52.227-1 Authorization and Consent (Jun 2020)
52.229-3 Federal, State, and Local Taxes (Feb 2013)
52.232-33 Payment by Electronic Funds Transfer--System for Award Management (Oct 2018)
52.222-41 Service Contract Labor Standards (Aug 2018)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)
52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts For Certain Services--Requirements (May 2014)

52.217-8 Option to Extend Services (Nov 1999).
52.217-9 Option to Extend the Term of the Contract (Mar 2000)

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)
52.225-13 Restrictions on Certain Foreign Purchases (Feb 2021)
52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (Jun 2020)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)
52.233-1 Disputes (May 2014)
52.243-1 Changes Fixed-Price
52.244-6 Subcontracts for Commercial Products and Commercial Services (Feb 2024)
52.252-5 Authorized Deviations in Provisions (Nov 2020)
52.252-6 Authorized Deviations in Clauses (Nov 2020)
52.246-4 Inspection of Services
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)
52.246-2 Inspection of Supplies-Fixed-Price (Aug 1996)
52.246-4 Inspection of Services-Fixed-Price (Aug 1996)
52.249-4 Termination for Convenience of the Government (Services) (Short Form) (Apr 1984)
52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)
252.203-7000 Requirements Relating to Compensation of Former DoD Officials (Sep 2011)
252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Dec 2022)
252.203-7005 Representation Relating to Compensation of Former DoD Officials (Sep 2022)
252.204-7003 Control of Government Work Product (Apr 1992)
252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Oct 2016)
252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Deviation 2024-O0013 Revision 1) (May 2024)
252.204-7015 Notice of Authorized Disclosure of Information by Litigation Support (Jan 2023)
252.204-7016 Covered Defense Telecommunications Equipment or Services—Representation (Dec 2019)
252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation (May 2021)
252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (Jan 2023)
252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements (Mar 2022)
252.204-7020 NIST SP 800-171 DoD Assessment Requirements (Jan 2023)
252.204-7024 Notice on the Use of the Supplier Performance Risk System (Mar 2023)

252.215-7013 Supplies and Services Provided by Nontraditional Defense Contractors (Jan 2023)
252.223-7008 Prohibition of Hexavalent Chromium (JAN 2023)
252.225-7001 Buy American and Balance of Payments Program (Feb 2024)
252.225-7002 Qualifying Country Sources as Subcontractors (Mar 2022)
252.225-7013 Duty-Free Entry (Nov 2023)
252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime (Jan 2023)
252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region (Jun 2023)
252.225-7048 Export Controlled Items (Jun 2013)
252.232-7010 Levies on Contract Payments (Dec 2006)
252.232-7017 Accelerating Payments to Small Business Subcontractors—Prohibition on Fees and Consideration (Apr 2020)
252.244-7000 Subcontracts for Commercial Products and Commercial Services (Jan 2023)
252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Aug 2016)

252.246-7008 Sources of Electronic Parts (May 2018)
252.247-7023 Transportation of Supplies by Sea (Feb 2019)
52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)
52.252-2 Clauses Incorporated by Reference (Feb 1998)

Section K – Representations
52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (Jan 2017)
52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)
52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021)
52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.(Nov 2021)
52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction (Feb 2016)
52.212-3 Alt 1 Offeror Representations and Certifications-Commercial Items (Mar 2020)
252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (Oct 2016)

Section L - Instructions Conditions and Notices to Bidders
52.212-1 Instructions to Offerors—Commercial Items (Nov 2021)
52.204-7 System for Award Management (Oct 2018)
52.204-13 System for Award Management Maintenance (Oct 2018)
52.204-22 Alternative Line Item Proposal (Jan 2017)
52.211-14 Notice of Priority Rating (apr 1008)
252.213-7000 Notice to Prospective Suppliers on Use of Supplier Performance Risk System in Past Performance Evaluations (Sep 2019)

Section M – Evaluation Factors for Award

52.212-2 Evaluation Commercial Items
FAR Part 13 Best value, SPRS ratings, price and delivery terms
Award will be based on the Best Value to the Government Considering Price, Delivery, Quality, and Past Performance.

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (Oct 2018)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.
(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:
(1) The support contractor not disclose any information;
(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;
(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter
unless otherwise provided by law or regulation; and,
(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.
(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.
(End of Text)

C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019) (Jan 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.
(End of Text)

G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the sub line item number (SLIN) or CLIN level, rather than at the total contract/TO level, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by technical instruction (TI), SLIN, or CLIN level. For other than firm fixed price subcontracts, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.
(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.
(End of Text)

G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2018)

(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

(i) The Procuring Contracting Officer (PCO) is:
See page 1, Block 24

(ii) The Contract Specialist is:
Name: Jamell Kilgore
E-mail: jamell.l.kilgore.civ@us.navy.mil
Phone:

(iii) The Administrative Contracting Officer (ACO) is:
Not Applicable

(d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:
Not Applicable

(e) The Alternate Contracting Officer's Representative (ACOR) is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the contracting officer; a copy of the ACOR appointment will be provided upon award of this contract.

The Alternate Contracting Officer's Representative (ACOR) is:
Not Applicable

(f) The Technical Point of Contact (TPOC) is the contracting officer's representative for technical matters when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) if specified in the contract as well as the inspection and acceptance of all contract deliverables.

The Technical Point of Contact (TPOC) is:
Name:
Email:

(g) The Alternate Technical Point of Contact (ATPOC) is responsible for TPOC responsibilities and functions in the event that the TPOC is unavailable due to leave, illness, or other official business.

The Alternate Technical Point of Contact (ATPOC) is:
Not Applicable

(h) The Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

The Ombudsman is:
Not Applicable

(i) The Authorized Ordering Person(s) for Per-Call Maintenance is responsible for issuing and maintaining records for any per-call orders for remedial maintenance placed under this contract. No per-call order shall be placed outside the scope of this contract and the cumulative total of all orders shall not be in excess of any not-to-exceed amount specified in the contract. Per-call orders shall not, in any way, modify any terms and conditions of the contract.

(j) The Authorized Ordering Person(s) for Per-Call Maintenance is:
Person(s) listed in (f) with approval from persons listed in (c) (i) and (ii).

(k) The Contractor's point of contact for performance under this contract is:

Name:
E-mail:
Address: **See Block 9**
Phone

(End of Text)

G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (JUL 2021)

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the [insert activity name]. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.

(b) The federal Government observes public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link:
https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/.

(c) Delayed Opening, Early Dismissal and Closure of Government Facilities. When a Government facility has a delayed opening, is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal, delayed opening, or during periods of inclement weather, onsite contractors should monitor the OPM website as well as radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

(d) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and the company's established policy and procedures. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy and procedures.

(e) If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.

(f) The hours of operation are as follows:

AREA	FROM	TO
NSWC-PCD and/or NEDU	**0900**	**1430***

(g) All deliveries to the Receiving Officer, (See Delivery Schedule, Section F), shall be made Monday through Friday from **0900** to **1430** local time, unless otherwise specified. Deliveries will not be accepted after **1430**. No deliveries will be accepted on federal government holidays.

*****Note*** Trucks must gain access to the base prior to 1430.**

(End of text)

G-242-W001 CONTRACT ADMINISTRATION FUNCTIONS (NAVSEA) (OCT 2018)

(a) In accordance with FAR 42.302(a) all functions listed are delegated to the ACO except the following items to be retained by the PCO:

ALL functions listed will be retained by the PCO.

(b) In accordance with FAR 42.302(b), the following additional functions are delegated to the ACO: **None**

(End of Text)

L-204-H003 NOTIFICATION OF USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2019)

(a) NAVSEA may use a contractor to manage official contract files hereinafter referred to as "the support contractor", including the official file supporting this procurement. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as “protected information”. File management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file management services are acquired will contain a requirement that

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the offeror may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or

disclosed Protected Information, for the unauthorized duplication, release, or disclosure of such Protected Information.

(c) Submission of a proposal will be considered as consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file management support contractor for the limited purpose of executing its file support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Offerors are free to enter into separate non-disclosure agreements with the file support contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the files or otherwise encumber the government.

(End of Provision)

Shipping Address:

NSWC-Panama City
110 Vernon Ave
Receiving Building # 100
Panama City, FL 32407-7001