

<b>AWARD/CONTRACT J</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A4		<b>PAGE 1 OF 19</b>	
2. CONTRACT (Proc. Inst. Ident.) NO. SPRAL1-23-C-0003		3. EFFECTIVE DATE SEE BLOCK 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. M9855120900029			
5. ISSUED BY  DLA LAND AND MARITIME (ALBANY) DLR PROCUREMENT OPERATIONS DSCC-Z 814 RADFORD BLVD ALBANY GA 31704-3019 USA Local Admin: Cerita Sellers PMCMKKM Tel: DSN312-850-4005 Fax: 614-693-1577 Email: Cerita.Sellers@dla.mil		CODE SPRAL1		6. ADMINISTERED BY (If other than Item 5)  DCMA AMERICAS 275 BANK ST SUITE 200 OTTAWA ONTARIO CANADA K2P 2L6 OTTAWA ON K2P 2L6 CANADA Criticality: C PAS : None		CODE SCN01A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  CANADIAN COMMERCIAL CORPORATION 350 ALBERT ST SUITE 700 OTTAWA ON K1A 0S6 CANADA				8. DELIVERY  <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT  Net 30 days			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE		ITEM  12	
CODE 98247		FACILITY CODE L0782		ADDRESS SHOWN IN			
11. SHIP TO/MARK FOR  SEE SCHEDULE, DO NOT SHIP TO ADDRESS ON THIS PAGE		CODE		12. PAYMENT WILL BE MADE BY  DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P O BOX 182317 COLUMBUS OH 43218-2317 USA		CODE HQ0337	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				14. ACCOUNTING AND APPROPRIATION DATA  AA: 97X4930 NC2A99909303106700400501202F000000A00006688083 \$880468.05			
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	Award sent EDI, Do not duplicate shipment		35.000				
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						\$880,468.05	
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	A	SOLICITATION/CONTRACT FORM	1		I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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	H	SPECIAL CONTRACT REQUIREMENTS					
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or Print)				20A. NAME OF CONTRACTING OFFICER  Cerita Sellers Cerita.Sellers@dla.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA  BY Cerita Sellers		20C. DATE SIGNED  2022 NOV 21	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

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NOTE: PLEASE DO NOT SUBMIT ANY REQUEST FOR CONTRACT MODIFICATION THROUGH THE SYSTEM. THE 'ISSUED BY' DODAAC SPRAL1 DOES NOT USE PAR. BEST COURSE OF ACTION WILL BE TO SEND AN EMAIL TO CERITA.SELLERS@DLA.MIL FOR ANY MODIFICATION OR ISSUES AFTER AWARD.

PURCHASE ORDER CLAUSES ARE APPLICABLE AS INDICATED IN THE REVISION OF THE DLA MASTER SOLICITATION FOR AUTOMATED SIMPLIFIED ACQUISITIONS IN EFFECT ON THE AWARD DATE. ALL REVISIONS OF THE DLA MASTER SOLICITATION FOR AUTOMATED SIMPLIFIED ACQUISITIONS CAN BE FOUND ON THE WEB AT:  
<http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>.

DLAD PROCUREMENT NOTES  
DLAD Procurement Notes are incorporated by reference, with the same force and effect as if they were in full text. The full text of a DLAD Procurement Note may be accessed electronically at  
<http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx> and via 'References' on the DIBBS homepage.

Approved Source of Supply: ARMATEC SURVIVABILITY / CAGE L0782

Approved Part Number: AC86103-10

DUTY FREE ENTRY applies. See DFARS clause 252.225-7013.

DCMA - At time of acceptance, please provide carrier name and tracking number to: Cerita.Sellers@dlam.mil

Best Commercial Packaging is acceptable.

Accelerated Delivery is acceptable at no additional cost to the Government.

Partial and Early deliveries are acceptable.

"IN ORDER NOT TO DELAY PAYMENT VENDOR SHOULD ENTER YOUR INVOICE AND RECEIVING REPORT AT THE TIME WHEN YOU ENTER THE REQUEST INTO VSM FOR DDC TO PICK-UP MATERIAL."

Procurement Integrated Enterprise Environment (PIEE) formerly WAWF e-Business Suite: Use Invoice and Receiving Type Invoice. To ensure timely payment the vendor should enter the required info in WAWF on the day the material ships from their facility. Contractors/vendors not using WAWF will need to register for WAWF in the PIEE, in order to gain access to the new MyInvoice functionality.

Procurement Integrated Enterprise Environment (PIEE) formerly WAWF e-Business Suite is a secure web based system for electronic invoicing, receipt, and acceptance. PIEE allows government vendors to submit and track invoices and receipt/acceptance documents in WAWF over the web and allows government personnel to process those invoices in a real-time, paperless environment. It is also the only application that will be used to capture the Unique Identification (UID) of Tangible Items information.

WAWF is in accordance with the 2001 National Defense Authorization Act (DFARS 252.232-7003/252.232.7003 Electronic Submission of Payment Requests - January 2004) which requires claims for payment under a Department of Defense Contract to be submitted in electronic form.

As of March 03, 2008, DOD has issued a final rule amending the Defense Federal Acquisition Regulation supplement (DFARS) to require use of the Wide Area Workflow (WAWF) as the only acceptable electronic system for submitting requests for payment (invoices and receiving reports) under DOD contracts.

SOURCES MUST BE REGISTERED IN SYSTEM AWARD MANAGEMENT (SAM.Gov) and PROCUREMENT INTEGRATED ENTERPRISE ENVIRONMENT (PIEE) formerly WAWF e-Business Suite.

This is a First Destination Transportation (FDT) program award. If this award is for FMS or has an APO/FPO ship-to address, these instructions do not apply.

1. CONUS AWARDEE SHIPPING TO ALL LOCATIONS: Transportation requirements for FDT awards are located in DLAD Procurement Note C16 First Transportation Destination (FDT) Program - Government-Arranged Transportation for Manual Awards and DLAD Procurement Note C20 Vendor Shipment Module.
2. OCONUS AWARDEE WITH INSPECTION AND ACCEPTANCE AT DESTINATION: If awardee is outside the contiguous United States transportation requirements are located in DLAD Procurement Note C16 First Transportation Destination (FDT) Program - Government-Arranged Transportation for Manual Awards and DLAD Procurement Note C17 First Destination Transportation (FDT) Program - Shipments Originating from Outside the Contiguous United States and DLAD Procurement Note C20 Vendor Shipment Module. The contiguous United States location identified in the awardee's offer is the f.o.b. origin pick-up point.
3. OCONUS AWARDEE WITH INSPECTION AND ACCEPTANCE AT ORIGIN: If awardee is outside the contiguous United States and Inspection and Acceptance are at Origin, DLAD Procurement Note C21 Shipping Instruction Request (SIR) applies.

C21 Shipping Instruction Request (SIR) (AUG 2017)

211-9060 TIME OF DELIVERY (JUNE 2015)  
The following Delivery Schedule applies to this award. See applicable TIME OF DELIVERY clause in Section F of the solicitation or see Amendment Number for additional information.

DELIVERY SCHEDULE:  
ITEM NUMBER: 0001  
QUANTITY: 35  
DAYS: 217 ADO (After Date of Order)

Liquidated Damages ( ) is ( X ) is not applicable.

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<p>Note: Accelerated delivery is acceptable at no additional cost to the Government (End of clause)</p> <p>NOTE: THE CONTRACTOR NEEDS TO SEND AN EMAIL TO CERITA.SELLERS@DLA.MIL WITH PROOF OF DELIVERY (POD) CONFIRMATION OR BILL OF LADING (BOL) OR PROOF OF PICK-UP (ATTACHED TO THE EMAIL) ONCE THE ITEM HAS BEEN SHIPPED.</p> <p>NOTE: PLEASE DO NOT SUBMIT ANY REQUEST FOR CONTRACT MODIFICATION THROUGH THE SYSTEM. THE 'ISSUED BY' DODAAC SPRAL1 DOES NOT USE PAR. BEST COURSE OF ACTION WILL BE TO SEND AN EMAIL TO CERITA.SELLERS@DLA.MIL FOR ANY MODIFICATION OR ISSUES AFTER AWARD.</p> <p>Accelerated Delivery is acceptable at no additional cost to the Government.</p> <p>RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT (SEP 2016):</p> <p>(1) Additional Packaging and Marking Requirements:</p> <p>(a) Prohibited cushioning and wrapping materials: Use of asbestos, excelsior, newspaper, shredded paper (all types, including wax paper and computer paper), and similar hygroscopic or non-neutral materials and all types of loose-fill materials, including polystyrene, is prohibited for application such as cushioning, fill, stuffing, and dunnage. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material.</p> <p>(b) MIL-STD-129 establishes requirements for contractors that ship packaged materiel to the Government to provide both linear bar codes and two-dimensional (2D) symbols on shipping labels. Shipping labels with 2D symbols are referred to as Military Shipping Labels (MSL) and are required on all CONUS and OCONUS shipments with the following exceptions:</p> <p>(1) Subsistence items procured through full-line food distributors (prime contractors), "market ready" type items shipped within the Continental United States (CONUS) to customers within CONUS;</p> <p>(2) Any item for which ownership remains with the contractor until the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the contractor into the designated location or issuance from the designated location by contractor personnel (i.e., the contractor is required to stock bins at the customer location and/or issue parts from a contractor controlled parts room).</p> <p>(3) Bulk petroleum, oil and lubricant products delivered by pipeline; or tank car, tanker and tank trailer for which the container has a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; a maximum net mass greater than 400 kg (882 pounds) and a capacity greater than 450 L (119 gallons) as a receptacle for a solid; or a water capacity greater than 454 kg (1000 pounds) as a receptacle for a gas.</p> <p>(4) Medical items procured through Customer Direct suppliers or prime contractors that do not enter the Defense Transportation System.</p> <p>(5) Delivery orders when the basic contract has not been modified to require MIL-STD-129.</p> <p>(c) MIL-STD-129 provides numerous illustrations of what should be bar-coded and the recommended placement of the bar code. Further information is available on the DLA Packaging Web Site at: <a href="http://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging.aspx">http://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging.aspx</a> .</p> <p>(2) Requirements for Treatment of Wood Packaging Material (WPM)</p> <p>(a) Assets packed in or on wood pallets, skids, load boards, pallet collars, wood boxes, reels, dunnage, crates, frames, and cleats must comply with the Heat Treatment (HT) or Heat Treatment/Kiln Dried (HT/KD)(continuous at 56 degrees Centigrade for 30 minutes) standard in DoD Manual 4140.65-M "Compliance for Defense Packaging: Phytosanitary Requirements for Wood Packaging Material (WPM)". WPM must be stamped or branded with the appropriate certification markings as detailed in DOD 4140.65-M and be certified by an accredited American Lumber Standards Committee (ALSC)-recognized agency. The WPM certification markings must be easily visible, especially in pallet loads, to inspectors.</p> <p>(3) Palletization shall be in accordance with MD00100452, REVISION C, DATED 09/2016 found at <a href="http://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging/Palletization.aspx">http://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging/Palletization.aspx</a></p> <p>(End of TQ Requirement)</p> <p>*****</p> <p>IP025: PACKAGING, MARKING, AND SHIPPING OF HAZARDOUS MATERIALS</p> <p>1. Packaging and marking for hazardous materials shall comply with applicable requirements including Performance Oriented Packaging (POP) contained in the International Air Transport Association (IATA) Dangerous Goods Regulations, AFMAN 24-204/DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment or the International Maritime Dangerous Goods Code (IMDG) and with Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49.</p> <p>2. All performance test requirements shall be supported by certificates and reports attesting to the date and the results obtained from performance oriented packaging testing. The contractor, if not a self-certifier, shall be responsible for assuring that third party sources providing performance testing services are, in fact, registered with the Department of Transportation.</p> <p>3. The contractor's signed certification that the packaged configuration meets DOT, IATA or IMDG requirements shall be</p>		
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<p>incorporated on the DD Form 250, Material Inspection and Receiving Report, and other related acceptance document if the DD Form 250 is not used. Ensure the Shipper's Declaration for Dangerous Goods (SDDG) is included for all air shipments in accordance with IATA and/or AFMAN 24-204/DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment. All certificates and reports (including training records) shall be available for inspection by authorized Government representatives for a period of three years.</p> <p>4. Shipment to a military aerial port or through a military container consolidation point to include, but not limited to those DOD Activity Address Codes (DODAAC) listed below, for onward movement to an OCONUS customer shall comply with AFMAN 24-204/DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment. Publication is available at: <a href="http://static.e-publishing.af.mil/production/1/af_a4_7/publication/afman24-204_ip/afman24-204_ip.pdf">http://static.e-publishing.af.mil/production/1/af_a4_7/publication/afman24-204_ip/afman24-204_ip.pdf</a></p> <p>SW3225 - CCP (Tracy, CA)  FB4427 - Travis AFB  SW3123 - CCP (New Cumberland, PA)  FB4497 - Dover AFB  SW3142 - Yokosuka, Japan  FB4418 - Charleston AFB  N45627 - Norfolk NAS Terminal  FB4484 - McGuire AFB  FB4479 - McChord, WA</p> <p>5. Shipment by a commercial air carrier for onward movement to an OCONUS customer, packaging and certification shall comply with the International Air Transport Association (IATA) Dangerous Goods Regulations International.</p> <p>6. Shipment to a water port for onward movement via vessel, packaging and documentation shall comply with the IMDG, International Maritime Dangerous Goods Code.</p> <p>7. Training and certification for preparing DOD shipments by any mode of transport may be obtained by contacting the DOT/Technical Safety Institute at: Transportation Safety Institute, 6500 South MacArthur Blvd, Oklahoma City, OK 73169-6900, Commercial: (405) 954-4500, Web address: <a href="http://www.tsi.dot.gov">www.tsi.dot.gov</a>  (End of TQ Requirement)</p> <p>*****</p> <p>C01 Superseded Part Numbered Items (SEP 2016)  If an item part number is superseded during the term of this contract, the contractor shall advise the contracting officer immediately upon determination. The notice shall include complete information on the superseding item form, fit, function, configuration, application, or physical nature. The contracting officer will determine whether the item is acceptable to the Government, advise the contractor within seven days, and modify the contract accordingly.</p> <p>*****</p> <p>C03 Contractor Retention of Supply Chain Traceability Documentation (SEP 2016)  (1) By submitting a quotation or offer, the contractor agrees that, when the contractor is not the manufacturer of the item, it is confirming that it currently has or will obtain before delivery and shall retain documented evidence (supply chain traceability documentation) that the item is from the approved manufacturer and conforms to the technical requirements. The retention period is five years after final payment under this contract.  (2) At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or national stock number, manufacturing source, manufacturing source's commercial and government entity code (e.g. CAGE code), and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to item(s) acceptance by the Government. The documentation should also include, where available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers.  (3) Examples of acceptable supply chain traceability documentation can be found at: <a href="http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/">http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/</a>  (4) The contractor shall immediately make available documentation upon request of the contracting officer. The contracting officer determines the acceptability and sufficiency of documentation. If the contractor fails to retain or provide the documentation or the contracting officer finds the documentation to be unacceptable, corrective action may be taken including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.</p> <p>*****</p> <p>RQ009: INSPECTION AND ACCEPTANCE AT ORIGIN  1. The Government's Quality Assurance Representative (QAR) will inspect supplies described by manufacturer's name/code and part number at origin location(s):  a. The QAR may require that objective evidence be furnished establishing the name and address of the plant that manufactures the supplies to ensure that a domestic product is being supplied.  b. Objective evidence of performance must be present for all quality assurance requirements specified in the contract. The QAR may require additional examinations and tests to determine:  i. Completeness of item  ii. Material is new and unused  iii. Absence of rust  iv. Contamination, or deterioration  v. Correct identification/item marking  vi. Correct packaging  vii. Absence of any damage  viii. Compliance with preparation for delivery</p>		



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2. If the supplier is not the manufacturer of the supplies, objective evidence must be furnished to establish that the supplies were produced by the approved manufacturer.

3. For supplies designated as former Government surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing), the original package markings of each item shall be verified to previous Government contract number and part number. Any deviation shall be cause for rejection of the item. The Procuring Activity may add additional inspection requirements based on the evaluation of the surplus offer. Such additional requirements will be identified before the award.  
(End of TQ Requirement)

RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels.  
(End of TQ Requirement)

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RQ017: PHYSICAL IDENTIFICATION/BARE ITEM MARKNG

(1) Unless authorized by exclusions listed below, items shall be marked as specified in the current military standard 130 (MIL-STD-130). The following supplemental marking requirements shall take precedence in case of conflict with MIL-STD-130:

(a) Unless the design control document specifically cites other marking requirements, the item will be considered too small to mark under the conditions listed below (however, IP027 Packing and Marking Requirements for Federal Stock Class (FSC) 5961 and Semiconductors and Hardware Devices and FSC 5962 Electronic Microcircuits) applies:

(2) For federal supply classes (FSCs) 5905, 5910, 5935, 5961, 5962, and 5999, items smaller than .100 inch in diameter and .250 inch in length or .100-inch square X .250 inch in length, exclusive of wire leads, will not be marked.

(3) Items from other FSCs will not be marked if the item is smaller than .250 inch in diameter X .500-inch-long or .250-inch square X .500-inch-long, exclusive of wire leads.

(4) Restrictions (1) and (2) above will not preclude marking of items of smaller dimensions if it is the manufacturer's standard practice to do so.

(a) No other physical item marking exclusions are authorized unless specified by MIL-STD-130.

(End of TQ Requirement)

\*\*\*\*

C02 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016)

The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer. In the event that manufacturing phase-out or discontinuance of production of such items is contemplated, the contractor is required to notify the contracting officer and publish the discontinuance in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to DLA DMSMS at dsc.dmsms@dla.mil.

\*\*\*\*\*

Contract Cost Principles 1031-2 applies in accordance with DFARS 231.100-70.

Per international agreement, the Public Works and Government Services Canada (PWGSC) now known as Public Services and Procurement Canada (PSPC), performs audits, when needed, for contracts overseen by the Canadian Commercial Corporation, in accordance with international agreement, and Canadian cost principles will be used in performance of such audits."

DFARS PGI 225.870-1(d)(ii)(B) and DFARS PGI 225.870-1(d)(iii) applies:

DFARS PGI 225.870-1(d)(ii)(B) - The Public Works and Government Services Canada (PWGSC) now known as Public Services and Procurement Canada (PSPC) performs audits when needed, for contracts overseen by the Canadian Commercial Corporation in accordance with international agreement; and

DFARS PGI 225.870-1(d)(iii) - In accordance with DPAP Policy Memorandum dated June 5, 2013, PWGSC will perform audits without charge to DoD, including accounting system and interim voucher reviews, when needed for-

(A)DoD contracts awarded directly to Canadian firms.

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SECTION B

SUPPLIES/SERVICES: 2540-20-005-1801  
MFR. CAGE: L0782 P/N: AC86103-10

ITEM DESCRIPTION:

Approved Source of Supply: ARMATEC SURVIVABILITY / CAGE L0782

Approved Part Number: AC86103-10

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	2540-20-005-1801 CAGE/PN: L0782 AC86103-10 ARMOR ,SUPPLEMENTAL,	35.000	EA	\$ 25,156.23	\$ 880,468.05

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 2023 JUN 26

FOB PAYMENT METHOD: GOVERNMENT

PLACE of INSPECTION for SUPPLIES:  
L0782  
ARMATEC SURVIVABILITY CORP  
1 NEWTON AVE  
DORCHESTER ON N0L 1G4  
CANADA

PREP FOR DELIVERY:

POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (52.247-9034) (A) DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA)  
ADMINISTERED ORDERS: CONTACT THE TRANSPORTATION OFFICER AT THE ADMINISTERING DCMA LOCATION.

(B) DEFENSE LOGISTICS AGENCY (DLA) ADMINISTERED ORDERS: CONTACT THE DLA TRANSPORTATION OFFICE FOR SHIPPING INSTRUCTIONS BY FACSIMILE TO 717-770-2701 OR VIA EMAIL TO DELIVERY@DLA.MIL. A RETURN FAX NUMBER MUST BE INCLUDED WITH YOUR FAXED REQUEST. THA DLA DISTRIBUTION'S HOURS OF OPERATION ARE MONDAY THROUGH FRIDAY, 7:00 A.M. TO 11:00 P.M. AND SATURDAY FROM 8:00 A.M. TO 4:30 P.M. EXCLUDING HOLIDAYS. FOR URGENT REQUIREMENTS AND QUESTIONS, YOU MAY CALL THE DLA DISTRIBUTION AT 1-800-456-5507. DLA'S DISTRIBUTION PLANNING AND MANAGEMENT SYSTEM (DPMS) MAY BE USED TO OBTAIN TRANSPORTATION INSTRUCTIONS IN LIEU OF CONTACTING THE TRANSPORTATION OFFICE. IN ADDITION, THE SUPPLIERS SHOULD ACCESS DPMS AT [HTTPS://VSM.DISTRIBUTION.DLA.MIL](https://VSM.DISTRIBUTION.DLA.MIL) OR CALL 1-800-456-5507 FOR TRANSPORTATION AND SHIPPING ASSISTANCE.

The below LOA is to be used when transporting logistic materiel in support of SMAG NWCF when shipped Freight on Board (FOB), ORIGIN-FDT for TAC L811 only. The SDN used for this LOA is M9855123CB0L811.

AA 97X4930 NC2A 220 67004 0 501202D 000000 4V123CB0L811

INSTRUCTIONS FOR SHIPPING: CARRIERS NEED TO CALL 24 HOURS IN ADVANCE FOR DELIVERY APPOINTMENT.

Albany, GA - Commercial telephone number: 229 639 5860. Hours of receiving operation are 0800 to 1500 Monday through Friday. Appointments are mandatory. Carriers without appointments must go to the end of the line. If there is a problem, contact Transportation Officer (TO) and Transportation Supervisor, Pamela Adams at (229) 639-9399 or Pamela.Adams@dla.mil. All DoD shipping activities when shipping 20/40 foot containers, please notify Albany 48 hours in advance so equipment can be set up for offloading. No deliveries on Saturdays, Sundays or Government holidays.

All shipments must contain proper shipping documentation. Suppliers must attach in a water-resistant envelope to the exterior shipping container a copy of the DD Form 250 or Invoicing, Receipt, Acceptance and Property Transfer report or if authorized by your contract, a commercial packing list. All documents must include at a minimum, Complete Mark For (M/F) information including TCN (when applicable), contract/order number, CLIN, National Stock Number (NSN) or part number if NSN is not available; Shipment Number, quantity, and Unit of Issue.

Omission of any data on your shipping documentation will cause a delay in receipt of goods and significantly delay payment.

ASTM-D3951 COMMERCIAL  
QUP = 001  
PKGING DATA - SHALL BE PACKAGED STANDARD COMMERCIAL IN ACCORDANCE WITH ASTM D3951  
MARKING PARAGRAPH

WHEN ASTM D3951, COMMERCIAL PACKAGING IS SPECIFIED, THE FOLLOWING APPLY:

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SECTION B

SUPPLY/SERVICE: 2540-20-005-1801 MFR. CAGE: L0782 P/N: AC86103-10 CONT'D

-ALL CONTAINERS SHALL MEET ASTM D4169, STANDARD PRACTICE FOR PERFORMANCE TESTING OF SHIPPING CONTAINERS AND SYSTEMS.  
-ALL SECTION D PACKAGING CLAUSES TAKE PRECEDENCE OVER ASTM D3951.  
-IN ADDITION TO REQUIREMENTS IN MIL-STD-129P, ALL LABELING AND MARKING SHALL HAVE A METHOD OF PRESERVATION OF COMMERCIAL PACK APPLIED TO THE MIL-STD-129 IDENTIFICATION LABELS ON ALL SHIPPING CONTAINERS, INCLUDING THE UNIT AND INTERMEDIATE LEVELS. THE METHOD OF PRESERVATION (M) OF COMMERCIAL PACK (CP) SHALL BE APPLIED TO ALL LABELS AND MARKINGS AS "MCP"  
-FOR ALL SHIPMENTS OF PACKAGED MATERIAL TO THE GOVERNMENT, WHICH INCLUDES EITHER DEPOT (DLA-DIRECT) OR DVD (CUSTOMER-DIRECT) SHIPMENTS, BOTH DOD LINEAR AND TWO-DIMENSIONAL (2D) BAR CODE MARKINGS ARE REQUIRED IN ACCORDANCE WITH MIL-STD-129. SEE TECH/QUALITY (T/Q) REQUIREMENT RP001 FOR EXCEPTIONS TO THE MILITARY SHIPMENT LABELS (MSL) REQUIREMENT. WHEN THE MSL IS REQUIRED, THE TRANSPORTATION CONTROL NUMBER (TCN) IS NOT AN EXCEPTION AND MUST ALWAYS BE PRESENT. TCN CONSTRUCTION IS DETAILED IN DTR 4500.9-R (APPENDIX L).  
-THE UNIT OF ISSUE (U/I) AND QUANTITY PER UNIT PACK (QUP) AS SPECIFIED IN THE CONTRACT TAKE PRECEDENCE OVER ASTM D3951.  
-LOOSE-FILL CUSHIONING AND DUNNAGE MATERIALS ARE PROHIBITED IN ALL SHIPMENTS TO DOD CUSTOMERS.  
-UNITIZATION IN ACCORDANCE WITH MIL-STD-147, PALLETIZED UNIT LOADS, IS REQUIRED FOR ALL SHIPMENTS TO THE DOD ACTIVITIES.

SW3121

DLA DISTRIBUTION ALBANY  
TRANSPORTATION OFFICER  
814 RADFORD BLVD BLDG 1221 DOOR 20  
ALBANY GA 31704-1128  
US

SW3121

DLA DISTRIBUTION ALBANY DDAG-T  
MCLB BLDG 1221 DOOR 20  
814 RADFORD BLVD  
ALBANY GA 31704-1128  
US

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0001	1000143779	0001	M9855120900029	0001	N/A	N/A

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## SECTION C - SPECIFICATIONS/SOW/SOO/ORD

### C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2020)

### C01 SUPERSEDED PART NUMBERED ITEMS (SEP 2016)

### C14 CORRECTION OF NONCONFORMING PACKAGING OR MARKING (MAY 2020)

### C21 SHIPPING INSTRUCTION REQUEST (SIR) (JUN 2020)

## SECTION D - PACKAGING AND MARKING

### 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019) DFARS

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

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

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

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

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

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

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

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

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

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

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

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

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that --

(i) Are in any of the following classes of supply, as defined in DoD Manual 4140.01, Volume 6, DoD Supply Chain Materiel Management Procedures: Materiel Returns, Retention, and Disposition:

- (A) Subclass of Class I - Packaged operational rations.
- (B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class IIIP - Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV - Construction and barrier materials.
- (E) Class VI - Personal demand items (non-military sales items).

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## SECTION D - PACKAGING AND MARKING (CONTINUED)

- (F) Subclass of Class VIII - Medical materials (excluding pharmaceuticals, biologicals, and reagents - suppliers should limit the mixing of excluded and non-excluded materials).
- (G) Class IX - Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and
- (ii) Are being shipped to one of the locations listed at [https://www.acq.osd.mil/log/sci/RFID\\_ship-to-locations.html](https://www.acq.osd.mil/log/sci/RFID_ship-to-locations.html) or to --
- (A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to --
- (B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

- (2) The following are excluded from the requirements of paragraph (b)(1) of this clause:
- (i) Shipments of bulk commodities.
- (ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.
- (c) The Contractor shall --
- (1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;
- (2) Use passive tags that are readable; and
- (3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.
- (d) *Data syntax and standards.* The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.gs1.org/epc-rfid>.
- (1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.
- (2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located in the DoD Suppliers' Passive RFID Information Guide at <http://www.acq.osd.mil/log/sci/ait.html>. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.
- (3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).
- (e) *Advance shipment notice.* The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS [252.232-7003](#), Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.
- (End of clause)

## SECTION E - INSPECTION AND ACCEPTANCE

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

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

### **E06 INSPECTION AND ACCEPTANCE AT SOURCE (JUN 2018)**

Inspection and acceptance are at source. The place of acceptance is the location where the Government conducts the last inspection before shipment, unless the contractor indicated a different physical location for acceptance below.

The contractor shall indicate the location where supplies will be inspected, if different from the production location:

Commercial and Government Entity (CAGE) code: **L0782**

Address: **1 Newton Ave. Dorchester, ON, N0L 1G4**

Applicable to contract line item numbers(s) (CLIN(s)): **0001**

The contractor shall indicate the location where packaging will be inspected, if different from the production location:

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## **SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)**

[ X ] Same as for supplies OR

CAGE code:

Address:

Applicable to CLIN(s):

The contractor shall indicate the location where supplies will be accepted, if different from the inspection location:

Commercial and Government Entity (CAGE) code:

Address:

Applicable to contract line item numbers(s) (CLIN(s)):

## **SECTION F - DELIVERIES OR PERFORMANCE**

**52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR**

**52.242-15 STOP-WORK ORDER (AUG 1989) FAR**

**52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR**

## **SECTION I - CONTRACT CLAUSES**

**52.202-1 DEFINITIONS (JUN 2020) FAR**

**52.203-3 GRATUITIES (APR 1984) FAR**

**52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR**

**52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) FAR**

**52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT - ALTERNATE I (NOV 2021) FAR**

**52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020) FAR**

**52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR**

**52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR**

**52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) FAR**

**52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020) FAR**

**252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS**

**52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR**

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

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

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<b>SECTION I - CONTRACT CLAUSES (CONTINUED)</b>		
<b>252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS</b>		
<b>252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019) DFARS</b>		
<b>52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021) FAR</b>		
<b>252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019) DFARS</b>		
<b>52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR</b>		
<b>52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUN 2020) FAR</b>		
<b>52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2020-00019) (JAN 2022) FAR</b>		
<p>(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in --</p> <ul style="list-style-type: none"> <li>(1) Israel, and the anticipated value of the acquisition is \$50,000 or more;</li> <li>(2) Mexico, and the anticipated value of the acquisition is \$92,319 or more; or</li> <li>(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$183,000 or more.</li> </ul> <p>(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.</p> <p>(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:</p> <ul style="list-style-type: none"> <li>(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.</li> <li>(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.</li> <li>(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.</li> <li>(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)</li> </ul> <p>(d) Remedies.</p> <ul style="list-style-type: none"> <li>(1) The Contracting Officer may terminate the contract.</li> <li>(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.</li> <li>(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.</li> </ul> <p style="text-align: center;">(End of clause)</p>		
<b>52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR</b>		
<b>52.222-26 EQUAL OPPORTUNITY (SEP 2016) FAR</b>		
<b>52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) FAR</b>		
<b>52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020) FAR</b>		
<b>52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) FAR</b>		
<b>52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020) FAR</b>		
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<p><b>SECTION I - CONTRACT CLAUSES (CONTINUED)</b></p> <p><b>52.223-20 AEROSOLS (JUN 2016) FAR</b></p> <p><b>52.223-21 FOAMS (JUN 2016) FAR</b></p> <p><b>252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022) DFARS</b></p> <p>(a) <i>Definitions.</i> As used in this clause --</p> <p>“Component” means any item supplied to the Government as part of an end product or of another component.</p> <p>“End product” means supplies delivered under a line item of this contract.</p> <p>“Qualifying country” means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:</p> <ul style="list-style-type: none"> <li>Australia</li> <li>Austria</li> <li>Belgium</li> <li>Canada</li> <li>Czech Republic</li> <li>Denmark</li> <li>Egypt</li> <li>Estonia</li> <li>Finland</li> <li>France</li> <li>Germany</li> <li>Greece</li> <li>Israel</li> <li>Italy</li> <li>Japan</li> <li>Latvia</li> <li>Lithuania</li> <li>Luxembourg</li> <li>Netherlands</li> <li>Norway</li> <li>Poland</li> <li>Portugal</li> <li>Slovenia</li> <li>Spain</li> <li>Sweden</li> <li>Switzerland</li> <li>Turkey</li> <li>United Kingdom of Great Britain and Northern Ireland.</li> </ul> <p>“Structural component of a tent” --</p> <ul style="list-style-type: none"> <li>(1) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs); and</li> <li>(2) Does not include equipment such as heating, cooling, or lighting.</li> </ul> <p>“United States” means the 50 States, the District of Columbia, and outlying areas.</p> <p>“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.</p> <p>(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been</p> <p style="text-align: right;"><b>CONTINUED ON NEXT PAGE</b></p>		



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## SECTION I - CONTRACT CLAUSES (CONTINUED)

grown, reprocessed, reused, or produced in the United States:

- (1) Food.
  - (2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.
  - (3)(i) Tents and structural components of tents;
    - (ii) Tarpaulins; or
    - (iii) Covers.
  - (4) Cotton and other natural fiber products.
  - (5) Woven silk or woven silk blends.
  - (6) Spun silk yarn for cartridge cloth.
  - (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
  - (8) Canvas products.
  - (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
  - (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).
- (c) This clause does not apply --
- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
  - (2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool --
    - (i) Is not more than 10 percent of the total price of the end product; and
    - (ii) Does not exceed the threshold at Defense Federal Acquisition Regulation Supplement [225.7002-2\(a\)](#);
  - (3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;
  - (4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;
  - (5) To chemical warfare protective clothing produced in a qualifying country; or
  - (6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if --
    - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include ¾
      - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
      - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
      - (C) Upholstered seats (whether for household, office, or other use); and
      - (D) Parachutes (Federal Supply Class 1670); or
    - (ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.
  - (d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract --
    - (i) Shall be taken from the sea by U.S.-flag vessels; or
    - (ii) If not taken from the sea, shall be obtained from fishing within the United States; and
  - (2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.
- (End of clause)

**252.225-7013 DUTY-FREE ENTRY (MAR 2022) DFARS**

**252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022) DFARS**

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## SECTION I - CONTRACT CLAUSES (CONTINUED)

**252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022) DFARS**

**252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS**

**52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR**

**52.232-17 INTEREST (MAY 2014) FAR**

**52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR**

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018) FAR**

**52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021) FAR**

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

(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).

### **Invoice and Receiving Report**

(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.

### **See Award**

(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	HQ0337
Issue By DoDAAC	SPRAL1
Admin DoDAAC	SCN01A
Inspect By DoDAAC	SCN01A
Ship To Code	SW3121
Ship From Code	L0782
Mark For Code	
Service Approver (DoDAAC)	

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## SECTION I - CONTRACT CLAUSES (CONTINUED)

Field Name in WAWF	Data to be entered in WAWF
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 e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

**Additional email notifications are not required.**

(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.

**Contact the local contract administrator found in block 5 of the SF26**

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

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

(End of clause)

### 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

### 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

### 52.242-13 BANKRUPTCY (JUL 1995) FAR

### 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including

- (1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
- (2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

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## SECTION I - CONTRACT CLAUSES (CONTINUED)

(2) Final adjustments under an incentive provision of the contract.

(End of clause)

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

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

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

### **252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA---BASIC (FEB 2019) DFARS**

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

“Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

“Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

“Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.

“Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

“Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

“Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) “Supplies” includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Noncommercial items; or

(B) Commercial items that --

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

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## SECTION I - CONTRACT CLAUSES (CONTINUED)

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

*	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor shall --

- (1) Notify the Contracting Officer of that fact; and
  - (2) Comply with all the terms and conditions of this clause.
- (i) In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
  - (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

**52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR**

**52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR**

**52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR**

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

**252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022) DFARS**

(a) *Definitions.*

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## SECTION I - CONTRACT CLAUSES (CONTINUED)

*Basic Assessment* means a contractor's self assessment of the contractor's implementation of NIST SP 800 -171 that --

- (1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800 -171 DoD Assessment Methodology; and
- (3) Results in a confidence level of ``Low" in the resulting score, because it is a self generated score.

*Covered contractor information system* has the meaning given in the clause 252.204 -7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

*High Assessment* means an assessment that is conducted by Government personnel using NIST SP 800 -171A, Assessing Security Requirements for Controlled Unclassified Information that --

- (1) Consists of --
  - (i) A review of a contractor's Basic Assessment;
  - (ii) A thorough document review;
  - (iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800 -171 security requirements have been implemented as described in the contractor's system security plan; and
  - (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of ``High" in the resulting score.

*Medium Assessment* means an assessment conducted by the Government that --

- (1) Consists of --
  - (i) A review of a contractor's Basic Assessment;
  - (ii) A thorough document review; and
  - (iii) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of ``Medium" in the resulting score.

(b) *Applicability.* This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800 -171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204 -7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) *Requirements.* The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800 -171 DoD Assessment, as described in NIST SP 800 -171 DoD Assessment Methodology at [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html), if necessary.

(d) *Procedures.* Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800 -171 DoD Assessment Methodology to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS.

(i) The email shall include the following information:

- (A) Version of NIST SP 800 -171 against which the assessment was conducted.
- (B) Organization conducting the assessment (e.g., Contractor self-assessment).
- (C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract --

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800 -171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will achieved

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

- (i) The standard assessed (e.g., NIST SP 800 -171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

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## SECTION I - CONTRACT CLAUSES (CONTINUED)

- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, *i.e.*, medium or high.
- (vi) Summary level score (*e.g.*, 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (*i.e.*, a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800 -171.

### (e) *Rebuttals.*

- (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)).
- (2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

### (f) *Accessibility.*

- (1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).
- (3) A High NIST SP 800 -171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (*e.g.*, Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

### (g) *Subcontracts.*

- (1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).
- (2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800 -171 security requirements, in accordance with DFARS clause 252.204 -7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800 -171 DoD Assessment, as described in [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html), for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.
- (3) If a subcontractor does not have summary level scores of a current NIST SP 800 -171 DoD Assessment (*i.e.*, not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800 -171 DoD Assessment Methodology, to [webpmsmh@navy.mil](mailto:webpmsmh@navy.mil) for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

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

## SECTION J - LIST OF ATTACHMENTS

### List of Attachments

Description	File Name
ATTACH_Counteroffer__L0782__	Counteroffer (L0782).pdf
ATTACH_Final_Proposal_Revision__L0782__	Final Proposal Revision (L0782).pdf
ATTACH_Proposal__L0782__	Proposal (L0782).pdf
ATTACH_SF26_Signed__98247__	SF26 Signature (98247).pdf