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CLAUSE BOOK

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NAVSUP P-592, CLAUSE BOOK

CLAUSE BOOK

NAVSUP Publication 592

NAVY DEPARTMENT
Naval Supply Systems Command
5450 Carlisle Pike
Mechanicsburg, PA 17055

The purpose of this publication is to provide the Navy Field Contracting System (NFCS) with a consolidated listing of approved solicitation provisions and contract clauses; and to explain the procedures governing clause usage.

With this addition of the clause book, we will begin providing more real time updates to this publication. As updates to clauses occur, the revisions will be incorporated into this publication and uploaded onto the Naval Logistics Library at https://nll1.ahf.nmci.navy.mil. Hopefully, this approach will result in more timely information to the NFCS.

This publication supersedes the July 2003 Edition. If you desire any substantive additions, deletions, or changes to this publication, please use enclosure (1) to submit your recommendations.

Copies of this document may be ordered under COG 01 Stock No. 0530-LP-028-2970.

A. A. Lopez
Captain, SC, USN
Deputy Commander
Contracting Management
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Summary of Changes

The following provisions/clauses have been deleted in its entirety and shall not be used in future solicitations and/or contracts issued by the Navy Field Contracting System activities. These provisions/clauses are considered obsolete and/or unavailable for use.

SUP 5252.213-9401 Notice to Prospective Suppliers (Apr 2003)
SUP 5252.213-9402 Additional Evaluation Factor for Consideration of Past Performance-Navy Red/Yellow/Green Program (Apr 1999)
SUP 5252.215-9400 Certification of Previous Submission and Approval of Contractor Generic Plans and Documents (Jan 1992)
SUP 5252.216-9400 Unilaterl Unpriced Order (Oct 1995)
SUP 5252.216-9403 Written Orders (Indefinite Delivery Contracts) (Jan 1992)
SUP 5252.225-9406 Verification of "Ship To" and/or "Notice of Availability" Address (Jan 1992)
SUP 5252.227-9401 Notice Regarding the Dissemination of Export-Controlled Technical Data (Jan 1992)
SUP 5252.227-9402 Qualified U.S. Contractors for Export-Controlled Technical Data (Jan 1992)
SUP 5252.229-9400 Taxes – France (Jan 1992)
SUP 5252.237-9405 Identification of Contracted Advisory and Assistance Services (Jan 1992)
SUP 5252.242-9400 DD Form 375 (Production Progress Reports) (Jan 1992)
SUP 5252.245-9400 Use of Existing Government Production and Research Property (Jan 1992)
SUP 5252.245-9402 Rent Free Use of Government Production and Research Property (Jan 1992)
SUP 5252.245-9402 Rent Free Use of Government Production and Research Property (Jan 1992)
SUP 5252.245-9403 Acquisition of Government Production and Research Property (Jan 1992)
SUP 5252.245-9404 Rent-Free Use of Government Property (Jan 1992)
SUP 5252.245-9405 Government Property Offered For Use (Jan 1992
SUP 5252.245-9406 Use of Government Property in Offeror's Possession (Jan 1992)
SUP 5252.245-9407 Government Production and Research Property Provided "As Is" (Facilities Contract) (Jan 1992)
SUP 5252.246-9400 Special Distribution of DD Form 250 (Jan 1992)
SUP 5252.247-9400 Premium Transportation (Jan 1992)
Pinewood Nematode Free Solid Wood Packing Material (SWPM) (Nov 2002)
Contractor Access to (Unclassified) Information Systems (Aug 2000)
Progress and Status Report, Level of Effort Contracts (Jan 1999)
Hazardous Material (Jan 1999)
Marking of Warranted Items (Sep 1994)
Inspection and Acceptance (Origin) (Sep 1994)
Inspection and Acceptance (Destination) (Sep 1994)
Inspection and Acceptance (Special Conditions) (Sep 1994)
Appointment of Ordering Officer(s) (Sep 1995)
Contract Administration Appointments and Duties (Sep 1995)
Post-Award Conference (Jan 1992)
Notice to Contract Administration and Receiving Activities (Apr 1999)
Evaluation - Rent Free Use of Government Production and Research Property (Jan 1992)
Evaluation of Transportation Costs for Government Furnished Property (Jan 1992)
Type of Orders Under Indefinite Delivery Type Contracts (Oct 1995)

Technology Improvements (Feb 1999)
Organizational Conflict of Interest (Jan 1992)
Single Award (Jan 1999)
Alternate Proposals (Jan 1992)
Proposal Requirements (Jun 1994)
Award Fee Evaluation Procedures (Jan 1992)
Level of Effort (Fixed Price) (Jan 1999)
Contractor Performance Under Task Orders (Jan 1999)
Level of Effort (Cost Plus Fixed Fee) (Jan 1999)
Fee, Cost Plus Fixed Fee Indefinite Quantity Type Contracts (Oct 1995)
Management Proposal (Jan 1992)
Low Cost Technically Acceptable Evaluation (Jan 1999)
Best Value Evaluation (Nov 1999)

TABLE OF CONTENTS

INTRODUCTION.....8

SECTION I - GUIDANCE ON CLAUSE USE 10

A. General Guidance 10
B. Definitions.....10

SECTION II - PROVISIONS AND COMPONENT CLAUSES.....13

SUP 5252.204-9400 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems (May 2010)....14
SUP 5252.215-9401 Evaluation of First Article Testing (Jun 2003).....17
SUP 5252.216-9401 Placing and Processing of Orders (Jun 1994).....17
SUP 5252.216-9402 Oral Orders (Indefinite Delivery Contracts) (Jan 2011).....18
SUP 5252.225-9401 Japanese Conciliation Clause (Jan 992).....19
SUP 5252.225-9402 Japanese Price Adjustment Procedures (Jan 1992).....19
SUP 5252.225-9403 Japanese Liability - Pilotage Services (Jan 1992.....20
SUP 5252.225-9404 Japanese Liability - Tug and Towing Services (Jan 1992).....20
SUP 5252.225-9405 Language and Currency of Offers (June 2003).....21
SUP 5252.227-9400 Government-Industry Data Exchange Program (Jan 1999)...21
SUP 5252.232-9400 Limitation Of Liability - Incremental Funding (Jan 1992).....22
SUP 5252.232-9401 Segregation of Costs (Jan 1992).....22
SUP 5252.232-9402 Invoicing and Payment (WAWF) Instructions (Apr 2008).....23
SUP 5252.237-9400 Substitution or Addition of Personnel (Jan 1992).....24
SUP 5252.237-9401 Personnel Qualifications (Minimum) (Jan 1992).....25
SUP 5252.237-9402 Resume Requirements (June 1994).....26
SUP 5252.237-9403 Labor Category Identification (Jan 1992).....26
SUP 5252.237-9406 Inspection of Site (Jan 1992).....27
SUP 5252.242-9402 Technical Direction (Jan 1992).....27
SUP 5252.242-9404 Reporting Requirements (Jan 1992).....28
SUP 5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan1992).....28
SUP 5252.245-9401 Government Furnished Property (Jan 2011).....28
SUP 5252.245-9409 Facilities (Jan 1992).....29

SECTION III – PROPOSED ADDITION, DELETION OR CHANGE TO NAVSUP PUBLICATION.....31

Enclosure (1) Proposed Addition, Deletion or Change to NAVSUP Publication.....32
Enclosure (2) Format for Fedral Register Notice.....33

INTRODUCTION

I. Purpose

The purpose of this clause book is to provide the Navy Field Contracting System (NFCS) with a consolidated list of approved clauses and to explain the procedures governing clause usage. These are the only approved provisions/clauses authorized for use other than those provided in the Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), or Navy Marine Corps Acquisition Regulation Supplement (NMCARS). In accordance with NMCARS 5201.304 (DFARS 201.304) no component clauses are authorized for use in Department of Navy (DON) solicitations and contracts unless properly approved before use. There are no longer clauses referred to as "local" clauses. The lowest level clause is a "component" clause.

These procedures implement DON Control Plan for Component Clauses. The plan establish for Navy/Marine Corps contracting activities a system of controls for the use of clauses other than those prescribed in FAR or DFARS. To the extent practicable, the plan addresses the unique approval requirements for clause use in solicitation and contracts for FAR Part 12 commercial item acquisitions.

This NAVSUP Clause Book supersedes the July 2003 edition.

II. Background

The last edition of this clause book was published in July 2003. This edition has continued the trend toward streamlining and has eliminated several provisions/clauses which were no longer being used or which were redundant of current law or regulation. Also eliminated from this edition are non-standard provisions/clauses and sample text.

DON Control Plan for Component Clause was developed in response to Section 821 of the National Defense Authorization Act (NDAA) for FY 2008 (Pub.L.110-181), and the policy promulgated in NMCARS Change 08-5 on provision/clause use for DON commercial item acquisitions. Section 821 directed the Under Secretary of Defense for Acquisition, Technology, and Logistics to develop/implement a plan to minimize the number of Government-unique contract clauses used in commercial contracts to those government-unique clauses authorized by law or regulation, or any additional clauses that are relevant and necessary to a specific contract.

FAR 12.301(a) implements Section 8002 of Public Law 103-355 (41U.S.C. 264, note), which mandates that contracts for commercial items include, to the maximum extent practicable, only those clauses that are required to implement provisions of law or Executive Orders applicable to the acquisition of commercial items, or that are determined to be consistent with customary commercial practice. FAR 12.301(d) clearly states that despite prescriptions contained elsewhere in the FAR, when acquiring commercial items, Contracting Officers shall be required to use only those provisions/clauses as prescribed in FAR Part 12. It also states that revisions to such provisions/clauses may be made to reflect the applicability of statutes and Executive Orders to the acquisition of commercial items.

FAR Subpart 12.3 prescribes a streamlined set of five provisions/clauses that are broad-based and, for the most part, address commercial market practices for a wide range of potential Government acquisitions of commercial items (FAR12.301 (b) and (c)). A few of these clauses may be tailored (*i.e.*, revised) to reflect current commercial practices prevailing at the time the contract requirement is to be publicized/issued. However, any tailoring of a provision or clause

to adapt to the current market conditions may only occur after having performed market research (FAR 12.302(a)). Market research is a critical element in the commercial item acquisition process. It not only helps determine an effective acquisition strategy for the commercial item acquisition, but also establishes the basic foundation for the agency description of need, the solicitation, and the contract (FAR 12.202).

NMCARS Annex 7, Commercial Item Acquisitions Provision/Clause Use, summarizes the approval requirements for provisions or clause use in FAR Part 12 acquisitions. Also, Annex 7 provides a provision/clause use decision tree for commercial item acquisitions.

Provisions and component clauses included in Section II of this clause book are provided for use, as applicable. Special attention should be given to possible conflicts when using other than the prescribed provisions and/or component clauses in commercial contracts.

III. Format

This publication contains the only provisions/clauses authorized to be used in solicitation and contracts issued by NFCS activities in addition to FAR, DFARS, and NMCARS clauses.

IV. Maintenance

NAVSUP (SUP 22) is responsible for maintaining the clause book. This includes obtaining approval of or adding new provisions or component clauses or changes to existing component clauses with significant cost or administrative impact. NAVSUP will also update the clause book in response to changes in regulations. If the clause book is found to contain errors or outdated information, activities should complete Enclosure (1) and forward it to the Naval Supply Systems Command (SUP 22), 5450 Carlisle Pike, P.O. Box 2050, Mechanicsburg, PA 17055-0791.

V. Effective

The procedures and clauses contained herein are effective immediately.

SECTION I – GUIDANCE ON CLAUSE USE

A. General Guidance

The following guidance must be read in conjunction with Defense Federal Acquisition Regulation Supplement (DFARS) 201.304 and NMCARS 5201.304(4). Number and letter citations herein adhere to the NMCARS citations. The clauses in the NAVSUP Clause Book are the only component clauses approved for use by the Navy Field Contracting System (NFCS). Activities are not authorized to use clauses approved for use by other commands (e.g., NAVAIR, NAVSEA, SPAWAR) without prior approval. Requests for such approval should be forwarded to NAVSUP (SUP 22). Management at each activity is encouraged to use the current system for review and approval of solicitations and contracts to ensure that clause control procedures are strictly adhered to. In addition, the NFCS activity's management and use of component clauses may be addressed during future Procurement Performance Management Assessment Program (PPMAP) reviews.

B. Definitions

The following definitions are integral to the understanding of the clauses and guidance contained herein.

(1) Clause – A part of the contract containing one or more requirements or obligations of one of the parties to a contract (*i.e.* terms or conditions) and that follows the unique format set forth in FAR Part 52, DFARS Part 252 and NMCARS Part 5252.

(2) Component – An organization entity exercising contracting authority within DON.

(3) Regulation – Any contracting supplement, policy letter, clause book, procedure, automated system, or similar regulatory instrument.

(4) Government Unique Clause – A provision or clause developed by an organizational entity exercising contracting authority within DON (or DOD) and that is approved by the appropriate authority.

(5) Navy Clause Baseline – All properly approved DON component clauses

(6) Tailoring – Revising, editing or modifying the pre-existing instructions and /or terms and conditions contained in FAR Subpart 12.3 provisions/clauses to adapt these provisions/clauses to reflect current customary commercial practices as may be necessary to meet or protect the Governments interests.

(7) Supplementing – Adding newly developed provisions/clauses in commercial items acquisitions necessary to:

(a) Reflect Navy-unique statutes applicable to the acquisition of commercial items (e.g. a new statute imposes a specific requirement on shipbuilding or facilities maintenance and is deemed to apply to commercial item acquisitions)
(b) As may be approved by the Navy Senior Procurement Executive (e.g. establishment of a WAWF or ERP clause for use within Navy), or
(c) By the Director, Defense Procurement and Acquisition Policy, without power of delegation (e.g. using special clauses for Acquisition in Support of Operations in Iraq

or Afghanistan. Includes use of DFARS 252 and NMCARS 5252 provisions/clauses that are not specifically identified in the DON Matrix of FAR/DFARS and Other Government-Unique Provisions/Clauses for Commercial Item Acquisitions.

C. Component Clauses

Component clauses are the only non-FAR/DFARS/NMCARS clauses that are numbered in accordance with NMCARS 5252.101(b). Clause numbers for approved/authorized component clauses are assigned by NAVSUP. The most significant part of each clause number is the FAR part to which the clause corresponds, located in the sixth and seventh positions (e.g., 5252.215-9400). It is important to note that during the review process some clauses were removed from this book, causing the clause numbers to be out of sequence. Numbered clauses must be used as written, unless a deviation or change has been approved at the appropriate level in accordance with NMCARS 5201.304(C) or NMCARS 5201.402.

Component clauses unique to the Naval Inventory Control Point (NAVICP) must be submitted to NAVSUP for approval and assignment of a NAVSUP component clause number.

Field activities processing new component clauses or changes to existing component clauses that require USD(AT&L) approval shall prepare a proposed rule for publication in the Federal Register requesting public comment as shown on Enclosure (2). All requests to process new component clauses or changes must be reviewed by the Office of General Counsel servicing that field activity. The notice shall then be forwarded to NAVSUP (SUP 22) by memorandum signed by the Chief of the Contracting Office. The memorandum shall contain sufficient justification for the proposed clause. If the clause is determined to be necessary and in accordance with current policy, NAVSUP will forward the Federal Register notice to the Office of the Judge Advocate General, the Navy liaison to the Office of the Federal Register.

Federal Register notices must allow a minimum of 30 days for public comment on proposed clauses. (The actual date by which comments must be received will be inserted by the Office of the Federal Register.). Once this period has elapsed, the activity which requested that the clause be published shall prepare written responses to each comment received and forward the comments and responses to NAVSUP (SUP 22). NAVSUP will prepare a case for the DAR Council using the information provided in the activity's original justification. The analyzed public comments will be an attachment to the DAR Case and forwarded via DASN (A&LM) to the DAR Council.

A copy of each new component clause or change to existing clause that does not have a significant effect beyond the internal operating procedures of the organization or a significant increased cost or administrative burden on offerors/contractors and does not require public comment or approval of DASN (A&LM) or USD (AT&L) shall be provided to NAVSUP 22 for review, approval, and numbering in accordance with NMCARS 5252.101(b) prior to its use. NAVSUP 22 will forward to DASN (A&LM) for inclusion in the Navy clause baseline.

In competitive procurements, NAVSUP activities must submit a memorandum to SUP 22 requesting approval of a deviation to a component clause that may significantly increase cost or administrative impact on offerors/contractors. NAVSUP 22 will forward the request to the DAR Council Director, via DASN (A&LM), for approval by USD (AT&L). The Head of Contracting Activity may approve other changes to component clauses that do not constitute deviations from FAR/DFARS/NMCARS.

D. Electronic Solicitations

Component clauses in solicitations processed through the Standard Procurement System (SPS) and posted on Navy Electronic Commerce On-Line (NECO) require special handling. Component clauses, unlike published FAR/DFARS clauses are not normally available to contractors for review and must be included in full text. Because transmission of component clauses in full text contributes to lengthy and burdensome documents, their use should be limited.

In the event NFCS activities desire to streamline acquisition documents further by referencing component clauses, they are encouraged to post these clauses on NECO or the activity's public Business Opportunity website where the clauses may be downloaded by the reader. A notice of the site or location must be included in the solicitation.

To accommodate the EDI requirement when providing component clauses by reference, the clauses should be referenced in each solicitation/award and identified in the solicitation using the following format:

UIC + Section of the contract (See UCF) + 3 digit serial number followed by Clause Title + Clause Date + Activity Acronym
Example: N00XXXL001 Clause title (SEP 1999) (FISC XXX)

NOTE: NAVICP non-standard clauses should be identified as
NAVICP + Section of contract (See UCF) + 3 digit serial number followed by Clause Title + Clause Date
Example: NAVICPL001 Clause Title (SEP 1999)

Each activity is responsible for ensuring offerors have access to solicitation clauses.

If the component clauses cannot be posted on at least one website for review by offerors, the clauses must be provided in full text.

SECTION II

PROVISIONS AND COMPONENT CLAUSES

SECTION II - PROVISIONS AND COMPONENT CLAUSES

SUP 5252.204-9400 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems (May 2010)
Insert the following clause in full text in solicitations and contracts which require contractor access to federally controlled facilities and/or unclassified sensitive information or unclassified IT systems.

CONTRACTOR ACCESS TO FEDERALLY CONTROLLED FACILITIES AND/OR UNCLASSIFIED SENSITIVE INFORMATION OR UNCLASSIFIED IT SYSTEMS (May 2010)
Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – "DOD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)" dated November 26, 2008 (or its subsequent DOD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives. This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DOD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devises must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DOD/DON instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the Navy Command's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer.

Non-Sensitive Positions
Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DOD instruction) and

- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI.

The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

Sensitive Positions
Contractor employee whose duties require accessing a DOD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DOD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

- SF-85P Questionnaire for Public Trust Positions
- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access a DOD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

IT Systems Access
When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA)

training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract.

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.

(End of Clause)

SUP 5252.215-9401 Evaluation Of First Article Testing (June 2003)
Insert the provision in solicitations which include a first article approval clause, unless it is known that first article approval will not be waived. First article includes pre-production models, initial production samples, test samples, first lots, pilot lots, and pilot models. The contracting officer shall insert the following: (*) clause number and title; (**) check indicating whether the Government or the contractor will be responsible for first article testing; (***) estimated cost; and (****) the words "will" or "will not".

EVALUATION OF FIRST ARTICLE TESTING (JUNE 2003)
(a) Offerors are advised that the contract awarded as a result of this solicitation will require first article testing. This requirement may be waived by the Contracting Officer when supplies identical or similar to those called for have previously been delivered by the offeror and accepted by the Government. Therefore, offerors can submit alternative offers, one including testing and approval and the other excluding testing and approval. If the Government waives the requirement for first article unit(s), test plans, testing and test report(s) for eligible offerors, the prices set forth in paragraph (g) will be used in evaluating offers. In addition, all provisions relating to first article testing will be deleted from the resulting contract.
(b) Offerors shall identify these identical or similar supplies by the contract number, agency, national stock number, contract award date, and contract delivery date.

CONTRACT NUMBER	AGENCY	NSN	CONTRACT AWARD DATE	CONTRACT DELIVERY DATE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) __**__ The Government is responsible for first article testing under this contract. The cost to the Government of this testing will be a factor in the evaluation of offers, as it will be added to the offers requiring first article testing. The estimated cost of this testing is__***__.
__**__ The Contractor is responsible for first article testing under this contract.
(d) The approved first article__****__serves as a manufacturing standard.
(e) Earlier delivery, if required in case of waiver of first article, shall not be a factor in the evaluation for award.
(f) The prices for first articles and first article tests in relation to production quantities shall not be materially unbalanced, if first article test items or tests are to be separately priced.
(g) Unit price offered if First Article is waived: $_____

(End of Provision)

SUP 5252.216-9401 Placing and Processing of Orders (Dec 2010)
Insert the following clause in all Basic Ordering Agreements for spare and repair parts. (*)The contracting officer shall insert the name of the activity establishing the BOA.

PLACING AND PROCESSING OF ORDERS (DEC 2010)
(a) Ordering Period. The government, from time to time during the period commencing on the date of this Basic Ordering Agreement (BOA) and continuing for three (3)) years (hereinafter called the "ordering period"), may place orders for supplies to be delivered

hereunder. Each order placed under this Agreement shall be in accordance with this Agreement.

(b) Authorized Ordering Activity. A Contracting Officer of _____*_____ may place orders under this Agreement. Only such Contracting Officer has the authority to make changes to the provisions of this BOA.

(c) Ordering Procedures. Orders issued hereunder may be either priced or unpriced. Each order issued hereunder shall constitute a contract. The negotiated ceiling price for an unpriced order issued hereunder is the maximum not-to-exceed price for each order. Unpriced orders will be definitized within 180 days after issuance of the order or prior to the date that more than 50 percent of the ceiling price of the order is expended whichever occurs earlier. The Contractor agrees to submit a firm fixed price proposal to meet this - definitization schedule.

(d) Content of Orders. Orders placed hereunder will be prepared on a DD Form 1155 and will at a minimum include the following if applicable:

(1) The order number, date, and the number of this Agreement.

(2) Citation of the negotiation authority under FAR 6.302.

(3) Appropriation and accounting data and special invoicing instructions.

(4) Special shipping instructions, place of delivery, place of inspection, DOD Priority designator and surveillance Criticality designator.

(5) Defense Order Rating certified under defense Priority Authorization System Regulation (15 CFR 700).

(6) Descriptions and the part numbers of the particular articles to be furnished, the quantity of each, and the stock number, if available.

(7) The model designation of the end unit for which the parts ordered applies, if available.

(8) For priced orders, the agreed upon delivery schedules, firm unit prices, firm extended amounts and a total firm price.

(9) For unpriced orders, a desired delivery schedule and a total ceiling price.

(10) Orders for change pages/revisions to existing Technical Manuals, or new Technical Manuals will include Technical Manual Contract Requirements (TMCRs) citing the equipment and changes to be covered by the publications ordered, the manuals involved, description and specifications, delivery and packing, instructions for transmittal of negatives and retention of reproducible copies and negatives.

(11) A DD form 1423 setting forth the data ordered.

(End of Clause)

SUP 5252.216-9402 Oral Orders (Indefinite Delivery Contracts) (Jan 2011)

Insert the following clause in all solicitations and contracts for indefinite delivery contracts that permit the usage of oral orders. Do not use with labor hour/time and material contracts.

ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (JAN 1999

Oral orders may be placed provided the following conditions are complied with:

(a) No oral order will exceed $150,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(b) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.

(c) Invoices for supplies or services furnished in response to oral orders will be accompanied with a received copy of each related delivery ticket.

(d) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(e) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one oral order is consolidated for a single confirmation.

(End of Clause)

SUP 5252.225-9401 Japanese Conciliation Clause (Jan 1992)

Insert the following clause in solicitations and contracts with contractors in Japan. This clause implements Article XVIII, paragraph 10 of the Status of Forces Agreement.

JAPANESE CONCILIATION CLAUSE (JAN 1992)

(a) Except as otherwise provided in this contract any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the US-Japan Joint Committee for conciliation in accordance with paragraph 10, Article XVIII, of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America. Request by the Contractor for conciliation shall be made in accordance with the procedures provided herein.

(b) In the event the Contractor desires conciliation after the decision of the Contracting Officer has been served upon him, he will first file his appeal from such findings of fact within the time limits described therein before filing request for conciliation with the Joint Committee and then request for appellate authority under the clause of this contract entitled Disputes to suspend its action on his appeal until such time as the Joint Committee has had an opportunity for effecting conciliation.

(c) The request for conciliation will be submitted by the Contractor through the nearest local Japanese Defense Facilities Administration Bureau to the Contract Conciliation Panel of the Joint Committee. Upon the filing of the request with the Joint Committee, the Contractor will immediately notify the Contracting Officer in writing that the request for conciliation has been filed.

(d) In the event the disagreement submitted to the Joint Committee under subparagraph (b) above has been received through conciliation, it will be the responsibility of the Contractor to notify the appellate authority designated in the clause of this contract, entitled Disputes, of the settlement of the dispute and to withdraw his appeal.

(e) In the event the Contractor who has submitted a request for conciliation to the Joint Committee under subparagraph (b) above desires, notwithstanding the pending request for conciliation, that action by the appropriate authority under the clause of this contract entitled Disputes be resumed on his appeal, it is his responsibility to so request the said authority in writing. The Joint Committee shall be immediately informed by the Contractor of his action taken hereunder.

(f) No request for conciliation can be submitted to the Joint Committee in the case of a dispute upon which the final decision of the appropriate authority under the clause of this contract entitled Disputes has been rendered. Pending the hearing of conciliation panel the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. The provisions of this clause shall not prejudice any right which the parties to the contract may have to file a civil suit.

(End of Clause)

SUP 5252.225-9402 Japanese Price Adjustment Procedures (Jan 1992)

Insert the following clause in solicitations and contracts for stevedoring services and pilotage services under which the prices/rates are set by Japanese law or regulation. This clause

amplifies the mechanics of the revision of prices. It does not change the basic clause, but establishes a basic negotiation position consistent with Japanese law.

JAPANESE PRICE ADJUSTMENT PROCEDURES (JAN 1992)

The following price adjustment procedures are applicable to this contract. In the event of conflict between this clause and other clauses of this contract, this clause shall govern. The percentage change in rates under this contract shall conform to the percentage change in applicable tariff rates for like commodities approved by the Minister of Transport, Government of Japan. Where there are no like commodities, the percentage change in rates under this contract shall conform to the average percentage change for all commodities. The effective date of rate changes under this contract shall correspond to the effective date of changes in the applicable tariff rates.

(End of Clause)

SUP 5252.225-9403 Japanese Liability - Pilotage Services (Jan 1992)

Insert the following clause in solicitations and contracts for pilotage services subject to General Maritime and Japanese laws.

JAPANESE LIABILITY – PILOTAGE SERVICES (JAN 1992)

(a) This contract shall neither be construed as, nor give rise to, a personal services contract. The Contractor and its agents shall have the benefit of all exemptions from and limitations of liability to which a licensed pilot is entitled under the applicable Japanese Laws.

(b) The Contractor shall assign in the performance of this contract only pilots duly qualified and licensed under applicable laws and regulations of Japan.

(c) In all instances where a duly licensed pilot belonging to Japan Pilots' Association is assigned, the Contractor, its agents or employees or pilot shall not be liable for damage or loss sustained by the vessel being assisted, its master and crew, and/or any third party, even though such damage or loss resulted from the ordinary negligence of the pilot in the performance of his services; the Contractor's liability is limited to the due pilotage fee. Any responsibility for the amount of damage or loss in excess of the amount of such pilotage fee paid or due the Contractor for the voyage concerned shall be the responsibility of the master or the vessel owner, provided however, that the liability of the master or vessel owner concerned shall not exceed the amount to which the owner is entitled to limit his liability to the third party under applicable law governing the limitation of vessel owner's liability.

(d) The provisions of paragraph (c) above do not apply to personal liability of the pilot resulting from his wrongful acts or omissions or his grossly negligent acts or omissions.

(e) In all instances where any vessel being handled by the Contractor under this contract sustains damage or in any instance where the Contractor is involved in any incident resulting in damage to any other vessel or property, death or bodily injury, the Contractor shall secure a report from the licensed pilot aboard the vessel. The Contractor shall submit such report in triplicate to the Contracting Officer within 24 hours following the damage, death or injury. The report shall cover all facts, damages including, the extent of damages and a list of individuals sustaining bodily injury or killed as a result of the incident.

(End of Clause)

SUP 5252.225-9404 Japanese Liability - Tug and Towing Services (Jan 1992)

Insert the following clause in solicitations and contracts for tug and towing services subject to General Maritime and Japanese laws. Insert Ordering Officer for Contracting Officer when a D type contract is contemplated.

JAPANESE LIABILITY - TUG AND TOWING SERVICES (JAN 1992)

(a) This contract shall neither be construed as, nor give rise to, a personal services contract. The Contractor and the owners, operators, managers, agents and charterers of any tug utilized to perform under this contract shall have the benefit of all exemptions from and limitations of liability to which the owner of a vessel is entitled under the applicable Japanese Laws.

(b) The Contractor may be liable for the loss of or damage to any vessel, equipment, or other property owned or under the control of the United States or other third party, including bodily injury and death, caused by the contractor's use of an unseaworthy vessel or unsuitable equipment or gear to perform this contract, if the contractor did not fully inform the Contracting Officer of the unseaworthiness of the vessel or the unsuitability of the equipment or gear to perform this contract and obtain approval of the Contracting Officer to use such vessel, equipment or gear.

(c) The Contractor shall not be liable as outlined above, if the Contracting Officer specifically orders the Contractor to use an unseaworthy vessel or unsuitable equipment or gear in the performance of the contract. The Contractor also shall not be liable if the vessel, equipment or gear is specifically furnished and provided to the Contractor by the Government for use in the performance of the contract.

(d) The Contractor shall assign in the performance of this contract, only pilots duly qualified and licensed under applicable laws and regulations of Japan.

(e) In all instances where any vessel being handled by the Contractor under this contract sustains damage or is involved in any incident resulting in damage to any other vessel or property, death or bodily injury, the Contractor shall secure a report from the tugboat captain or officer acting as a pilot, or any other licensed pilot aboard the vessel being handled by the Contractor for the Government. The Contractor shall submit such report in triplicate to the Contracting Officer within 24 hours following the damage, death or injury. The report shall cover all facts including, the extent of damages and a list of individuals sustaining bodily injury or killed as a result of the incident.

(End of Clause)

SUP 5252.225-9405 Language and Currency of Offers (June 2003)

Clause 52.215-1(c)(5) requires offers in U.S. dollars and in the English language. In Commercial Contracts and possibly other instances, proposals in U.S. dollars and English may be required where 52.215-1 would not be included in the solicitation. Include the following provision in solicitations when, in the contracting officer's judgment, it is necessary to specify that offers be submitted in the English language and in U.S. currency.

LANGUAGE AND CURRENCY OF OFFERS (June 2003)

Offers shall be submitted in the English language and in U.S. dollars.

(End of Provision)

SUP 5252.227-9400 Government-Industry Data Exchange Program (Jan 1999)

Insert the following clause in solicitations and contracts for research, design, development, production, logistics support and testing of mission related material, where the contract value is expected to exceed $500,000. (Mission related material is defined as any material, software or items which must operate properly in systems, subsystems, equipment, facilities that were developed and procured to support U.S. Naval and/or Marine Corp forces.) When this clause is used, solicitations and contracts shall include distribution of data requirements set forth in S0300-BU-GYD-010 GIDEP Requirements Guide. "Subcontractor" may be substituted for "Contractor" when appropriate. (Ref: SECNAVINST 5200.39A)

GOVERNMENT INDUSTRY DATA EXCHANGE PROGRAM (JAN 1999)

(a) The Contractor shall establish and maintain procedures to enable their full participation in the Government Industry Data Exchange Program (GIDEP), in accordance with the latest

revision of S0300-BU-GYD-010. Compliance with this clause shall not relieve the Contractor from complying with any other performance requirements of the contract.

(b) The Contractor shall review and maintain status of GIDEP failure experience and Diminishing Manufacturing Source and Materials Shortages) (DMSMS) reports. The Contractor shall notify the procuring activity immediately when items of the Contractors supply or support are impacted.

(c) The Contractor shall prepare GIDEP ALERTs/Problem Advisories, as appropriate, in accordance with the procedures prescribed in S0300-BT-PRO-010, GIDEP Operations Manual, Chapter 7, nonconforming materials which impact production or may have an adverse impact on space or logistics support and repair.

(d) The Contractor shall notify GIDEP of DMSMS items and materials that suppliers/vendors have declared obsolete or discontinued in accordance with S0300-BT-PRO-010, Chapter 11, that may impact production or logistics support of systems, subsystems, software, or equipment.

(e) Appropriate action and notification, as deemed necessary by the Contractor, shall be taken in response to GIDEP Failure Experience and DMSMS reports electronically distributed which may impact the performance of materials procured hereunder.

(f) The Contractor shall maintain a status of GIDEP Failure Experience and DMSMS reports and the benefits accrued thereof, and shall provide an Annual Utilization Report to GIDEP, in accordance with S0300-BT-PRO-010, Chapter 5.

(g) The Contractor shall insert paragraphs (a) through (g) of this clause in all subcontracts hereunder exceeding $500,000.

(End of Clause)

SUP 5252.232-9400 Limitation Of Liability - Incremental Funding (Jan 1992)

Insert the following clause in cost reimbursable supply or service contracts which are incrementally funded. The contracting officer shall insert the following: (*) the amount which is currently available for payment; (**) the date through which funds are estimated to cover.

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JAN 1992)

This contract is incrementally funded and the amount currently available for payment hereunder is limited to _____*_____ inclusive of fee. It is estimated that these funds will cover the cost of performance through _____**_____. Subject to the provisions of the clause entitled "Limitation of Funds" FAR 52.232-22 of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of _____*_____ shall arise unless additional funds are made available and are incorporated as a modification to this contract.

(End of Clause)

SUP 5252.232-9401 Segregation of Costs (Jan 1992)

Insert the following clause in all Basic Ordering Agreements (BOAs) under which cost reimbursement or ceiling priced orders will be issued.

SEGREGATION OF COSTS (JAN 1992)

The Contractor is required to propose and segregate costs under this agreement by individual delivery order.

(End of Clause)

SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

Insert the following clause in solicitations and contracts when DFARS 252.232-7003 is incorporated and Wide Area Workflow-Receipt and Acceptance (WAWF-RA) is the electronic form of submission of payment requests and receiving reports. The contracting officer will complete all applicable blocks in the routing table column and part (d) of the clause base on contracting officer notes and information provided by the requiring/funding activity.

SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)
(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site https://wawf.eb.mil. Vendor training is available on the Internet at http://www.wawftraining.com. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site: http://www.acquisition.navy.mil/navyaos/content/view/full/3521.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

	Routing Table	*Contracting Officer Notes*
WAWF Invoice Type		*-- Select 2-in-1 for FFP Services Only.* *-- Select Combo for Supplies, or Supplies AND FFP Services.* *-- Select Cost Voucher for all Cost Type Contracts.* *If none of the above applies, please call 1-800-559-WAWF (9293).*
Contract Number		*-(Enter Contract Number)*
Delivery Order Number		*-(Enter DO Number)*
Issuing Office DODAAC		*-(Enter DODAAC of the activity issuing the contract.)*
Admin Office DODAAC		*-(Enter Contract Admin Office DODAAC)*
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)		*-(Enter Inspector DODAAC (plus extension if applicable, or leave blank)*
Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1),Service Approver		*-(Enter DODAAC (plus extension if applicable)*

DODAAC (Cost Voucher)		
Acceptance At Other		*-(Enter Other Acceptance Address if different from above (plus extension if applicable))*
Local Processing Office (Certifier)		*-(Enter LPO DODAAC (Local Admin) (plus extension if applicable) or leave blank*
DCAA Office DODAAC (Used on Cost Voucher's only)		*-(Enter DCAA Office DODAAC when Applicable)* *- Check on DCAA website:* www.dcaa.mil/
Paying Office DODAAC		*-(Enter Paying Office DODAAC Located on Contract)*
Acceptor/COR Email Address		*-(Enter the Acceptor Email address for this Contract if applicable)*

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

Name	Email	Phone	Role

(End of Clause)

SUP 5252.237-9400 Substitution or Addition of Personnel (Jan 1992)
Insert the following clause in cost reimbursement, time and material and labor hour solicitations and contracts when personnel requirements are used as one of the evaluation factors for award. The contracting officer shall insert the following: (*) a check indicating that personnel substituting shall not occur during the entire performance period; or (**) the number of days, if such time is less than the entire performance period.

SUBSTITUTION OR ADDITION OF PERSONNEL (JAN 1992)
(a) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L to fill

the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The Contractor agrees that:

_*_ during the contract performance period

___during the first_**_days of the contract performance period

no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of Clause)

SUP 5252.237-9401 Personnel Qualifications (Minimum) (Jan 1992)

Insert the following clause in solicitations and contracts for indefinite delivery type contracts requiring employees with specialized technical or professional expertise. (*) The contracting officer shall indicate labor categories and minimum requirements for each. For mess attendant service contracts, replace "Ordering Officer" with "Food Service Officer".

PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

Labor Categories	Minimum Requirements
_____	_____
_____	_____
_____	_____

(End of Clause)

SUP 5252.237-9402 Resume Requirements (June 1994)

Insert the following provision in competitive solicitations requiring submission of resumes for technical review.

RESUME REQUIREMENTS (JUNE 1994)

The following information must be provided in the cost proposal, by lot or option, for each resume required to be submitted in the technical proposal:

a. Estimated annual salary;
b. Total estimated annual hours; and
c. Total estimated hours to be worked under the contract.

Failure to provide this information may impact the Government's evaluation of Contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

(End of Provision)

SUP 5252.237-9403 Labor Category Identification (Jan 1992)

Insert the following provision in solicitations employing negotiated procedures when labor category (personnel) requirements are stated in the request for proposal.

LABOR CATEGORY IDENTIFICATION (JAN 1992)

The offeror shall submit the following information:

(a) For each category of labor specified by the Government in Section B, the Offeror shall identify the corresponding company labor category/categories.

(b) For each company labor category identified, the Offeror shall define and specify below the minimum qualifications/experience elements which will be used by the Contractor as a basis for assigning personnel for work under the contract.

Company Labor Categories	Minimum Qualifications
_____	_____
_____	_____
_____	_____

(End of Provision)

SUP 5252.237-9406 Inspection of Site (Jan 1992).
Insert the following provision in solicitations involving performance of services on a Government installation. Use with FAR 52.237-1, "Site Visit". The contracting officer shall insert the following: (*) the site location; (**) the name, code and telephone number of a point of contact.

INSPECTION OF SITE (JAN 1992)
Offerors or quoters are invited to inspect the_____*_____ where services are to be performed. For appointment call _____**_____.

(End of Provision)

SUP 5252.242-9402 Technical Direction (Jan 1992)
Insert the following clause in solicitations and contracts when the contracting officer has determined that additional technical clarification or direction may be required. * Insert the name, title and/or code of the individual authorized to orally amend technical direction letters.

TECHNICAL DIRECTION (JAN 1992)
(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR).
(b) Each TDL shall be in writing and shall include, as a minimum, the following information:
(1) Date of TDL;
(2) Contract and TDL number;
(3) Reference to the relevant section or item in the statement of work;
(4) Signature of COR
(c) Each TDL issued hereunder is subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.
(d) When in the opinion of the Contractor a technical direction calls for effort outside the contract statement of work, the Contractor shall notify the COR and Contracting Officer thereof in writing within two working days of having received the technical direction in question. The Contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.
(e) Oral technical directions may be given by the COR only in emergency circumstances, and provided that any oral technical direction given is reduced to writing by the COR within two working days of its issuance.
(f) Amendments to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by _____*_____ in emergencies; oral amendments shall be confirmed in writing within two working days from the time of the oral communication amending the TDL by a TDL modification.
(g) Any effort undertaken by the Contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the Contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

(End of Clause)

SUP 5252.242-9404 Reporting Requirements (Jan 1992)
Insert the following clause in Time and Material, Level of Effort, or Cost Type solicitations and contracts when a Contracting Officer's Representative has been appointed.

REPORTING REQUIREMENTS (JAN 1992) A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

(End of Clause)

SUP 5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)
Insert the following clause in solicitations and contracts, when it is anticipated that liaison and communication between contractor and Government technical personnel will be required.

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)
(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: _____
ADDRESS: _____
TELEPHONE: _____

(End of Clause)

SUP 5252.245-9401 Government Furnished Property (Jan 2011)

Insert the following clause in solicitations and contracts where Government Furnished Property (GFP) (including precious metals, if applicable) will be made available, at the Government's expense, for use by the contractor. The contracting officer shall insert a listing of the Government property to be offered. The listing shall include at a minimum the following: (*) the name, part number and property description, manufacturer, model number, and National Stock Number (if needed for item identification tracking and/or disposition); quantity/unit of measure; unit acquisition cost; unique-item identifier or equivalent (if available and necessary for item tracking); a statement as to whether the property is to be furnished in as "as-is" condition and instructions for physical inspection; and availability date; (**) the mode of transportation for the

Government property. NOTE: GFP from Government supply system must include the national stock number.

GOVERNMENT FURNISHED PROPERTY (Jan 2011)

(a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

PROPERTY	QUANTITY/ UNIT OF MEASURE	ACQUISITION COST	DATE
*			

Condition and instructions for physical inspection

_____

_____

_____

_____

_____

Delivery of such property will be made by _____**_____

(b) The property will be delivered at Government's expense at or near (The Contractor is to insert the address, city or town and state in which the plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team tract at which rail shipments will be received, as well as the name of the railroad(s)):

_____

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the Contractor.

(d) Within 30 days after Government furnished property is determined by the Contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

(End of Clause)

SUP 5252.245-9409 Facilities (Jan 1992)

Insert the following clause in Basic Ordering Agreements under which orders will be issued for spare and repair parts. (*) Insert the contract numbers under which the facilities are accountable.

FACILITIES (JAN 1992)

(a) In the performance of all orders under this Basic Ordering Agreement other than orders for Foreign Military Sales (FMS), the Contractor is authorized to use on a rent-free and no-charge-for-use basis those facilities provided under Contracts _____*_____. In addition, on all non-FMS orders, Subcontractors are authorized to use on a rent-free basis those facilities furnished to them under facilities contracts which provide for use, without charge, of Government owned facilities furnished thereunder subject to the terms and conditions of such facilities contracts. On all orders (FMS and non-FMS) issued under this Basic Ordering Agreement, the Contractor and/or his Subcontractor(s) are also authorized to use, on a rent-free and no-charge-for-use basis, Government property (i.e., tooling and test equipment), special tooling and special test equipment which is in the Contractor's possession and which is not covered by a facilities contract. Such use is subject to the terms and conditions of the contract(s) under which the tooling or test equipment is held.

(b) The Contractor warrants that it will not include in the prices inserted in any non-FMS order issued hereunder any factor for the rental, depreciation or amortization of such facilities, special

tooling or special test equipment and warrants that its subcontract prices of subcontracts on which use of facilities, special tooling or special test equipment on a no-charge-for-use basis is authorized will also not include any factor for the rental, depreciation or amortization of such facilities, special tooling, or special test equipment.

(c) If the facilities, special tooling or special test equipment are withdrawn from the Contractor or Subcontractor by the Government, or if permission to use on a no-charge-for-use basis is withdrawn from Contractor or Subcontractor at any time prior to or during the performance under any orders issued hereunder, the Contractor shall immediately notify the Contracting Officer, in writing, and advise the Contracting Officer of the steps the Contractor or Subcontractor will take to replace the property withdrawn or no longer authorized for use. The price and delivery schedule of such order shall be equitably adjusted as evidenced by a Supplemental Agreement thereto. Failure to agree upon such equitable adjustment in price and delivery shall be a dispute under the Disputes clause.

(End of clause)

S E C T I O N III

PROPPOSED ADDITION, DELETION OR CHANGE TO NAVSUP PUBLICATION

SECTION III –PROPOSED ADDITION, DELETION OR CHANGE TO NAVSUP PUBLICATION

From: (Activity)
To: Commander, Naval Supply Systems Command

Subj: (STATE TYPE OF ACTION REQUESTED)

1. (Purpose of Request)

2. (Discussion of Problem)

3. (Recommended Change and Supporting Rationale)

4. (Activity Point of Contact and Telephone Number)

Enclosure (1)

FORMAT FOR FEDERAL REGISTER NOTICE

DEPARTMENT OF DEFENSE

Department of the Navy

Intent To Seek Approval Of (Insert general topic of clause (e.g., A Hazardous Material) **Clause**

The Department of the Navy intends to seek approval of the Under Secretary of Defense (A&LM) for use of the following clause:

(Insert clause text)

(Following the text of the clause, the activity must provide a brief summary which explains the purpose of the clause, the anticipated effect of approving it and the types of solicitations and/or contracts in which it will be used (if approved). The summary is not the appropriate place for the activity to prove a point or to argue the necessity of the clause.)

Pursuant to 41 U.S.C., 418b, public comments are solicited. Of particular interest, is the potential cost or administrative impact of the proposed clause on offerors or contractors. Written comments or questions should be addressed to: (Insert the name of the activity advertising the clause and the appropriate code within that activity, the point of contact, and a telephone number where he/she can be reached.)

To allow time for review and forwarding of the notice to the Office of the Federal Register, the activity should type the following sentence so that the Office of the Federal Register will compute the date by which comments must be received:

Written comments must be submitted on or before (Insert date 30 days after date of publication in the FEDERAL REGISTER.)

Enclosure (2)