

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)(Rev. 7/07) FMS		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 14	
1. REQUEST NO. N00104-16-Q-X025	2. DATE ISSUED 8 Apr 2016	3. REQUISITION/PURCHASE REQUEST NO. N0010416PR26322	4.CERT.FOR NAT.DEF. UNDER BDSA REG.2 AND/OR DMS REG. 1		RATING DO-A3	
5a. ISSUED BY NAVSUP Weapon Systems Support-Mechanicsburg 5450 Carlisle Pike P O Box 202 Mechanicsburg PA 17055-0788			6. DELIVER BY (Date) ASAP			
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)			
NAME Brian K. Keckler Bldg 410, Bay J24 NAVSUP WSS Code: N714.9 Brian.k.keckler@navy.mil		TELEPHONE NUMBER AREA CODE 717		NUMBER 605-1883		9. DESTINATION
8. TO:			a. NAME OF CONSIGNEE			
a. NAME			b. COMPANY		FMS	
c. STREET ADDRESS			b. STREET ADDRESS			
d. CITY			e. STATE		f. ZIP CODE	
d. CITY			d. STATE		e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)  09 May 2016		<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not officers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.				
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
0001	<b>PERFORM EVALUATION AND REPAIR SERVICES AS DESCRIBED IN SECTION C:</b>  NSN: 5998 01 561 4141 Circuit Card Assembly  P/N: 6388254-159  <b>NOTES:</b>  DO NOT INDUCT INTO CAV.  NO FAST PAY.  GOVERNMENT SOURCE INSPECTION IS REQUIRED.  CONTACT DCMA TRANSPORTAION OFFICER FOR SHIPPING INSTRUCTIONS.  DCMA WILL HAVE THE AUTHORITY TO DEFINITIZE NON-FIXED PRICED CONTRACTS.  PACKAGING SHALL BE IN ACCORDANCE WITH BEST STANDARD COMMERCIAL PACKAGING FOR OVERSEAS SHIPMENT.	16	EA			
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAY	
					NUMBER	PERCENTAG E
NOTE: Additional provisions and representations are are not attached.						
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER						
b. STREET ADDRESS			16. SIGNER			
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE	
d. CITY			c. TITLE (Type or print)		AREA CODE	
					NUMBER	

This request covers **FOREIGN MILITARY SALES (FMS)** priority requisition and requires the earliest possible delivery.

**PRESERVATION, PACKAGING, PACKING:** STANDARD COMMERCIAL PACKAGING FOR OVERSEAS SHIPMENT.

**INSPECTION/ACCEPTANCE:** (X) Contractor's plant  
( ) Destination

**NUMBER OF DESTINATIONS:** See Request for Quotation, Std Form 18.

**ACCEPTANCE PERIOD:** 30 Days from date of offer.

**INFORMATION TO BE FURNISHED BY OFFEROR:**

Company is: ( ) small ( ) manufacturer ( ) minority business enterprise ( ) 8(a) enterprise  
( ) large ( ) dealer ( ) woman owned enterprise

Delivery \_\_\_\_\_ days  
(offeror insert)

In the event the item price is quantity sensitive or set-up costs are substantial, alternate quotations are solicited:

Unit Price

Quantity requested (see Std Form 18)

Quantities \_\_\_\_\_ through

Quantities \_\_\_\_\_ through

To assist the Contracting Officer in analyzing each proposed price in order to determine the fairness and reasonableness of that proposed price, it is requested you provide with your quotation the appropriate information listed:

- |   |            |           |
|---|------------|-----------|
| A. Catalog Price  | <u>YES</u> | <u>NO</u> |
| 1. Is the item a standard commercial product sold in substantial quantities to the general public? (If yes, please furnish a <b>copy of the price sheet</b> with your quotation).                             | ( )        | ( )       |
| 2. Is the item, while not the exact catalog item, sufficiently similar so as to be compared with the catalog item? (If yes, <b>please provide a copy of catalog price</b> and briefly explain the difference) | ( )        | ( )       |
| B. Contractor's Pricing System<br>(In development of the current price, were the following generally accepted estimating procedures utilized?)  |            |           |
| 1. Were cost estimates reviewed and approved by responsible company official(s)?  | ( )        | ( )       |
| 2. Were specific procedures used in estimating direct/indirect costs?   | ( )        | ( )       |
| 3. Were the source data used in development of cost elements current, accurate and complete?  | ( )        | ( )       |
| 4. Were recently audited and approved rates and/or forward pricing rates negotiated and approved by the Administrative Contracting Officer utilized?  | ( )        | ( )       |

**PART I - THE SCHEDULE**  
**SECTION B**  
**SUPPLIES AND PRICES/COSTS**

**PROCEDURES AND PROCESSING OF UNPRICED ORDERS**

- 1) Upon determination that an unpriced order will be used, the Contracting Officer will request the contractor to provide a proposal. The contractor agrees to submit a proposal with a firm fixed price and delivery schedule for each of the items to be repaired within NINETY (90) days after date of the contract award or receipt of assets to be repaired, whichever occurs last or as mutually agreed. The contractor agrees to submit with each proposal such information substantiating the proposed unit price as the Contracting Officer may reasonably require. The Contracting Officer may unilaterally issue an order upon agreement of price and delivery.
- 2) If an established pricing agreement is in effect between the parties, e.g. article price list, catalogue, etc.. the Contracting Officer may unilaterally issue a binding order in accordance with the terms of the pricing agreement.
- 3) If the order cannot be issued unilaterally, the order may be issue bilaterally.

**PROCEDURES AND PROCESSING OF CEILING PRICED ORDERS**

- 1) Upon determination that a ceiling priced/undefinitized order will be used, the contracting officer will request the contractor to provide a proposed ceiling price and delivery schedule. The contractor agrees to submit such information substantiating the proposed ceiling price as the PCO may reasonably require.
- 2) When the ceiling price and proposed estimated delivery schedule have been agreed upon, the contracting officer may unilaterally issue a ceiling priced/undefinitized order.
- 3) Within NINETY (90) days of the issuance of the order, receipt of assets to be repaired, whichever occurs last, or as mutually agreed upon, the contractor shall submit a firm, fixed price proposal, firm delivery schedule and substantiating pricing information, including cost or pricing data, where required. A qualifying proposal is defined in DFARS 217.7401.

**ADDITIONAL PROVISIONS AND OBLIGATIONS OF THE CONTRACTOR**

- 1) The contractor shall notify the contracting officer within ten (10) days, or as soon as reasonably possible, if items are received for which there is no contractual coverage in place or when the items cannot be identified by the given part number. After receipt of such notice, the contracting officer will advise the contractor of any actions to be taken. Performance and induction are not authorized until and order is issued.
- 2) The contractor shall provide appropriate and adequate storage for all items received.
- 3) The contractor shall notify the contracting officer if the required repair:
  - a. Is due to a defect in material or workmanship or
  - b. Is necessary due to delivery of a nonconforming item under a prior contract.
- 4) Prices negotiated on any undefinitized order shall not include overtime or shift premiums unless:
  - a. The contractor identified the use of such overtime or shift premiums at the time of the submission of the proposed ceiling price or within seven (7) days of the issuance of a monetary limitation order under \$150,000 and
  - b. The contracting officer has agreed to the use of overtime or shift premiums.
  - c. Overtime and shift premiums should only be used when it results in overall lower costs to the Government or is necessary to meet essential delivery or performance requirements.
- 5) Failure to agree upon any prices required to definitize an order will be deemed to be a dispute under FAR 52.233-1.

- 6) The articles to be repaired shall be shipped, and transportation charges prepaid, to the contractor's plant.
- 7) Distribution of Material inspection and Receiving Reports (DD250) and Bills of Lading
  - a. Attach one (1) copy in a waterproof envelope outside of shipping container.
  - b. Forward one (1) copy to the designated Freight Forwarder.
- 8) Shipment Less National Stock Numbers (NSN): Where a NSN is not assigned, shipment of material less NSN is authorized. If a Foreign Government designated "stocking number" is specified in the contract item description, all shipping documents shall cite this number in lieu of an NSN.
- 9) The delivery date for all undefinitized repair orders will be entered in the contractor's order management system as twelve (12) months from the time of induction and the proposed estimated delivery schedule will be entered in the contractor's order management system as the customer's request date. This date is subject to change upon definitization.

**DFARS 252.217-7027****CONTRACT DEFINITIZATION (DEC 2012)**

(a) A firm fixed price contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a firm fixed price proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

1. 180 days after issuance of this order (although this date may be extended in writing at the discretion of the PCO); or
2. The date at which the amount of funds obligated under the contract action is equal to more than 50 percent of the not-to-exceed price.

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by:

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm fixed price in no event to exceed amount state in this order.

**PART I - THE SCHEDULE**

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**STATEMENT OF WORK**

- 1.1 General. The items to be furnished hereunder shall be repaired, tested, inspected, and accepted in accordance with the terms and conditions specified in this order. Government Furnished Property (GFP), including equipment such as fixtures, jigs, dies, patterns, mylars, special tooling, special test equipment, or any other manufacturing aid required for the repair, manufacture, and/or testing of the subject item(s), will not be provided by the Government and shall be the responsibility of the Contractor unless expressly provided within this contract.
- 1.2 Repair Requirements. The Contractor shall provide the necessary facility, labor, materials, parts, and test and tooling equipment required to return the items to a Ready For Issue (RFI) condition. RFI is defined as that condition allowing the items to perform properly and reliably in an operational environment in a manner they were intended to operate.
- 1.3 Any repairs performed using unapproved changes to manuals, drawings, specifications, or unapproved changes to a repair source or facility are not permitted and any such changes are done entirely at the Contractor's own risk.
- 1.4 All repair work shall be performed in accordance with Contractor's repair/overhaul/inventory management standard practices, manuals, and directives including but not limited to drawings, technical orders, manufacturing operations and tooling (MOT) instructions, approved repair schemes, and any other contractor approved document developed to provide technical repair procedures in order to restore the item to a serviceable condition that will enable it to perform its intended function.
- 1.5 Beyond Physical Repair. Procedures: The Contractor shall obtain written concurrence from DCMA for all units determined by the Contractor to be BPR. All such determinations, including the basis for the determination and the DCMA written concurrence shall be provided by the Contractor to the PCO, with a copy to the country's Item/Repair Manager. After receipt of the required documentation, the PCO shall provide the Contractor disposition instructions. Any disposal ordered shall be performed by the Contractor in accordance with all applicable regulations and the Contractor's approved Government property disposal procedures.
- 1.6 Beyond Economical Repair. Scope: An item is BER if the cost of the repair exceeds 80% of the replacement price identified by the PCO or Contractor. Procedures: Items determined to be BER will be separately priced if the repair is authorized by the PCO. The Contractor shall obtain written concurrence from DCMA for all units determined by the Contractor to be BPR. All such determinations, including the basis for the determination and the DCMA written concurrence shall be provided by the Contractor to the PCO, with a copy to the country's Item/Repair Manager. After receipt of the required documentation, the PCO shall provide the Contractor disposition instructions. Any disposal ordered shall be performed by the Contractor in accordance with all applicable regulations and the Contractor's approved Government property disposal procedures.

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

**DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION INCORPORATED BY REFERENCE (JUN 2011)**

DFARS 252.211-7003 (JUN 2011) is hereby incorporated by reference into this contract with the same force and effect as if it were given in full text.

Implementation of the Unique Item Identifier (UID) marking requirement of this clause will be accomplished via contract modification.

Pricing and accounting for costs associated with UID will be consistent with applicable requirements. Requirements for valuation will be passed along to subcontractors.

Costs associated with engineering or drawing updates or similar issues shall not be included or funded in NAVSUP WSS contracts. Contractor implementation of the UID marking requirement under this contract will begin following an OSD approval of the Program Office implementation plan that includes updated technical specifications detailing how the item is to be marked.

At such time, the Contractor may be required to provide a plan outlining how this requirement will be implemented.

For planning purposes, development of specific marking requirements will be based on MIL-STD-130M (or later, as in effect on the date of the contract award) criteria. As part of the plan, the contractor may be required to, for example, identify all parts with MIL-STD-130 identification plates, how parts with such plates will be marked and how items without such plates will be marked. Configuration management provisions of this contract apply to UID requirements.

**NAVSUPWSSDA06 ITEM MARKING REQUIREMENTS (JUN 2006)**

This clause is incorporated by reference with the same force and effect as if it were given in full text. Item Marking Requirements and methods for identification of Items of Military Property Produced, Stocked, Stored, and Issued by or for the Department of Defense (DoD) shall be in accordance with MIL-STD-130, REV M.

**NAVSUPWSSDA07 PRESERVATION, PACKAGING AND MARKING (JAN 2012)**

The contractor shall preserve, pack and mark all items as cited below.

1) PRESERVATION REQUIREMENTS

- a. The contractor shall preserve all items intended to enter the military distribution system (stock) in accordance with the M11-STD-2073-1D, 'Standard Practice for Military Packaging', Packaging Requirements Code specified in the Schedule. Contractor can access <http://www.icptarp.net> for code interpretation.

- 2) PACKING REQUIREMENTS - The contractor shall pack as follows. Unit packs, intermediate, and shipping containers shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization. Exterior shipping containers for Packing levels A and Bare detailed in MIL-STD-2073-1D, Appendix C, Table C.II, page 78. Reusable containers, fast pack containers or wood containers are shipping containers and do not require overpacking for shipment.

Domestic Shipments: Level B

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

Via air, FPO, AP: Level B

Via freight forwarder: Level B

Via surface: Level A

- 3) MARKING REQUIREMENTS - All unit, intermediate and shipping containers shall be marked in accordance with MIL-STD-129P "Military Marking for Shipment and Storage". The manufacturers part number and the lot or item number (when applicable) shall be included. Unless otherwise specified herein, items shall be physically marked in accordance with MIL-STD-130.
- 4) UNITED NATIONS (UN) INTERNATIONAL PLANT PROTECTION COMMISSION (IPPC) RESTRICTIONS REGARDING WOOD PACKING (WPM) - All shipments utilizing coniferous and non-coniferous wood pallets and wood containers constructed of non-manufactured wood shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations both dated May 30, 2001. Refer to <http://www.aphis.usda.gov/ppg/swp/eunmwP.htm> or information and material sources.
- 5) REUSABLE NSN CONTAINERS FOR FOREIGN MILITARY SALES (FMS) - The contractor may utilize fast packs (LAW PPP-B-1762) and or ASTM-D5118, overseas, cleated plywood box for unit containers. All other elements of the specified MIL-STD-2073-1D packaging requirements code must be adhered to for each item (i.e. Method of preservation, clean/dry, wrapping, cushioning/dunnage and cushion thickness.

**PART I - THE SCHEDULE**  
**SECTION E**  
**INSPECTION AND ACCEPTANCE**

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

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

**252.246-7000**  
**MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)**

**NAVSUPWSSEA05**  
**INSPECTION AND ACCEPTANCE OF SUPPLIES (MAY 2010)**

( ) 1. Inspection of Supplies shall be performed at the contractor location shown on Page One by the Contract Administration Office (CAO) also shown on Page One, unless otherwise specified below:

- ( ) Manufacturing Site at ( ) by the Manufacturing Site CAO ( ) .
- ( ) Subcontractor's Site at ( ) by the Subcontractor Site CAO ( ) .
- ( ) Packaging Site at ( ) by the Packaging Site CAO ( ) .

( ) 2. Final Acceptance of Supplies and Packaging shall be performed at the contractor's location on Page One by the Contract Administration Office (CAO) also shown on Page One, unless otherwise specified below:

- ( ) Manufacturing Site at ( ) by the Manufacturing Site CAO ( ) .
- ( ) Subcontractor's Site at ( ) by the Subcontractor Site CAO ( ) .
- ( ) Packaging Site at ( ) by the Packaging Site CAO ( ) .
- ( ) Destination.

( ) 3. Inspection and Acceptance of Supplies will be performed by the consignee at Destination.

PART I - THE SCHEDULE  
SECTION F  
DELIVIERIES OR PERFORMANCE

52.242-17  
GOVERNMENT DELAY OF WORK (APR 1984)

52.247-63  
PREFERENCE FOR US - FLAG AIR CARRIERS (JUN 2003)

52.247-65  
F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991)

5252.225-9406  
VERIFICATION OF "SHIP TO" AND/OR "NOTICE OF AVAILABILITY" ADDRESS (JAN 1992)

The contractor shall submit a request in duplicate to the Transportation Office of the cognizant Contract Administration Office for verification of the "Ship to" address. If the offer/release instructions require a "Notice of Availability" the contractor shall also request verification of the address to which notification will be made (the 'IAC3' address). Such requests shall be submitted at least ten (10) days in advance of (i) date

"Notice of Availability" is to be submitted; or (ii) actual shipping date, if shipment is to be released automatically.

**NAVSUPWSSFA06**  
**FMS DELIVERY AND SHIPPING INSTRUCTIONS (MAR 2004)**

Material to be delivered FOB Origin at or near contractor's plant in the manner specified below. Use of Agency Official Indicia mail by contractors is not authorized. Quantities will not be divided into mailable lots for the express purpose of avoiding movement by other modes of transportation.

Consignment instructions provided herein are subject to change. In order to obtain the most current "Ship To" and "Mark For" information, the contractor is required to contact the cognizant DCMA Transportation Office ten days prior to shipment.

**MATERIAL/TRANSPORTATION DATA:**

If shipment qualifies as a small parcel under current specifications, ship via a Mode 5 small parcel carrier within the Continental United States (CONUS). Contractor will add prepaid transportation charges as a separate item on the invoice for reimbursement purposes.

If shipment does not qualify as a small parcel (Mode 5) shipment, ship to the Freight Forwarder on a collect commercial Bill of Lading.

International FMS Parcel Post (PP) shipments destined for the Government of Canada will be made via "Certificate of Mailing" using United States Postal Service (USPS) Form 3817, 3877 or 3877A.

If an X appears in the following parentheses ( ), ship on a Prepaid Commercial Bill of Lading (CBL). Request transportation instructions from the cognizant DCMA transportation Office. Transportation Account Code (TAC) ( )applies.

**SPECIAL MARKINGS:**

For record accounting identification purposes, the Document Number, National Stock Number (NSN), and Supplementary Address, which appear under each line item(s) subclin, must be referenced in all Contracts, Invoices, Shipping, Inspection, and Financial Documents.

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For FMS shipments only, regardless of size, the shipper shall bar code and apply the below listed identification with the appropriate bar coding format as specified in the MILSTD-129-P (disregarding 4.4.1.2) based on the packaging standard used.

The Bar Code Lines should read as shown below.

(NOTE: The 14-15 position Requisition Number, which can be found under each line item(s) subclin, shall be bar coded vice the Contract number.)

Bar Code Line 1:

National Stock Number (NSN) or CAGE and Part Number (if no NSN)

Bar Code Line 2:

Requisition Number(s) (be sure to include each Requisition Number in the multi-pack)

Bar Code Line 3:

Unit of Issue, Quantity, Unit Price, Supplementary Address

The information to be bar coded is reflected in the DD250 as follows:

- Block 13      Supplementary Address (6 position alphanumeric code)
- Block 16      National Stock Number (NSN) or CAGE/Part Number
- Block 17      Quantity
- Block 18      Unit (of Issue)
- Block 19      Unit Price

**DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORTS (DD250) AND BILLS OF LADING**

- (1) Attach four (4) copies of DD250 in waterproof envelope outside of shipping container.
- (2) Forward two (2) copies of DD250 annotated by carrier as proof of shipment to NAVSUPWSS-PHIL, 700 Robbins Avenue, Philadelphia, PA 19111, Code 754, at the time of shipment.
- (3) Forward three (3) copies of DD250 to designated Freight Forwarder.
- (4) Where NAVSUPWSS-PHIL is the status control activity, forward two (2) copies of DD250 to the attention of NAVSUPWSS-PHIL Code 0142. Where the status control activity is other than NAVSUPWSS-PHIL forward one (1) copy of DD250 to NAVSUPWSS-PHIL Code 0142 and one (1) copy of DD250 to the status control activity.
- (5) Forward one (1) copy of DD250 to NAVSUPWSS-PHIL Code P75 ( )

**PART I - THE SCHEDULE**  
**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**NAVSUPWSSGA04**  
**ACCOUNTING AND APPROPRIATIONS DATA (NOV 1996)**

AA   XX OMBK   \$XXXXXXXX

**252.232-7003**  
**ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN2012)**

**NAVSUPWSSGA02**  
**NOTE FOR CONTRACTOR/ADMINISTRATIVE CONTRACTING OFFICER (JUNE 2007)**

The following indicated with an "X" in the block is applicable:

( ) When a DCMA office is shown on a Contract/Purchase Order, the Administrative Contracting Officer (ACO) is the primary point of contact and all inquiries shall initially be directed to his office for necessary action.

Inquiries and correspondence directed to the Post Award PCO should be addressed as follows:

Code: Brian Keckler(N714.9) Weapon System LRC (FMS)  
Telephone:(717) 605-1883  
E-Mail: brian.k.keckler@navy.mil

Telephone inquiries should be made only in cases of extreme urgency and must be confirmed in writing within 48 hours. If the inquiry involves technical questions (drawing, specification, etc.) inquiry should be submitted in accordance with the procurement specification.

( ) NOTE FOR NAVY REQUISITIONING AND NAVY MONITORING ACTIVITIES:  
Forward status and expediting inquiries to NAVSUP WSS-M, as follows:  
CASREPT/OTHER - DSN 430 2460 or 2461  
FBM - DSN 430 4490

PART I - THE SCHEDULE  
SECTION H  
SPECIAL CONTRACT REQUIREMENTS

252.204-7005  
ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

PART II - CONTRACT CLAUSES  
SECTION I  
CONTRACT CLAUSES

52.202-1 - APPLICABLE FOR ORDERS OVER SIMPLIFIED ACQUISITION THRESHOLD  
DEFINITIONS (NOV 2013)

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

FAR 52.203-17  
CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (APR 2014)

52.204-2  
SECURITY REQUIREMENTS (AUG 1996)

52.204-4  
PRINTED OR COPIED DOUBLE-SIDED ON POST-CONSUMER FIBER CONTENT PAPER (MAY 2011)

52.204-7  
SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

52.204-8  
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2016)

52.204-9  
PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2015)

52.204-13  
SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

52.209-7  
INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

52.209-9  
UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

52.211-5  
MATERIAL REQUIREMENTS (AUG 2000)

52.211-15  
DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (OCT 2015)

52.214-34  
SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.214-35  
SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

52.215-2  
AUDIT AND RECORDS - NEGOTIATION (OCT 2010)

52.215-8  
ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)

52.215-13  
SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 2010)

52.219-8  
UTILIZATION OF SMALL BUSINESS CONCERNS (OCT2014)

52.222-20  
CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014)

52.222-21  
PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

52.222-22  
PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that-

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

(b) It (X) has, ( ) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-24  
PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

52.222-26  
EQUAL OPPORTUNITY

52.222-40  
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

52.222-54  
EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

52.227-1  
AUTHORIZATION AND CONSENT (DEC 2007)

52.227-2  
NOTICE AND ASSISTANCE REGARDING PATENT COPY RIGHT INFRINGEMENT (DEC 2007)

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

52.232-8  
DISCOUNTS FOR PROMPT PAYMENTS (FEB 2002)

52.232-17  
INTEREST (MAY 2014)

52.232-23  
ASSIGNMENT OF CLAIMS (MAY 2014)

52.233-1  
DISPUTES

52.242-13  
BANKRUPTCY (JUL 1995)

52.243-1  
CHANGES - FIXED PRICE (AUG 1987)

52.245-1  
GOVERNMENT PROPERTY (APR 2012)

52.245-9  
USE AND CHARGES (APR 2012)

52.248-1  
VALUE ENGINEERING (OCT 2015)

52.249-2  
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2015)

52.249-8  
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252.203-7000  
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252.203-7001  
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252.204-7003  
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252.204-7004  
ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2015)

252.204-7008  
COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015)

252.204-7012  
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

252.205-7000  
PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

252.211-7007  
REPORTING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)

252.215-7002  
COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2012)

252.217-7027  
CONTRACT DEFINITIZATION (DEC 2012)

252.225-7012  
PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2015)

252.225-7013  
DUTY-FREE ENTRY (NOV 2014)

252.225-7021  
TRADE AGREEMENTS (OCT 2015)

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

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

(1) A bona fide employee of the Contractor; or

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

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

(1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand or Venezuela, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

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

252.225-7031  
SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

252.225-7048  
EXPORT CONTROLLED ITEMS (JUNE 2013)

252.232-7010  
LEVIES ON CONTRACT PAYMENTS (DEC 2008)

252.242-7004  
MATERIAL MANAGEMENT AND ACCOUNTING SYSTEMS (MAY 2011)

252.242-7005  
CONTRACTOR BUSINESS SYSTEMS (FEB 2012)

252.243-7001  
PRICING OF CONTRACT MODIFICATION (DEC 1991)

252.244-7001  
CONTRACTOR PURCHASING SYSTEM ADMINISTRATION- BASIC (MAY 2014)

252.245-7001  
TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)

252.245-7002  
REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)

252.245-7003  
CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)

252.245-7004  
REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

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

52.209-6  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER  
RESPONSIBILITY MATTERS (OCT 2015)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

52.216-24  
LIMITATION ON GOVERNMENT LIABILITY (APR 1984)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding (see block 25 on page one of this order) dollars.  
(b) The maximum amount for which the Government shall be liable if this contract is terminated is (will be negotiated) dollars.