

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.
PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER N00104-16-Y-F001	2 (X one)	3. DATE/TIME RESPONSE DUE 17 AUG 2016 2:00 p.m.(local time)
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

INSTRUCTIONS
NOTE: The provision entitled "Required Central Contractor Registration" is applicable to most solicitations.

- If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
- Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S. C. 1001.
- Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
- Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submission, Modification and Withdrawal of Bid" or "Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE (Complete mailing address, including ZIP Code) NAVSUP WSS - Mechanicsburg 5450 Carlisle Pike PO Box 2020 Mechanicsburg PA 17055-0788 Buyer: Lea DuBeck Code: N743.16	5. ITEMS TO BE PURCHASED (Brief description) 2S 2010-01-262-8972 CG Class Propeller Shaft
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6. PROCUREMENT INFORMATION (X and complete as applicable)

<input checked="" type="checkbox"/> a. THIS PROCUREMENT IN UNRESTRICTED
<input type="checkbox"/> b. THIS PROCUREMENT IS % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE SIC CODE IS: _____
<input type="checkbox"/> c. THIS PROCUREMENT IS % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE SIC CODE IS: _____
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION
NOTE - IT IS POLICY OF THE DOD TO MAXIMIZE THE NUMBER OF SMALL AND SMALL DISADVANTAGED BUSINESS (SDB) CONCERNS PARTICIPATING IN DEFENSE PRIME AND SUBCONTRACTS. IT IS REQUIRED THAT PRIME CONTRACTORS' SUBCONTRACT PLANS, WHEN REQUIRED BY THE SOLICITATION, REFLECT A SDB GOAL OF 5%, OR GREATER.
NOTE - THE CLAUSE 52.232-25 ENTITLED "PROMPT PAYMENT" IN THE SOLICITATION.

8. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial) DuBeck, Lea	b. ADDRESS (Include Zip Code) NAVSUP WSS - Mechanicsburg 5450 Carlisle Pike PO BOX 2020 Mechanicsburg PA 17055-0788
c. TELEPHONE NUMBER (include Area Code and Extension) 717-605-5415	d. E-MAIL ADDRESS lea.dubeck@navy.mil

9. REASONS FOR NO RESPONSE (X all that apply)

<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	
<input type="checkbox"/> e. OTHER (Specify)	

10. MAILING LIST INFORMATION (X one)

WE DO DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF INVOLVED

11a. COMPANY NAME	b. ADDRESS (Include Zip Code)

c. ACTION OFFICER	
(1) TYPED OR PRINTED NAME (Last, First, Middle Initial)	(2) TITLE
(3) SIGNATURE	(4) DATE SIGNED (YYYYMMDD)

SOLICITATION, OFFER AND AWARD (4/2007)		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A3	PAGE OF PAGES 1 28
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N00104-16-Y-F001	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 13 JUL 2016	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY NAVAL INVENTORY CONTROL POINT-MECHANICSBURG P O BOX 2020 MECHANICSBURG PA 17055-0788		CODE N00104	8. ADDRESS OFFER TO (If other than Item 7) DEPARTMENT OF THE NAVY NAVSUP WSS - Mechanicsburg Buyer: Lea DuBeck Code: Code N743.16		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offer in original and 1 copies for furnishing the supplies or service in the Schedule will be received at the place specified in Item 8, or if handicapped, uploaded electronically to the secure server located at:
www.neco.navy.mil. until **2:00 p. m.** local time **16/08/13**
 (Hour) (YY/MM/DD)
 CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL ▶	A. NAME Lea DuBeck N743.16		B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Lea.DuBeck@navy.mil
	AREA CODE 717	NUMBER 605	EXT 5415			

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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENT	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET (OPTIONAL FORM 336)		REFERENCE NO. OF DOCUMENT BEING CONTINUED N00104-16-Y-F001			PAGE	OF
					2	28
ITEM NO.	SECTION B - SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001	EVALUATE, REPAIR AND/OR MODIFY NSN 2S 2010-01-262-8972 CG CLASS PROPELLER SHAFT					
0001AA	SAME AS ITEM 0001 IN ACCORDANCE WITH SECTION "C" INSPECTION AT ORIGIN ACCEPTANCE AT ORIGIN	2	EA			
0001AB	CONTRACT DATA REQUIREMENTS LIST SEE SECTION C	1	LOT	NSP		NSP
0002	OVER AND ABOVE WORK, ONLY IF REQUIRED NECO PROPOSAL WILL NOT BE CONSIDERED. PLEASE EMAIL, FAX, OR MAIL PROPOSAL TO THE PCO. FOR FURTHER INSTRUCTIONS, SEE NAVSUPWSSLA24 AND FAR 52.215-1. ALL LARGE BUSINESSES ARE REQUIRED TO SUBMIT A SMALL BUSINESS SUBCONTRACTING PLAN, IF APPLICABLE. This requirement is open to current qualified contractors/BOA holders.					

**PART I – THE SCHEDULE
SECTION C
STATEMENT OF WORK**

- A. Complete Pre-Repair in accordance with S9243-AW-TRS-011/SHAFT.
- B. Prep for weld repair by machining as necessary up to 27 linear feet.
- C. NDT all prepped areas prior to welding in accordance with MIL-STD-2191.
- D. Weld repair all prepped areas in accordance with MIL-STD-2191 up to 1 pass of 27' and up to an additional 6' of multilayer passes.
- E. NDT weld repair areas, additional NDT will be required for multiple weld passes in accordance with MIL-STD-2191.
- F. Stress relieve all welded areas in accordance with MIL-STD-2191.
- G. Cold roll AFT sleeve fit area in accordance with MIL-STD-2191 if weld repaired or if temperature exceeds 475 degree F during weld repair and stress relief of adjacent areas.
- H. Recheck concentricity after stress relieving; straighten if necessary in accordance with MIL-STD-2191.
- I. Final machine welded areas to design specifications in accordance with the applicable shaft detail drawing.
- J. Machine/handwork as necessary not to exceed 32 man-hours and \$500 in material to remove defects on other shaft surfaces in accordance with S9243-AW-TRS-011/SHAFT.
- K. Inspect shaft as required by S9243-AW-TRS-011/SHAFT prior to sleeve installation including MT, UT, hardness readings, dimensional, and concentricity.
- L. Replace sleeves and backing strips. Ensure sleeves are stress relieved and satisfactory RT is performed and approved by the local DCMA QAR at sleeve manufacturer.
- M. Prep machine and inspect sleeves prior to installation.
- N. Install sleeves and weld in place in accordance with S9243-AW-TRS-011/SHAFT including the use of strain gages to monitor stress during welding.
- O. Final machine sleeves to print specifications and inspect including dimensions, concentricity and PT.
- P. Skim cut the FWD flange vertical mating and non-mating face within tolerances and surface finishes to remove defects maintaining tolerance in way of aligning spigot fits and counter bores.
- Q. Shot peen FWD and AFT flange fillet radii if weld repaired – or – after machining/hand working if fillet(s) exceed 475 degrees F during weld repair and stress relief of adjacent areas – or – if there is no evidence of prior shot peen.
- R. Brush hone the shaft bore as necessary.
- S. Restore AFT flange bolt and dowel pin holes to design specifications in accordance with the applicable shaft detail drawing.
- T. Prepare (including sandblast) and apply GRP covering to the shaft body between the FWD and AFT sleeves in accordance with MIL-STD-2199A. Inspect after completion including spark test.
- U. Apply coating to the OD, non-mating face, and fillet of the FWD flange in accordance with MIL-STD-2199A.
- V. Die stamp FWD end of shaft to note NSN, UT inspection, stress relieve temperature, and shot peening after repairs and inspection.
- W. Final inspect for customer acceptance.
- X. Package and Preserve in accordance with MIL-DTL-2845E.

***NOTE:** While skim cutting/hand working the shaft body between the FWD and AFT sleeve areas, remove the minimum amount of metal required to clear/blend existing defects while maintaining design diameter.

CDRL	Required	Delivery Date
A004	If Applicable	Within 10 days of identification of condition of the departure.
A005	YES	Initial VPI - Within 14 days of receipt Final VPI – Within 14 days of Final Repair Report approval
A006	YES	Pre-Repair Report - Within 90 days of receipt. Final Repair Report - Within 12 months of pre-repair report approval
A008	YES	Within 10 days of sleeves receipt
A009	YES	To be submitted with A006
A010	YES	To be submitted with A006
A011	YES	To be submitted with A006
A012	YES	To be submitted with A006
A013	YES	Within 30 days of Pre-Repair Report Approval

**PART I – THE SCHEDULE
SECTION D
PACKAGING**

252.211-7003 Item Unique Identification and Valuation (MAR 2016)

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)

252.211-7006 Passive Radio Frequency Identification (JUN 2016)

NAVSUPWSSDA07

PRESERVATION, PACKAGING, PACKING AND MARKING (Nov 2015)

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

1. PRESERVATION REQUIREMENTS

a. **SYSTEM STOCK SHIPMENTS** - The contractor shall preserve all items intended to enter the military distribution system (stock) in accordance with the MIL-STD-2073-1E, "Standard Practice for Military Packaging", Packaging Requirements Code specified in the Schedule. When a Specialized Preservation Code/Method of Preservation (MOP) (Table J-la) is specified, and one or more of the following packaging fields (WM, CUD, CT, UC) value is a 00 (numeric), the Specialized Preservation/MOP procedure and materials takes precedence. Disregard "HM" and "LP" fields and replace "SPMK 99" with "00" (numeric). Contractor can access <https://tarp.navsisa.navy.mil/> for code interpretation.

1) Contractor shall use material produced by a Qualified Products List (QPL) manufacturer if the required packaging material has a QPL. Barrier materials that have QPLs are MIL-PRF-131, Classes 1 and 3, MIL-PRF-81705D, Type 1 and MIL-PRF-22191. These items can be identified by the following packaging field values: PM = "31", "32", "33", "41", "42", "43", "44", "45", "51", "52", "53", "54", "55", "AW", "BD", "DW", "GX"; or UC = "B2", "B3", "B9", "BL", "BS" or "SD". Sources for QPL material can be obtained by contacting 215-697-5842.

b. **IMMEDIATE USE/INSTALLATION AND PART NUMBER BUY SHIPMENTS** – Government PCO or ACO approval to use the packaging standards outlined in this paragraph is required, and is only permitted for all items determined to be for immediate use (e.g. CASREP, AOG, or Repair line stoppage) and part number buy shipments. Any national stock numbered (NSN) item required for immediate use or direct installation, or part number item (authority granted to ship without NSN) shall be preserved and packed in accordance with ASTM D 3951-10, "Standard Practice for Commercial Packaging", for all shipments to a Continental United States (CONUS) government activity or contractor-owned facility. Marking shall be in accordance with MIL-STD-129R, "Military Marking for Shipment and Storage". All buys destined for overseas shipment (OCONUS) shall be preserved in accordance with MIL-STD-2073-1E.

c.

GOVERNMENT-OWNED MATERIAL – In the event that the Performance Based Logistics (PBL) contract expires and there is no follow-on PBL contract, or the contract is terminated or completed and Government-owned material is to be returned to the supply system, the contractor shall preserve and package this material in accordance with the requirements of paragraph 1 a.

2. PACKING REQUIREMENTS – The contractor shall pack as follows. Exterior shipping containers for Packing Levels A and B are detailed in MIL-STD-2073-1E, Appendix C, Table C.II. Reusable containers, fast pack containers or wood containers are shipping containers and do not require overpacking for shipment.

Domestic Shipments (CONUS):

Level B

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

Via air, FPO, APO

Via freight forwarder **Level B**

Via surface **Level B**
Level A

3. MARKING REQUIREMENTS - All unit, intermediate and shipping containers shall be marked in accordance with MIL-STD-129R. In addition, the following specific requirements apply:

a. **ADDITIONAL MARKING FOR SPARES ONLY** – Each MIL-STD-129R label shall also include the following:

1) **Supplementary Procurement Instrument Identification Number (SPIIN)** – the 4-digit order number that follows the basic BOA or long-term contract number (e.g. 0001, A001, 5001, 7001, etc.),

2) **Contract Line Item Number (CLIN)** – the 4-digit individual line item number (e.g. 0001, 0002, etc.), and

3) **SubCLIN** – the 6-digit sub line item number (e.g. 0001AA, 0001AB, 0002AA, 0002AB, etc.).

b. **2D BAR CODE MILITARY SHIPPING LABEL (MSL)** – 2D bar code requirements in accordance with MIL-STD-129R, Paragraph 5.2.2.6

c. **RADIO FREQUENCY IDENTIFICATION (RFID) LABEL** – RFID requirements in accordance with clause DFARS 252.211-7006 “Passive Radio Frequency Identification.”

d. **DEPOT LEVEL REPAIRABLE (DLR) LABELS**

1) Items identified with a Cognizance Code of either “7” or an even number preceding the NSN (e.g. 7RH 5826-01-428-9999) are defined as Depot Level Repairable (DLR) items. DLR items require that a DLR label be placed on the outside of the unit, the intermediate and the shipping container for accountability and control purposes. The outside of each unit, intermediate and shipping container shall be affixed with the applicable label as close to the bar code label as possible.

EXCEPTION: When a DLR item requires use of both a reusable inner unit container and a reusable outer shipping and storage container (excluding wood and fiberboard), only the inner unit container shall be affixed with a DLR label. In these cases only, DLR labels shall NOT be placed on the outer reusable container.

2) Labels are available via the Naval Forms Online website: <http://navalforms.daps.dla.mil>. The website will advise the procedures for ordering and establishing an account. When searching for the DLR label, the following procedure should be followed:

- a) Click on “Forms” tab
- b) Click on “Keyword Search”
- c) Under “Search Criteria” type in “DLR”
- d) Under “Type” click on picture of box (Warehouse Form Link)
- e) Follow the applicable instructions (New Account, Current Account or Continue Shopping)

NSN	DESCRIPTION	QUANTITY PER UNIT PACKAGE	APPLICATION	FORM NUMBER
0108LF5055300	DLR Label 2 in. x 3 in.	100	Unit Container	NAVSUP 1397-1
0108LF5055000	DLR Label 3 in. x 5 in.	100	Intermediate / Shipping Container	NAVSUP 1397

Labels may also be obtained by faxing a copy of the contract page containing the DLR label requirement to 215-697-2424.

e. SPECIAL MATERIAL IDENTIFICATION CODE (SMIC) FOR NAVSUP WSS MECHANICSBURG MARITIME REQUIREMENTS ONLY

1) Certain Program-related items are identified by a two-position SMIC, which appears as a suffix to the NSN (e.g. 1H4730-00-900-1317 L1), and require special markings. Containers shall be marked with letters, maximum two inches high on two (2) sides and two (2) ends as follows:

SMIC	MARKINGS	COLOR	TYPE CONTAINER
L1	LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
S1	SURFACE LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
D4/D5/D7	DSS-SOC	RED	Unit, intermediate and shipping (size permitting)
C1 *	LEVEL 1 SPECIAL CLEAN O2-N2	GREEN	Unit, intermediate and shipping
CP/VG *	SPECIAL CLEAN O2-N2	GREEN	Unit, intermediate and shipping
D0/D6/D8 *	DSS-SOC SPECIAL CLEAN O2-N2	GREEN	Unit, intermediate and shipping
VU	FBW SFCC VU	BLUE	Unit, intermediate and shipping (size permitting)
SW	FBW SFCC SW	BLUE	Unit, intermediate and shipping (size permitting)
Q3/Q5	Q3 or Q5	RED	Unit, intermediate and shipping

* denotes Oxygen Clean requirements in accordance with MIL-STD-1330 "Precision Cleaning and Testing of

Shipboard Oxygen, Helium, Helium-Oxygen, Nitrogen, and Hydrogen Systems."

4. PALLETIZATION. Palletization of shipments shall be accomplished in accordance with MIL-STD-147E "DoD Standard Practice: Palletized Unit Loads."

5. WOOD PACKAGING MATERIAL (WPM)

In accordance with the latest version of DoD Manual 4140.65-M "Compliance for Defense Packaging: Phytosanitary Requirements for Wood Packaging Material (WPM)," assets packed in or on wood pallets, skids, load boards, pallet collars, wood boxes, reels, dunnage, crates, frames, and cleats must comply with the Heat Treatment (HT) or Heat Treatment/Kiln Dried (HT/KD) (continuous at 56 degrees Centigrade for 30 minutes) standard. The WPM must be stamped or branded with the appropriate certification markings as detailed in DoD 4140.65-M and be certified by an accredited American Lumber Standards Committee (ALSC)-recognized agency. The WPM certification markings must be easily visible, especially in pallet loads, to inspectors.

6. NAVY SHELF LIFE PROGRAM

Navy shelf-life requirements are listed under the item description in a 3-digit alpha/numeric code. Position one (1) is the DOD shelf-life code, defining the type of shelf-life for an item (Type I, non-extendible or Type II, extendible), and the number of months an item can remain ready for issue in a Navy specified package. Positions two (2) and three (3) combined form the Navy-unique shelf-life action codes used by storage activities, and do not impose any requirements on the contractor. The contractor shall use the applicable shelf-life paragraphs and table in MIL-STD-129R to apply either Type I or Type II shelf-life markings for an item's unit, intermediate and shipping containers. Contractors will ensure that at least eighty-five percent (85%) of the Navy shelf-life requirement is remaining when received by the first government activity.

7. REUSABLE NSN CONTAINERS

An item that has an NSN assigned in the "Container NSN" field (e.g . 8145012622982) requires shipment in a metal or plastic reusable shipping and storage container.

a. REUSABLE CONTAINERS FOR NAVSUP WEAPON SYSTEMS SUPPORT, MECHANICSBURG SITE, MARITIME REQUIREMENTS

Reusable NSN containers for maritime material (designated by a Cognizance Code of “7E”, “7G” and “7H”) shall be provided as contractor-furnished material (CFM). Source lists of possible container manufacturers may be obtained by contacting 215-697-5842.

b. REUSABLE CONTAINERS FOR NAVSUP WEAPON SYSTEMS SUPPORT, PHILADELPHIA SITE, AVIATION REQUIREMENTS

Reusable NSN containers (excluding wood and fiberboard) for aviation material (designated by a Cognizance Code of “7R”, “6K” or “0R”) shall be provided as government-furnished material (GFM). Fast pack containers will not be provided as GFM. To obtain GFM reusable containers, the contractor must first obtain a Container Request Form either from <https://tarp.navsisa.navy.mil/containerrequest> or by contacting 215-697-5842, then fax the completed form to 215-697-1405/3850 at least 90 days prior to the anticipated shipping date (monthly for repair contracts). If the Navy’s Container Management Area (CMA) informs the contractor that containers are unavailable, the following alternate packaging requirements apply. The unavailability of reusable containers shall not be an excusable delivery delay. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

ALTERNATE PACKAGING REQUIREMENTS FOR ITEMS ASSIGNED THE FOLLOWING CONTAINERS

Container NIIN	Container Part Number(80132)	Alternate Packaging Code IAW MIL-STD-2073-1E
00-260-9548	P069-2	GX1000LTBEC (QUP = 001) (ICQ = 000)
00-260-9556	P069-1	
00-260-9559	P069-3	
00-260-9562	P069-4	
01-012-4088	P069-6	
01-014-0440	P069-5	
01-164-4073	P069-7	
01-262-2982	15450-100	DW100K3GHFED (QUP = 001) (ICQ = 000)
01-262-2983	15450-200	
01-262-2984	15450-300	
01-262-2985	15450-400	
01-262-2986	15450-500	
01-262-2987	15450-600	DW100K3GHFDR (QUP = 001) (ICQ = 000)
01-262-2988	15450-700	

All excess empty reusable shipping and storage containers shall be turned-in to the nearest Container Reuse and Refurbishment Center (CRR). CRR locations/points of contact can be found at <https://tarp.navsisa.navy.mil/crr> or by contacting 215-697-2063.

8. REUSABLE NSN CONTAINERS FOR FOREIGN MILITARY SALES (FMS), JPO OR OTHER FOREIGN FORCES ACQUISITION

a. Reusable shipping and storage containers shall be provided as CONTRACTOR-FURNISHED MATERIAL (CFM), unless otherwise specified.

b. Contractors may tender offers including alternate, non-reusable, packaging methods and be considered responsive.

9. MATERIAL SAFETY DATA SHEETS

As required by clauses FAR 52.223-3 “Hazardous Material Identification and Material Safety Data” and DFARS 252.223-7001 “Hazard Warning Labels” the offeror is required to list any hazardous material to be delivered under the resultant contract by the submission of Material Safety Data Sheets (MSDSs) to the NAVSUP WSS or DLA Contracting Officer prior to award. A copy must also be provided to NAVSUP WSS, Code 0772, P.O. Box 2020, 5450 Carlisle Pike, Mechanicsburg, PA 17055-0788 or via FAX number 717-605-3480.

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

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

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below. *[If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]**

Title	Number	Date	Tailoring
*See Individual Line Item Schedule			

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)
(IAW FAR 46.316)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)
(IAW DFARS 246.370)

**PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE**

52.211-8 TIME OF DELIVERY (JUN 1997)

As prescribed in [11.404](#)(a)(2), insert the following clause:

Time of Delivery (Jun 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
<i>[Contracting Officer insert specific details]</i>		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001	2	500

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding

(1) five calendar days for delivery of the award through the ordinary mails, or

(2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

Alternate I (Apr 1984). If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date of award, the contracting officer may substitute the following paragraph (b) for paragraph (b) of the basic clause. The time may be expressed by substituting "on or before"; "during the months _____"; or "not sooner than _____ or later than _____" as headings for the third column of paragraph (a) the basic clause.

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by _____ [Contracting Officer insert date]. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

Alternate II (Apr 1984). If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date the contractor will receive notice of award, the contracting officer may substitute the following paragraph (b) for paragraph (b) of the basic clause. The time may be expressed by substituting "within days after the date of receipt of a written notice of award" as the heading for the third column of paragraph (a) of the basic clause.

(b) The delivery dates or specific periods above are based on the assumption that the successful offeror will receive notice of award by _____ [Contracting Officer insert date]. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the Contractor receives notice of award; provided, that the Contractor promptly acknowledges receipt of notice of award.

Alternate III (Apr 1984). If the delivery schedule is to be based on the actual date the contractor receives a written notice of award, the contracting officer may delete paragraph (b) of the basic clause. The time may be expressed by substituting "within days after the date of receipt of a written notice of award" as the heading for the third column of paragraph (a) of the basic clause.

52.242-15 **STOP-WORK ORDER** (AUG 1989)
(IAW FAR 42.1305(b)(1))

52.247-55 **F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY**
(JUN 2003)
(IAW FAR 47.305-12(a)(2))

52.247-34 F.O.B. – DESTINATION (NOV 1991)

52.247-48 F.O.B. DESTINATION – EVIDENCE OF SHIPMENT (FEB 1999)

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

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

As prescribed in [32.706-1\(a\)](#), insert the following clause:

Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

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

(IAW DFARS 232.7004(b), PGI 232.7004(b)(1), DFARS 212.301(f)(liii))

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

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

_____ Invoice and Receiving Report (COMBO)_____

(Contracting Officer: Insert applicable document type(s).

Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

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

_____ SOURCE_____

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

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	N00104
Admin DoDAAC	TBD
Inspect By DoDAAC	S4306A
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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

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

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

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

(g) *WAWF point of contact.*

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

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

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

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

52.202-1	DEFINITIONS (NOV 2013) (IAW FAR 2.201)
52.203-3	GRATUITIES (APR 1984) (IAW FAR 3.202)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014) (IAW FAR 3.404)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (IAW FAR 3.503-2)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014) (IAW FAR 3.502-3)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) (IAW FAR 3.104-9(a))
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) (IAW FAR 3.104-9(b))
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (IAW FAR 3.808(b))
252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) (IAW DFARS 203.171-4(a), DFARS 212.301(f)(ii))
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) (IAW DFARS 203.570-3)
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) (IAW DFARS 203.970)

- 252.203-7997** **PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-00003)** (OCT 2015)
(IAW DARS Tracking # 2016-00003)
- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) (1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.
- 52.204-4** **PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER** (MAY 2011)
(IAW FAR 4.303)
- 52.204-10** **REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS** (OCT 2015)
(IAW FAR 4.1403(a))
- 52.204-18** **COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE** (JUL 2015)
(IAW FAR 4.1804(c), FAR 12.301(d))
- 52.204-19** **INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS** (DEC 2014)
(IAW FAR 4.1202(b))
- 252.204-7003** **CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT** (APR 1992)
(IAW DFARS 204.404-70(b))
- 252.204-7012** **SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING**
(DEC 2015)
(IAW DFARS 204.7304(c))
- 252.204-7015** **NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT** (MAY 2016)
(IAW DFARS 204.7403(c), DFARS 212.301(f)(ix))
- 52.209-9** **UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS**
(JUL 2013)
(IAW FAR 9.104-7(c))
- 252.209-7004** **SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM** (OCT 2015)
(IAW DFARS 209.409)
- 52.211-5** **MATERIAL REQUIREMENTS** (AUG 2000)
(IAW FAR 11.304)

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

52.215-2 AUDIT AND RECORDS--NEGOTIATION (OCT 2010)
(IAW FAR 15.209(b)(1))

52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
(IAW FAR 15.408(f)(1))

252.217-7028 OVER AND ABOVE WORK (DEC 1991)

(a) Definitions.

As used in this clause--

(1) "Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is--

- (i) Within the general scope of the contract;
- (ii) Not covered by the line item(s) for the basic work under the contract; and
- (iii) Necessary in order to satisfactorily complete the contract.

(2) "Work request" means a document prepared by the Contractor which describes over and above work being proposed.

(b) The Contractor and Administrative Contracting Officer shall mutually agree to procedures for Government administration and Contractor performance of over and above work requests. If the parties cannot agree upon the procedures, the Administrative Contracting Officer has the unilateral right to direct the over and above work procedures to be followed. These procedures shall, as a minimum, cover--

- (1) The format, content, and submission of work requests by the Contractor. Work requests shall contain data on the type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work;
- (2) Government review, verification, and authorization of the work; and
- (3) Proposal pricing, submission, negotiation, and definitization.

(c) Upon discovery of the need for over and above work, the Contractor shall prepare and furnish to the Government a work request in accordance with the agreed-to procedures.

(d) The Government shall--

- (1) Promptly review the work request;
- (2) Verify that the proposed work is required and not covered under the basic contract line item(s);
- (3) Verify that the proposed corrective action is appropriate; and
- (4) Authorize over and above work as necessary.

(e) The Contractor shall promptly submit to the Contracting Officer, a proposal for the over and above work. The Government and Contractor will then negotiate a settlement for the over and above work. Contract modifications will be executed to definitize all over and above work.

(f) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZone SMALL BUSINESS CONCERNS
(OCT 2014)
(IAW FAR 19.1309(b))

(c) *Waiver of evaluation preference.*

___ Offeror elects to waive the evaluation preference.

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
(IAW FAR 19.708(a))

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN -- ALTERNATE II (OCT 2001)
(IAW FAR 19.708(b)(1))

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) (AUG 2013)
(IAW DARS Tracking # 2013-00014)

(2) SSR.

(i) Reports submitted under individual contract plans—
[DFARS Deviation language:]

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
(IAW FAR 19.708(b)(2))

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016)
(IAW FAR 22.1505(b))

52.222-20 CONTRACTS FOR MATERIALS, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014)
(IAW FAR 22.610)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
(IAW FAR 22.810(a)(1))

52.222-26 EQUAL OPPORTUNITY (APR 2015)
(IAW FAR 22.810(e))

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
(IAW FAR 22.1310(a)(1), DFARS 22.1310(a)(1))

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

- 52.222-36** **EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES** (JUL 2014)
(IAW FAR 22.1408(a))
- (a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.
- 52.222-37** **EMPLOYMENT REPORTS ON VETERANS** (FEB 2016)
(IAW FAR 22.1310(b))
- 52.222-40** **NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT** (DEC 2010)
(IAW FAR 22.1605)
- 52.222-50** **COMBATING TRAFFICKING IN PERSONS** (MAR 2015)
(IAW FAR 22.1705(a)(1))
- 52.223-6** **DRUG-FREE WORKPLACE** (MAY 2001)
(IAW FAR 23.505)
- 52.223-18** **ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING** (AUG 2011)
(IAW FAR 23.1105)
- 252.223-7008** **PROHIBITION OF HEXAVALENT CHROMIUM** (JUN 2013)
(IAW DFARS 223.7306, DFARS 212.301(f)(xxi))
- 52.225-13** **RESTRICTIONS ON CERTAIN FOREIGN PURCHASES** (JUN 2008)
(IAW FAR 25.1103(a))
- 252.225-7012** **PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES** (FEB 2013)
(IAW DFARS 225.7002-3(a), DFARS 212.301(f)(xxvii))
- 252.225-7048** **EXPORT-CONTROLLED ITEMS** (JUN 2013)
(IAW DFARS 225.7901-4)
- 252.226-7001** **UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND
NATIVE HAWAIIAN SMALL BUSINESS CONCERNS** (SEP 2004)
(IAW DFARS 226.104)
- 52.227-1** **AUTHORIZATION AND CONSENT** (DEC 2007)
(IAW FAR 27.201-2(a)(1))
- 52.227-2** **NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT** (DEC 2007)
(IAW FAR 27.201-2(b))
- 52.232-17** **INTEREST** (MAY 2014)
(IAW FAR 32.611(a), FAR 32.611(b))
- 52.232-23** **ASSIGNMENT OF CLAIMS** (MAY 2014)
(IAW FAR 32.806(a)(1))

52.232-25 PROMPT PAYMENT (JUL 2013)
(IAW FAR 32.908(c))

(a) *Invoice payments*—

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the **** day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
(IAW FAR 32.706-3)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
(IAW FAR 32.009-2)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)
(IAW DFARS 232.7004)

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

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) “Receiving report” means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer’s determination with each request for payment;

(2) DoD makes a payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

252.232-7010	LEVIES ON CONTRACT PAYMENTS (DEC 2006) (IAW DFARS 232.7102)
52.233-1	DISPUTES (MAY 2014) (IAW FAR 33.215)
52.233-3	PROTEST AFTER AWARD (AUG 1996) (IAW FAR 33.106(b))
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) (IAW FAR 33.215(b))
52.242-13	BANKRUPTCY (JUL 1995) (IAW FAR 42.903)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) (IAW DFARS 243.205-71)
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996) (IAW FAR 44.204(c))
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016) (IAW FAR 44.403)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013) (IAW DFARS 244.403)
52.245-1	Government Property (Apr 2012)
52.245-9	Government Property Installation Operation Services (Apr 2012)
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 (MAR 2015)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC (APR 2014) (IAW DFARS 247.574(b))
52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (IAW FAR 52.107(b))

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. **Also, the full text of a clause may be accessed electronically at this/these address(es):**

Regulations URLs: (Click on the appropriate regulation.)

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/far1toc.htm>

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfartoc.htm>

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/affar1toc.htm

NOTE: After selecting the appropriate regulation above, at the "Table of Contents" page, conduct a search for the desired regulation reference using your browser's **FIND** function. When located, click on the **regulation reference** (hyperlink).

52.253-1

COMPUTER GENERATED FORMS (JAN 1991)
(IAW FAR 53.111)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS OR RESPONDENTS

252.203-7005 **REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS** (NOV 2011)
(IAW DFARS 203.171-4(b), DFARS 212.301(f)(iv))

252.203-7996 **PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL**
CONFIDENTIALITY AGREEMENTS--REPRESENTATION (DEVIATION 2016-O0003) (OCT 2015)
(IAW DARS Tracking # 2016-O0003)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

52.204-8 **ANNUAL REPRESENTATIONS AND CERTIFICATIONS** (APR 2016)
(IAW FAR 4.1202(a))

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **336612**.

(2) The small business size standard is **1000**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, II, and III) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$77,533 or more but its less than \$100,000, the provision with its Alternate III applies.
- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transaction Relating to Iran—Representation and Certifications. This provision applies to all solicitations.
- (xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(see note) (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Certification.). **(Note: If this clause is applicable it will be listed in the appropriate clause section of this document.)**

___ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(see note) (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only). **(Note: If this clause and it's Alternate I are applicable they will be listed in the appropriate clause section of this document.)**

(vii) 52.227-6, Royalty Information.

___(A) Basic.

___(B) Alternate I.

___(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

52.204-20 PREDECESSOR OF OFFEROR (APR 2016)
(IAW FAR 4.1804(d))

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

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

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____.

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

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)
(IAW DFARS 204.1202)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d) (1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government--Representation. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

- (v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities—Representation. Applies to solicitations for the acquisition of commercial satellite services.
- (vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.
- (viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.
- (ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer; **[Contracting Officer check as appropriate.]**

- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- (ii) 252.225-7000, Buy American —Balance of Payments Program Certificate.
- (iii) 252.225-7020, Trade Agreements Certificate.
- Use with Alternate I
- (iv) 252.225-7031, Secondary Arab Boycott of Israel.
- (v) 252.225-7035, Buy American —Free Trade Agreements—Balance of Payments Program Certificate.
- Use with Alternate I.
- Use with Alternate II.
- Use with Alternate III.
- Use with Alternate IV.
- Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8© and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision#	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

52.207-4

ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)
(IAW FAR 7.203)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>QUOTATION</u>	<u>PRICE TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and re-solicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
(IAW FAR 9.104-7(b))

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror **has** **does not have** current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—

- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)
(IAW FAR 9.104-7(d))

- (b) The Offeror represents that—
- (1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - (2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

THE FOLLOWING IS FILL-IN DATA FOR PROVISION 52.204-8 PARA (c)(2)(ii):

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (Mar 2011)

(b) *Listed End Products.*

Listed End Product

Listed Countries of Origin

(c) *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

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

52.225-18 PLACE OF MANUFACTURE (MAR 2015)
(IAW FAR 25.1101(f))

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;

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

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) **In the United States** (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) **Outside the United States.**

52.225-25 **PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (OCT 2015)**
(IAW FAR 25.1103(e))

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

NAVSUPWSSLA24 **SUBMISSION OF OFFERS for LOWEST PRICED, TECHNICALLY ACCEPTABLE OFFERS (Oct 2001)**

Offers, submitted by the time and date set for receipt of initial proposals, consist of, and must include the following:

1. Standard Form 33 “Solicitation, Offer, and Award” with Blocks 14 through 18 completed by the offeror,
2. RFP Section B “Schedule of Supplies” completed by the offeror, and
3. RFP Section K “Representations, Certifications and Other Statements to Offertory” completed by the offeror.
4. Latest BOA status report to evaluate current workload and company’s capacity which will be part of the technical evaluation.

The completion and submission of the above items will constitute the offeror’s initial proposal and will indicate the offeror’s unconditional assent to the terms and conditions of this RFP and any attachments hereto.

Alternate proposals are not authorized.

The Government intends to award a contract without discussions, but reserves the right to conduct discussions if the contracting officer later determines them to be necessary. Since offers that take exception or object to terms of this solicitation may be rendered technically unacceptable, offerors are cautioned to address solicitation exceptions, objections, or questions to the contracting officer prior to the time set for receipt of initial proposals.

52.204-7 **SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**
(IAW FAR 4.1105(a)(1))

52.204-16 **COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)**
(IAW FAR 4.1804(a), FAR 12.301(d))

252.204-7004 **ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)**
(IAW DFARS 204.1105)

252.204-7008 **COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015)**
(IAW DFARS 204.7304(a))

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
(IAW FAR 15.209(a))

52.215-5 FACSIMILE PROPOSALS (OCT 1997)
(IAW FAR 15.209(e))

(c) The telephone number of receiving facsimile equipment is: (**717**) **605**-4236

Make:
Model Number:
Receiving Speed:
Communications Protocol

252.215-7008 ONLY ONE OFFER (OCT 2013)
(IAW DFARS 215.408(4), DFARS 212.301(f)(xviii))

(c) If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

- (1) Profit rate or fee (as applicable).
- (2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).
- (3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [*U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification*].

52.216-1 TYPE OF CONTRACT (APR 1984)
(IAW FAR 16.105)

The Government contemplates award of a **firm fixed price** contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (SEP 2006)
(IAW FAR 33.106(a))

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **(See page 1 Issuing Office)**.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)
(IAW FAR 52.107(a))

This solicitation incorporated one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The full text of a clause may be accessed electronically at this/these address(es): Regulations URLs: (Click on the appropriate regulation.)

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/far1toc.htm>

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfar1toc.htm>

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/affar1toc.htm

NOTE: After selecting the appropriate regulation above, at the "Table of Contents" page conduct a search for the desired regulation reference, using your browser's **FIND** function. When located, click on the **regulation reference** (hyperlink).

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M
EVALUATION FACTORS FOR AWARD

NAVSUPWSSMA06 EVALUATION FOR AWARD (LOWEST PRICED TECHNICALLY ACCEPTABLE) (OCT 2001)

Award will be made to the responsible offeror submitting the lowest priced, technically acceptable offer. A technically acceptable offer is one in which the offeror complies with the instructions contained in Section L of the solicitation and does not take exception, nor object, to any of the terms of this solicitation. Offers that are not technically acceptable will not be considered for award.