

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER N0038315RCPZ210		PAGE 1 OF 4	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00383-15-R-0036	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME IRENA CEPELE		b. TELEPHONE NUMBER (No collect calls) (215) 697-5266		6. SOLICITATION ISSUE DATE 18 Aug 2015 8. OFFER DUE DATE/ LOCAL TIME 18 Sep 2015 at 2:00 PM EST	
9. ISSUED BY CODE N00383 NAVSUP Weapon Systems Support-Philadelphia ATTN: IRENA CEPELE, Code N762.11 Phone: 215-697-5266, FAX: 215-697-0189 Email: irena.cepele@navy.mil 700 Robbins Avenue Philadelphia, PA 19111-5098				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL NAICS:334511 BUSINESS SIZE STANDARD: 750 <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> 8(A) VERTERAN-OWNED SMALL BUSINESS			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>		13b. RATING DO - A70	
15. DELIVER TO CODE AS SPECIFIED ON INDIVIDUAL REQUISITION		16. ADMINISTERED BY CODE		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/ CODE OFFEROR		FACILITY		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO				18b. SUMMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE ATTACHED SCHEDULE						
							<i>(Use Reverse and/or Attach Additional Sheet as Necessary)</i>
25. ACCOUNTING AND APPROPRIATION DATA AA:						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	TEARDOWN, EVALUATE, REPAIR AND/OR MODIFY NSN 7R 1680 016451994 RQ21A BLACKJACK FUSELAGE MODULE PART NR: 530-000278-002				
0001AA	AA TP: 3 SHIP TO: DODAAC: V09114 MARINE AVIATION LOGISTICS SQ 14 AVIATION SUPPLY OFFICER MALS 14 BLDG 1016 MCAS CHERRY POINT NC 28533-6010 RQN: N0038315RCPZ2011 M/F: "A" CONDITION STOCK MALS-14 SMD OIC, RQ-21A Blackjack PACAKAGING IS IN ACCORDANCE WITH MIL-STD-2073 (SEE ATTACHMENT A) INSPECTION AT ORIGIN ACCEPTANCE AT ORIGIN SOLICITATION NOTES: This is a request for quote for the repair of 7EA, NIIN 016451994. If a firm fixed pricing cannot be determined, inform the PCO so that an estimated order can be placed. These items require Government Source Approval prior to award. If you are not an approved source, you must submit, together with your proposal, the information detailed in the NAVSUP WSS Source Approval Brochure which can be obtained at http://www.navsup.navy.mil/navsup/ourteam/navsupwss/business_opps under "Commodities." Offers received which fail to provide all data required by the source approval brochure will not be considered for award under this solicitation. Please note, if evaluation of a source approval request submitted hereunder cannot be processed in time and/or approval requirements preclude the ability to obtain subject items in time to meet Government requirements, award of requirement may be continued based on Fleet support needs. POC FAX: (215) 697-0189 POC EMAIL: IRENA.CEPELE@NAVY.MIL	7	EA	TBD	TBD

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

NAVSUPWSSBA09
IMPORTANT NOTICE REGARDING HAZARDOUS MATERIAL (OCT 2006)

FAR clause 52.223-3, Hazardous Material Identification and Material Safety Data, is incorporated by reference in Section I in this solicitation and requires offerors to--
(1) identify and hazardous material (defined in FED STD 313 as an item or chemical which is a "health or physical hazard" per OSHA in 29 CFR 1910.1200) that will be delivered under a resultant contract, and
(2) provide a Material Safety Data Sheet meeting OSHA/FED STD 313 requirements for all hazardous material identified.

While not an all-inclusive listing of hazardous material, at a minimum, any item with a four-digit Federal Supply Code (FSC), which correlates to the first four positions of the National Stock Number (NSN), of 6810, 6820, 6830, 6840, 6850, 7930, 8010, 8030, 8040, 9110, 9135, 9140, 9150, or 9160 is considered hazardous material and requires submission of a Material Safety Data Sheet or an appropriate representation that there is no hazardous material contained in the item.

Failure to provide the required information and documentation may render you ineligible for award. If you have questions about whether a solicited item is classified as hazardous, contact the NAVSUP WSS HAZMAT point of contact, NAVSUPWSS Code 0772, at (717) 605-1361.

PART I - THE SCHEDULE
SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

(a) Definition.

"SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:
(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard:

.211-7005 (CONT)
 INSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)

ected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the citation, the prospective offeror:

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to the submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

PART I - THE SCHEDULE
 SECTION D
 PACKAGING AND MARKING

.211-7003
 UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier-data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification defined within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at: http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html

"Enterprise unique identification" means a system of marking items delivered to DoD with unique item identifiers that are machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency. "Government's unit acquisition cost" means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

252.211-7003 (CONT)
ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/ Commercial and Government Entity (CAGE) Code or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at:
http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

.211-7003 (CONT)
UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more except for the following line items:
Contract Line, Subline, or Exhibit Line Item Number Item Description

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in Schedule or the following table: Contract Line, Subline, or Exhibit Line Item Number Item Description
< >
< >
< >
< >

Items with a unit acquisition cost greater than \$5,000 that are identified in the Schedule or the following table:
Contract Line, Subline, or Exhibit Line Item Number Item Description

< >
< >
< >
< >

Items that are identified in the Schedule, insert "See Schedule" in this table.)
Items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as identified in Attachment Number < >

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number < >.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated for any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that --

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International standard 15418, Information Technology - EAN/UCC Application Identifiers and Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and.

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture via.

(5) Unique item identifier.

(i) The Contractor shall determine whether to-

- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent; (e.g. Vehicle Identification Number);

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version:

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

252.211-7003 (CONT)
ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i)(ii) or (iv) of this clause, or when item unique identification is provided under paragraph (c)(1)(v) in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause, or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph of this clause that contains the embedded subassembly, component, or part.
 - (2) Unique item identifier of the embedded subassembly, component, or part.
 - (3) Unique item identifier type.**
 - (4) Issuing agency code (if concatenated unique item identifier is used).**
 - (5) Enterprise identifier (if concatenated unique item identifier is used).**
 - (6) Original part number.** (if there is serialization within the original part number).**
 - (7) Lot or batch number. (if there is serialization within the lot or batch number).**
 - (8) Current part number (optional and only if not the same as the original part number).**
 - (9) Current part number effective date (optional and only if current part number is used).**
 - (10) Serial number (if concatenated unique item identifier is used).**
 - (11) Description.
- ** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

- (1) End items shall be reported using the receiving report capability in Wide Area Work Flow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using <http://dodprocurementtoolbox.com/site/uidregistry/>.
- (2) Embedded items shall be reported by one of the following methods-
 - (i) Use of the embedded items capability in WAWF;
 - (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
 - (iii) Via WAWF as a deliverable attachment for exhibit line item number < > , Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g) in the applicable subcontract(s) including subcontracts for commercial items.

252.211-7006
PASSIVE RADIO FREQUENCY IDENTIFICATION (SEP 2011)

This clause is incorporated by reference with the same force and effect as if it were given in full text. The clause is applicable to individual cases and palletized unit loads for the shipment of items in the supply classes and to the locations identified in DFARS 211.275-2.

252.246-7007
CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (MAY 2014)

NAVSUPWSSDA06
ITEM MARKING REQUIREMENTS (JUN 2006)

**SUPWSSDA06 (CONT)
MARKING REQUIREMENTS (JUN 2006)**

Marking requirements and methods for identification of items of Military Property produced, stocked, stored, and used by or for the Department of Defense shall be in accordance with MIL-STD-130, REV M.

**SUPWSSDA07
PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 2014)**

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

RESERVATION 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) (see J-Ia) 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" 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, MIL-PRF-22191. These items can be identified by the following packaging field values: PM = "31", "32", "41", "42", "43", "44", "45", "51", "52", "53", "54", "55", "AW", "BD", "DW", "GX"; or UC = "B2", "B3", "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 activity (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 other containers are shipping containers and do not require overpacking for shipment.

Continental Shipments (CONUS) Level B

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

air, FPO, APO	Level B
freight forwarder	Level B
surface	Level A

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-129P, 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**

NAVSUPWSSDA07 (CONT)
PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 2014)

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.dia.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 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 to 215-697-2424.

e. SPECIAL MATERIAL IDENTIFICATION COCODE (SMIC) FOR NAVSUP WSS MECHANICSB URG 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 shipping (size permitting)	RED	Unit, intermediate and shipping
C1*	LEVEL 1 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

SUPWSSDAO7 (CONT)
SERVATION, PACKAGING, PACKING AND MARKING (JUL 2014)

Unit: 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, pallets, 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 and 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.

NAVY SHELF LIFE PROGRAM

Shelf-life requirements are listed under the item description in a 3-digit alpha/numeric code. Position (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 and three (3) combined form the Navy-unique shelf-life action codes used by storage activities, and do not use any requirements on the contractor. The contractor shall use the applicable shelf-life paragraphs and table in IAW 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 met when received by the first government activity.

REUSABLE NSN CONTAINERS

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, MECHANISBURG SITE, MARITIME REQUIREMENTS: Reusable NSN containers for MARITIME (designated by a Cognizant Code of "7E", "7G" and "7H") shall be provided as GOVERNMENT-FURNISHED MATERIAL (CFM). Container sources 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 Cognizant Code of "6K" or "OR") shall be provided as GOVERNMENT-FURNISHED MATERIAL (GFM). Fast Pack containers WILL NOT be provided as GFM are not provided by NAVICP. To obtain GFM reusable containers, the contractor must first obtain a Request Form either from <https://tarp.navsisa.navy.mil/container> or by contacting 215-697-5842, then fax the Request Form to 215-897-1405/3850 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.
In no circumstances will the unavailability of reusable containers 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 NSN	Container Part Number (80132)	Alternate Packaging Code IAW MIL-STD-2073-1E
260-9548	P069-2	GX1000LTBEC
260-9556	P069-1	(QUP = 001)
260-9559	P069-3	(ICQ = 00)
260-9562	P069-4	
212-4088	P069-6	
214-0440	P069-5	
164-4073	P069-7	
262-2982	15450-100	DW100K3GHFED
262-2983	15450-200	(QUP = 001)
262-2984	15450-300	(ICQ + 001)
262-2985	15450-400	
262-2986	15450-500	
262-2987	15450-600	
262-2988	15450-700	DW100K3GHFDR
		(QUP = 001)
		(ICQ = 000)

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

**NAVSUPWSSDAO7 (CONT)
PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 2014)**

8. REUSABLE NSN CONTAINERS FOR FOREIGN MILITARY SALES (FMS), JPO, AND 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 Support 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**

**NAVSUPWSSEA03
HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**

(a) In accordance with FAR Clause 52.246-11, the contractor shall comply with one of the following Quality Management Systems listed below by checking the appropriate block or propose an equivalent system by checking the "Other" block:

- < > ISO 9001 Quality Management Systems - Requirements
- < > SAE AS9100 Quality Management Systems - Aerospace Requirements
- < > OTHER (Specify) < >

NOTE: When the "OTHER" block is selected, please identify the industry, military, or international Quality Management System that you intend to use. Your proposed system will be reviewed and assessed for suitability and equivalency.

(b) Measuring and Test Equipment - The contractor shall comply with one of the following Calibration Standards listed below by checking the appropriate block or propose an equivalent standard by checking the "Other" block:

- < > NCSL Z540.3 Requirements for Calibration of Measuring and Test Equipment
- < > ISO 10012 Requirements for Measurement Processes and Measuring Equipment
- < > OTHER (Specify) < >

NOTE: When the "OTHER" block is selected, please identify the industry, military, or international Calibration Standard that you intend to use. Your proposed standard will be reviewed and assessed for suitability and equivalency.

(c) The contractor shall use and be compliant with the revision of the applicable Quality Management System and Calibration Standard in effect at time of the offeror's latest proposal submission.

**NAVSUPWSSEA10
HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT- MIL-I/MIL-Q (OCT 2008)**

(a) In accordance with FAR 52.246-11, the contractor shall comply with <MIL-I-45208> (buyer insert MIL-I-45208 or MIL-Q-9858) Quality System, or for purposes of this solicitation and resultant contract, the following documents are considered optional and equivalent and the Offeror may choose one of the options below by checking the appropriate block:

- () ISO 9001 - Quality System-Model for Quality Assurance in Design, Development, Production, Installation and Servicing.
- () ASQC-Q9001 - Quality System- Model for Quality Assurance in Design, Development, Production, Installation and Servicing
- () SAE AS9100 - Quality System Aerospace - Model for Quality Assurance in Design, Development, Production, Installation and Servicing
- () OTHER (Specify) _____

NOTE: When the "OTHER" block is selected, please identify the commercial, military, international or industry quality/inspection system that you intend to use. Your proposed system will be reviewed and assessed for suitability and equivalency.

(b) The contractor shall use and be compliant with the revision of the applicable quality standard in effect at time of the offeror's latest proposal submission.

(c) Measuring and Test Equipment - The contractor shall use a calibration system that meets the requirements of MIL-STD-45662A, ANSI/NCSL-Z540.3-2006, or ISO 10012-1. Contractor use of a calibration system other than one specified herein will require Navy review and concurrence.

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

247-29

B. ORIGIN (FEB 2006)**SUPWSSFA16**

DISTRIBUTION ORDER/READY FOR ISSUE - NAVSUPWSS TRANSPORTATION (FOB ORIGIN)(SE 013)

For Commercial Asset Visibility (CAV) Reporters:

Reporting is required under this purchase order/contract. Refer to your Basic Ordering Agreement, Long Term Contract or CAV website (https://applications.nmci.navy.mil/cavweb/Documentation/CAVInfo/NAVSUP_CAV_SOW.pdf) for CAV Reporting requirements contained in the CAV Statement of Work (SOW). Additional CAV information can be found in clause NAVSUPWSSFA09 (for instructions on the RDO/RFI process) and clause NAVSUPWSSFA22 (for instructions on the Act Ship process) regardless of whether you are a Mechanicsburg or Philadelphia CAV Reporter.

For Non-CAV Reporters:

A. NAVSUP WSS has contracted sole responsibility for transportation of reparable assets to the Navy's transportation organization, Advanced Traceability and Control (ATAC). ATAC is responsible for delivery and pickup of government owned assets going to and from the repair facility. ATAC will send a subcontracted transporter (e.g. Federal Express, Pilot) to the repair facility to pick up material as specified herein.

B. Assets to be delivered to your facility for repair in accordance with the contract will include any Depot and Repairable (DLR) in any condition. Upon receipt of material, compare the quantity of units and the NIIN of each item inside the container to the quantity and NIIN on the DD Form 1348-1A document that accompanies the material. There may be multiple DD Form 1348-1A documents with the material. The appropriate DD Form 1348-1A to use for comparison is the one that reflects the material being shipped to the repair facility. Any discrepancies in quantity or NIIN must be reported by submitting a Report of Discrepancy (ROD) Form SF-364 to NAVSUP WSS Code 01423 (for contracts that begin with N00104) and NAVSUP WSS Code 015131 (for contracts that begin with N00383). To access an electronically fillable copy of the SF364 go to <http://www.gsa.gov/portal/forms/type/TOP>. Input "SF364" in the "Add a Form" box, click on the "Search" button, click on the form name "Report of Discrepancy (ROD)", then click on "364.pdf - PDF Version" to display the form.

C. Assets to be picked up from the repair facility will include material in any of the following conditions:

1. "A" Condition - Units that have been repaired and are ready for Issue (RFI).
2. "F" Condition - Units that are NOT authorized for repair - Not Ready.
3. "H" Condition - Units that are either Beyond Repair (BR) or Beyond Economical Repair or are not authorized for repair - Not Ready for Issue (BER)
4. "J" Condition - Units that have been misidentified or misdirected to the repair facility.

D. Upon completion of the repair of each unit, the repair facility shall:

1. Contact the Government Quality Assurance Representative (QAR) to schedule an on-site visit date for inspection and acceptance of the material, including, if required, signature or Wide Area Workflow (WAWF) authorization of the DD250 Receiving Report which is required for payment purposes.
2. Contact the ATAC Dispatcher at 1-877-846-8728 and provide the information below. The ATAC database will use as much of this information, but the repair facility will be asked to verify the following data:
 - a. CAGE or UIC (e.g. 12345 or Q01234)
 - b. National Stock Number (e.g. 01-123-4567)
 - c. Quantity (e.g. 10 each)
 - d. Pieces (number of boxes)
 - e. Receipt Document Number (e.g. N003835001XD01 or N001045001XK01)
 - f. Nomenclature
 - g. Date contractor started repair of the unit
 - h. Condition Code of material (e.g. A, F, H or J)
 - i. Pick-up Address
 - j. Destination Unit Identification Code (UIC)(e.g. SW3117)
 - k. Destination Address
 - l. Contract Number or Purchase Order Number (e.g., N0038309GA001 or N0010409PDG71)
 - m. Delivery Order Number for BOA or LTC contracts arrangements (e.g 0001 or 7001; not applicable for BOA or non-LTC purchase orders or contracts)
 - n. Contract Line Item Number (e.g. 0001AA)
 - o. Serial Number of the Unit
 - p. Hazardous Material (Yes or No)
 - q. Priority (e.b. Routine or Urgent requiring immediate pick up)
 - r. Available Pick-up Date (date material can be picked up after QAR inspection)
 - s. Weight

NAVSUPWSSFA16 (CONT)
 REDISTRIBUTION ORDER/READY FOR ISSUE - NAVSUPWSS TRANSPORTATION (FOB ORIGIN)(SE
 P 2013)

- t. Cube
- u. Dimensions

Upon receipt of this information, the ATAC Dispatcher will provide instructions for obtaining a DD Form 1348-1A for shipping purposes. A MILSTRIP Document number will be assigned to each individual unit and will appear on the DD 1348-1A. The serial number of the unit will be referenced in Block 27 "Additional Data" in the DD1348-1A to identify for the repair facility which the MILSTRIP document number belongs to each unit.

E. Preparation for ATAC pickup:

1. Two copies of the DD Form 1348-1A should be affixed to the outside of the shipment container and one copy should be placed inside the container. Units ready for shipment must be either single packed or packed in multiple quantities of the same NIIN to the same destination. Different NIINs shall NOT be packaged together. DO NOT INCLUDE A COPY OF THE DD FORM 250 WITH THE MATERIAL TO BE SHIPPED.

2. All material shall be placed in a waiting area designated solely for ATAC transportation carrier pickups.

3. Assets which are CLASSIFIED or SECURITY CODED are excluded from the ATAC process and will continue to be shipped under the current method with the issuer scheduling the transportation.

4. Urgent shipments that require immediate pickup after hours or over the weekend when the ATAC dispatching office is closed may be shipped via non-ATAC means with the issuer scheduling the transportation. The repair facility shall notify the ATAC Dispatcher no later than the next business day of any items that were shipped in this manner.

5. Any material determined Beyond Repair (BR) or Beyond Economical Repair (BER) for which Government authorization has been received for local dispose of locally must also be reported to the ATAC Dispatcher.

F. MATERIAL RETURNS:

1. "A" CONDITION MATERIAL: The address for Ready For Issue (RFI) material will be in the purchase order/contract or delivery order/modification. If the unit is to be shipped directly to an end user/requisitioner, the repair facility must contact the DCMA Transportation Office for the specific address.

2. "F" CONDITION MATERIAL: Unless otherwise provided for in the purchase order, contract, delivery order or modification, the repair facility shall contact the appropriate NAVICP Planner (formerly known as the Item Manager) and the Procuring Contracting Officer (PCO) for status on units received without authorization for repair within 90 days (Not Ready for Issue - "F" Condition). If it is determined that the material is to be returned to the Government, the units shall be shipped as follows to the location that lies within the closest physical proximity to the facility from which the material is being shipped:

a. MARK FOR: NAVICP DIRECTED RETURN FOR 'F' CONDITION STOCK. DO NOT PROCESS THROUGH ATAC/HUB

b. Consignment Addresses are available electronically at:

<https://www.transactionservices.dla.mil/daasinq/default.asp>
 SW3117 - DD Norfolk, VA SW3205 - DD San Diego, CA

3. "H" CONDITION MATERIAL: The repair contractor shall obtain written concurrence from the DCMA QAR for all units determined to be Beyond (BR) or Beyond Economical Repair (BER). All such determinations, including the basis for the determination, the repair required, the proposed price to repair, and DCMA written concurrence, shall be provided by the contractor to the PCO. After receipt of the required documentation, the PCO shall provide the contractor to the PCO. After receipt of the required documentation, the PCO shall provide the contractor either disposition instructions or contractual authority for repair of the item. The contractor is NOT authorized to proceed with repair until notification to proceed is received from the PCO. Any disposal action ordered by the PCO shall be performed by the contractor in accordance with applicable regulations and DCMA disposal procedures and requirements. If it is determined that a unit should be retained by the Defense Distribution Depot (DDD) in lieu of disposal, the contractor shall prepare the unit for delivery to the following:

a. MARK FOR: NAVSUP WSS DIRECTED RETURN - H CONDITION STOCK. DO NOT PROCESS

THROUGH ATAC/HUB

b. Consignment Addresses are available electronically at:

<https://www.transactionservices.dla.mil/daasinq/default.asp>
 SW3117 - DD Norfolk, VA SW3205 - DD San Diego, CA

4. "J" CONDITION MATERIAL: Unless otherwise provided in the contract/purchase order, delivery order or modification, those units received without authorization for repair that are not manufactured or repaired by your facility ("J" condition), shall be shipped immediately as follows to the location that lies within the closest physical proximity to the facility from facility from which the material is being shipped.

a. MARK FOR: MISDIRECTED/MISIDENTIFIED MATERIAL. PROCESS AS CONTRACTOR
 RETURN AND RESCREEN FOR CORRECT DISPOSITION.

b. Consignment Addresses are available electronically at:

<https://www.transactionservices.dla.mil/daasinq/default.asp>
 N68620 - ATAC HUB, Norfolk, VA N46433 - ATAC HUB, San Diego

c. If after return, the same unit is again shipped to your facility, call 619-545-9707 or 619-545-8359 for hub shipments, and call the NAVSUP WSS Planner for all others.

PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

.232-7006
E AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) DEFINITIONS. As used in this clause-

Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

Document type" means the type of payment request or receiving report available for creation in Wide Area Work Flow (WAWF).

Local processing office (LPO)" is the office responsible for payment certification when payment certification is performed external to the entitlement system.

(b) ELECTRONIC INVOICING. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF ACCESS. To access WAWF, the Contractor shall-

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF TRAINING. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>

(e) Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

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

- (1) DOCUMENT TYPE. The Contractor shall use the following document type(s).
<INVOICE AND RECEIVING REPORT (COMBO) TYPE> (Contracting Officer: Insert applicable document type(s).)

Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, and "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.
<TBD> (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 populate 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:	<N00383>
Admin DoDAAC:	<TBD>
Inspect By DoDAAC:	<TBD>
Ship To Code:	<N48535>
Ship From Code:	<TBD>
Mark For Code:	< >
Service Approver (DoDAAC):	< >
Service Acceptor (DoDAAC):	<TBD>

252.232-7008 (CONT)
WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

- 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/acceptancelocations 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.

Shirley Young, Code 0252.07, at 717-605-1134 or via shirley.young@navy.mil

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

NAVSUPWSSGA01
CONTRACT ADMINISTRATION - REPAIR (OCT 2000)

1. Critical and major nonconformances, as defined in DFARS 246.407, will not be accepted without Procurement Contracting Officer (PCO) approval.

2. The Administrative Contracting Officer (ACO) shall determine and insure that:

(a) All units determined by the Contractor to be beyond economical repair (BER) shall bear a confirmation by the ACO and shall accompany the Contractor's evaluation and be sent to the NAVSUP WSS PROCURING CONTRACTING OFFICER (PCO). (See Buyer/Phone Number on page 1 block 6).

(b) A certification of acceptance initiated by the cognizant DCAS shall be packed with each unit processed under this order.

(c) The Contractor shall not incorporate any newly proposed modifications or changes into the items inducted under this order without prior approval of the NAVSUP WSS Procuring Contracting Officer (PCO).

(d) Each DD-Form 250 issued under this order shall bear the notation Commercially Serviced Material. Does not apply CAVS. A DD1348-1A is required for shipping under CAVS.

(e) One copy of the DD Form 250 issued under this order shall be forwarded to the NAVSUP WSS, ATTN: Code 014 and one copy of the DD Form 250 shall be forwarded to the NAVICP, ATTN: Code 033.

(f) The completed units shall be identified by adding a decal or suitable marking on each unit in an easily accessible location and shall contain the following information:

- (1) Contractor's Name, Federal Manufacture Code or Trademark.
- (2) Completion date of repair/work.
- (3) Order number.

PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS

NAVSUPWSSHA01LN
QUALITY ASSURANCE REPRESENTATIVE (QAR)

The contractor shall provide to the Quality Assurance Representative (QAR) the following documents which will be obtained by the QAR before signing for acceptance in WAWF DD250 Receiving Report: (The QAR will validate the contract number, delivery order number, CLIN, shipping location, National Stock Numbers, Condition Code, Serial number as applicable and quantities.)

For Dispatch (non-CAV) reporters, the contractor shall provide to the QAR as an attachment to the WAWF documentation and/or in print the ATAC Request Form (This is also required for assets determined BR or BER). The Contractor shall contact the ATAC Dispatcher to ship the asset(s) and report asset(s) BR or BER.

For CAV reporters, the contractor shall provide to the QAR as an attachment to the WAWF documentation and/or in print the CAV Material Movement Document (MMD) (This is also required for assets determined BR or BER).

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

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

204-7
TEM FOR AWARD MANAGEMENT (JUL 2013)

.225-7002
LIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2012)

222-26
AL OPPORTUNITY (MAR 2007)

checked, the alternate below applies:
(< >) Alternate I (Feb 1999). As prescribed in 22.810(22.810(e)), add the following as a preamble to the clause

ice: The following terms of this clause are waived for this contract
(Contracting Officer shall list terms).

.225-7016
TRITION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)

(a) Definitions. As used in this clause --
(1) "Bearing components" means the bearing element, retainer, inner race or outer race.
(2) "Component," other than a bearing component, means any item supplied to the Government as part of an end product or of another component.
(3) "End product" means supplies delivered under a line item of this contract.

(b) Except as provided in paragraph (c) of this clause --
(1) Each ball and roller bearing delivered under this contract shall be manufactured in the United States, outlying areas, or Canada; and
(2) For each ball or roller bearing, the cost of the bearing components manufactured in the United States, outlying areas, or Canada shall exceed 50 percent of the total cost of the bearing components of that ball or roller bearing.

(c) The restriction in paragraph (b) of this clause does not apply to ball or roller bearings that are acquired --
(1) Commercial components of a noncommercial end product; or
(2) Commercial or noncommercial components of a commercial component or a noncommercial end product.

(d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7009-4 of the Defense Federal Acquisition Regulation Supplement.

(e) If this contract includes DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, all bearings that contain specialty metals, as defined in the clause, must meet the requirements of that clause.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts, except those for --
(1) Commercial items; or
(2) Items that do not contain ball or roller bearings.

.225-7021
DE AGREEMENTS (OCT 2013)

245-1
VERNMENT PROPERTY (APR 2012)

ernate I (Apr 2012) applies to all contracts, except for those listed below:

1. Cost-reimbursement contracts
2. Time and Materials contracts
3. Labor-Hour contracts
4. Fixed-price contracts awarded on the basis of submission of certified cost or pricing data

**52.225-7011
RESTRICTION OF ACQUISITION OF SUPERCOMPUTERS (JUNE 2005)**

Supercomputers delivered under this contract shall be manufactured in the United States or its outlying areas.

**52.213-4
TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(DEC 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

- (1) The clauses listed below implement provisions of law or Executive order:
- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
 - (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
 - (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (iv) 52.222-50, Combating Trafficking in Persons (Feb 2008) (22 U.S.C. 7104(g)).
 - (v) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008)(E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
 - (vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws, 108-77 and 108-78)(19 U.S.C. 3805 note)
- (2) Listed below are additional clauses that apply:
- (i) 52.232-1, Payments (Apr 1984).
 - (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
 - (iii) 52.232-11, Extras (Apr 1984).
 - (iv) 52.232-25, Prompt Payment (Jul 2013).
 - (v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).
 - (vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
 - (vii) 52.233-1, Disputes (May 2014).
 - (viii) 52.244-6, Subcontracts for Commercial Items (Oct 2014).
 - (ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

- (1) The clauses listed below implement provisions of law or Executive order:
- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note)(Applies to contracts valued at \$25,000 or more).
 - (ii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).(Applies to contracts for supplies exceeding the micro-purchase threshold.)
 - (iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (May 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
 - (iv) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
 - (v) 52.222-36, Equal Employment for Workers with Disabilities (Jul 2014)(29 U.S.C. 793)(Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
 - (vi) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
 - (vii) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.
 - (viii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011)(E.O. 13423)(Applies to services performed on Federal facilities).
 - (ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be-
 - (A) Delivered;
 - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
 - (C) Furnished by the Contractor for use by the Government; or
 - (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)
 - (x) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition-
 - (A) Is set aside for small business concerns; or
 - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
 - (xi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

213-4 (CONT)
MS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
C 2014)

(xii) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xiii) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of information.)

(xiv) 52.247-64 Preference for Privately Owned U.S.--Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(Executive Order 13658)(Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia).

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspend, or Proposed for Debarment (Aug 2013) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). 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 shall make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Clauses (GSA website): <http://www.acquisition.gov/far/index.html>

RFQ Clauses (DPAP website): <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

& DFARS (Hill AFB website): <http://farsite.hill.af.mil>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. The Government must exercise its acceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, in whole or in part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of a default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurance of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**52.213-4 (CONT)
TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(DEC 2014)**

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract

**252.225-7036
BUY AMERICAN --FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM (DEC 2012)**

The basic clause at 252.225-7036 applies when the estimated value equals or exceeds \$79,507.
The clause with its Alternate I (JUN 2012) applies when the estimated value equals or exceeds \$25,000 but is less than \$79,507.

**52.216-2
ECONOMIC PRICE ADJUSTMENT--STANDARD SUPPLIES (JAN 1997)**

(a) The Contractor warrants that the unit price stated in the Schedule for _____ (offeror insert Schedule line item number) is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that--

- (1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and
- (2) Is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

- (1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.
- (2) The increase contract unit price shall be effective--
 - (i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or
 - (ii) If the written request is received later, on the date the Contracting Officer receives the request.
- (3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.
- (4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.
- (5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, and undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

**252.232-7003
ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)**

**52.222-35
EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)**

If checked, the alternate below applies:

(< >) Alternate I (Jul 2014) As prescribed in 22.1310(a)(2), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract:List term(s).

< >

222-35 (CONT)
 WARRANTY OF SUPPLIES FOR VETERANS (JUL 2014)

222-7010
 WARRANTY OF SUPPLIES ON CONTRACT PAYMENTS (DEC 2006)

246-17
 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)

(a) Definitions. As used in this clause—
 "acceptance," means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"supplies," means the end item furnished by the Contractor and related services required under the contract. The term does not include "data".

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for <12 MONTHS> the Contracting Office shall state specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period ; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time —

(i) All supplies furnished under this contract will be free from defects in material or workmanship and shall conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within <60 DAYS AFTER DISCOVERY OF DEFECT> (Contracting Officer shall insert specific period of time; e.g., "45 days of the last delivery under this contract," or "45 days after discovery of the defect")

(2) Within a reasonable time after the notice, the Contracting Officer may either —

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)

(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. Contracting Officer —

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies retained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection results.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within

**52.246-17 (CONT)
WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)**

the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)

(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor --

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

Alternate I (Reserved)

(< >) Alternate II (Apr 1984). If it is desirable to specify that necessary transportation incident to correction or replacement will be at the Government's expense (as might be the case if, for example, the cost of a warranty would otherwise be prohibitive), substitute a paragraph substantially the same as the following paragraph (b)(2) for paragraph (b)(2) of the basic clause:

(2) If correction or replacement is required and transportation of supplies in connection with correction or replacement is necessary, transportation charges and responsibility for the supplies while in transit shall be borne by the Government.

(< >) Alternate III (Apr 1984). If the supplies cannot be obtained from another source, substitute a paragraph substantially the same as the following paragraph (c)(4) for paragraph (c)(4) of the basic clause:

(4) If the Contractor does not agree as to responsibility to correct or replace the supplies delivered, the Contractor shall nevertheless proceed in accordance with the written request issued by the Contracting Officer under paragraph (c)(2) of this clause to correct or replace the defective or nonconforming supplies. In the event it is later determined that the supplies were not defective or nonconforming within the terms and conditions of this clause, the contract price will be equitably adjusted.

(< >) Alternate IV (Apr 1984). If a fixed-price incentive contract is contemplated, add a paragraph substantially the same as the following paragraph (c)(6) to the basic clause:

(6) All costs incurred or estimated to be incurred by the Contractor in complying with this clause shall be considered when negotiating the total final price under the Incentive Price Revision clause of this contract. After establishment of the total final price, Contractor compliance with this clause shall be at no increase in the total final price. Any equitable adjustment made under paragraph (c)(2) of this clause shall be governed by the paragraph entitled "Equitable Adjustments Under Other Clauses" in the Incentive Price Revision clause of this contract.

(< >) Alternate V (Apr 1984). If it is anticipated that recovery of the warranted item will involve considerable Government expense for disassembly and/or reassembly of larger items, add a paragraph substantially the same as the following paragraph (c)(6) to the basic clause. Redesignate the additional paragraph as "(c)(7)" if Alternate IV is also being used.

(6) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

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

(a) Definitions. As used in this clause--
"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business

219-28 (CONT)
 IT-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

er the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "dominant in its field of operation" when it does not exercise a controlling or major influence on a national business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (f) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option

hereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at: <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, on a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframe specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(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 representation and submit it to the contracting office, along with the contract number and the date on which the representation 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 person's name and title)

2.203-7000

REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. "Covered DoD official," as used in this clause, means an individual that-

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served-

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, program contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in

**252.203-7000 (CONT)
REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)**

excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

**252.225-7048
EXPORT CONTROLLED ITEMS (JUNE 2013)****52.233-4
APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)****252.245-7001
TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)**

(a) Definitions. As used in this clause-

"Government-furnished property" is defined in the clause at FAR 52.245-1, Government Property.

"Serially-managed item" means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

(b) The Contractor shall tag, label, or mark Government-furnished property items identified in the contract as subject to serialized item management (serially-managed items).

(c) The Contractor is not required to tag, label, or mark Government-furnished property previously tagged, labeled, or marked.

**52.204-10
REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)**

(a) Definitions. As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Months of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

204-10 (CONT)

AWARDING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$100,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor report information on subcontract awards. The law requires all reported information be made public, therefore, Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if-

(i) In the Contractor's preceding fiscal year, the Contractor received

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(2) First-tier subcontracts information. Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier contract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsr.gov> for that first tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the contractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the contract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for its preceding completed fiscal year at <http://www.fsr.gov>, if-

(i) In the subcontractor's preceding fiscal year, the subcontractor received-

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

**52.204-10 (CONT)
REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)**

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for the subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS database. If FPDS information is incorrect, the contractor shall notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

**52.222-36
EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**

If checked, the alternate below applies:

(< >) Alternate I (JUL 2014). As prescribed in 22.1408(b), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract:
< > (List term(s)).

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

(a) Definitions. As used in this clause-

"Government property" is defined in the clause at FAR 52.245-1, Government Property.

"Loss of Government property" means unintended, unforeseen, or accidental loss, damage, or destruction of Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to-

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

"Unit acquisition cost" means-

- (1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and
- (2) For Contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied, generally acceptable accounting principles.

(b) Reporting loss of Government property.

(1) The Contractor shall use the Defense Contract Management Agency (DCMA) eTools software application for reporting loss of Government property. Reporting value shall be at unit acquisition cost. The eTools "LTDD of Government Property" toolset can be accessed from the DCMA home page External Web Access Management application at <http://www.dcmsa.mil/aboutetools.cfm>.

(2) Unless otherwise provided for in this contract, the requirements of paragraph (b)(1) of this clause do not apply to normal and reasonable inventory adjustments, i.e., losses of low-risk consumable material such as common hardware, as agreed to by the Contractor and the Government Property Administrator. Such losses are typically a product of normal process variation. The Contractor shall ensure that its property management system provides adequate management control measures, e.g., statistical process controls, as a means of managing such variation.

(3) The Contractor shall report losses of Government property outside normal process variation, e.g., losses due to-

- (i) Theft;
- (ii) Inadequate storage;
- (iii) Lack of physical security; or
- (iv) "Acts of God."

(4) This reporting requirement does not change any liability provisions or other reporting requirements that may exist under this contract.

.245-7004
STORAGE, REUTILIZATION, AND DISPOSAL (MAY 2013)

(a) Definitions. As used in this clause-

- (1) "Demilitarization" means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.
- (2) "Export-controlled items" means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes-
 - (i) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and
 - (ii) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1
- (3) "Ineligible transferees" means individuals, entities, or countries-
 - (i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;
 - (ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;
 - (iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or
 - (iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.
- (4) "Scrap" means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not "scrap."
- (5) "Serviceable or usable property" means property with potential for reutilization or sale "as is" or with or repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dcms.mil/ITCSD/CBT/PCARSS/index.cfm>.

- (1) The SF 1428 shall contain the following:
 - (i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.
 - (ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.
 - (iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.
 - (iv) Appropriate Federal Condition Codes. See Appendix 2 of DoD 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at http://www.DLA.Mil/J-6/DLMSO/Elibrary/Manuals/Milstrap/AP2_Index.asp.
- (2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be-

- (1) Forwarded to the Contracting Officer;
- (2) Credited to the Government as part of the settlement agreement;
- (3) Credited to the price or cost of the contract; or
- (4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government

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

agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) Disposal of scrap.

(1) Contractor with scrap procedures.

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory.

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.

(j) Restrictions on purchase or retention of Contractor inventory.

(1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person-

(i) Is a civilian employee of the DoD or the U.S. Coast Guard

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) _____ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) _____ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser-

2.245-7004 (CONT)
 PORTING, REUTILIZATION, AND DISPOSAL (MAY 2013)

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in possessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

/SUPWSSIA19
 CONFIGURATION MANAGEMENT FOR SIMPLIFIED ACQUISITION (DEC 2004)

(a) The Contractor shall not make any configuration changes, engineering changes or part number changes to the contract/purchase order items, including, but not limited to, the item's hardware, software or firmware, unless approved by the Procurement Contracting Officer (PCO). In addition, approval by the appropriate technical authority is also required. Guidance on how to submit a proposed engineering or part number change may be obtained from the PCO.

(b) The Contractor shall not manufacture any item for acceptance by the Government that incorporates a known departure from technical or contractual requirements unless a request for a deviation has been approved. Authorized deviations are a temporary departure from the requirements only and do not authorize a change to the item's configuration baseline. Any deviation, major or minor, must be approved by the PCO prior to acceptance.

/SUPWSSIA20
 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE - SAP (AUG 2006)

(a) Definitions. As used in this clause--
 "acceptance," means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"supplies," means the end item furnished by the Contractor and related services required under the contract. The word does not include "data".

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or on condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for one year from the date of delivery--

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 days after discovery of the defect.

(2) Within a reasonable time after the notice, the Contracting Officer may either--

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

NAVSUPWSSIA20 (CONT)
WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE - SAP (AUG 2006)

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor—

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

252.204-7012
SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

(a) Definitions. As used in this clause—

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Attribution information" means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor information system" means an information system belonging to, or operated by or for, the Contractor.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Cyber incident" means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

"Exfiltration" means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

2.204-7012 (CONT)

SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 2.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall--

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum--

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how--

- (A) The required security control identified in the following table is not applicable; or
- (B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations" (<http://csrc.nist.gov/publications/PubsSPs.html>)).

Access Control	Audit & Accountability	Identification and Authentication	Media Protection	System & Comm Protection
-2	AU-2	Authentication	MP-4	Protection
-3(4)	AU-3	IA-2	MP-6	SC-2
-4	AU-6(1)	IA-4		SC-4
-6	AU-7	IA-5(1)	Physical and Environmental Protection	SC-7
-7	AU-8			SC-8(1)
-11(1)	AU-9	Incident Response		SC-13
-17(2)			PE-2	SC-15
-18(1)		IR-2	PE-3	SC-28
-19	Configuration Management	IR-4	PE-5	
-20(1)		IR-5	Program Management	
-20(2)	CM-2	IR-6	Management	
-22	CM-6		PM-10	System & Information Integrity
	CM-7			SI-2
	CM-8	Maintenance		SI-3
		MA-4(6)	Risk Assessment	SI-4
Awareness Training	Contingency Planning	MA-5		
T-2	CP-9	MA-6	RA-5	

- Legend:
- : Access Control MA: Maintenance
 - : Awareness and Training MP: Media Protection
 - : Auditing and Accountability PE: Physical & Environmental Protection
 - : Configuration Management PM: Program Management
 - : Contingency Planning RA: Risk Assessment
 - : Identification and Authentication SC: System & Communications Protection
 - : Incident Response SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13526, as well as regulations and guidance established pursuant thereto.

**252.204-7012 (CONT)
SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)**

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

- (i) Data Universal Numbering System (DUNS)
- (ii) Contract numbers affected unless all contracts by the company are affected.
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location.
- (iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).
- (v) Contracting Officer point of contact (address, position, telephone, email).
- (vi) Contract clearance level.
- (vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.
- (viii) DoD programs, platforms or systems involved.
- (ix) Location(s) of compromise.
- (x) Date incident discovered.
- (xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).
- (xii) Description of technical information compromised.
- (xiii) Any additional information relevant to the information compromise.

(2) Reportable cyber incidents. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall-

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

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

(a) Definitions. As used in this provision-

**2.204-7004 (CONT)
 FERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)**

"System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the DUNS master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

"Registered in the System for Award Management (SAM) database" means that-

- (1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
- (4) The Government has marked the record "Active."

**2.204-7015
 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (FEB 2014)**

(a) Definitions. As used in this clause:

"Litigation support" means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

"Litigation support contractor" means a contractor (including an expert or technical consultant) providing litigation support under a contract with the Department of Defense that contains this clause.

"Sensitive information" means confidential information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

(b) Authorized disclosure. Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received--

- (1) Within or in connection with a quotation or offer; or
- (2) In the performance of or in connection with a contract.

(c) Flowdown. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

**2.203-7998
 PROHIBITION ON CONTRACTING WITH ENTITIES THAT
 REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS
 PRESENTATION. (DEVIATION 2015-00010)**

(b) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated or otherwise made available) under that or any other Act for contracts 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 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.

**252.203-7998 (CONT)
PROHIBITION ON CONTRACTING WITH ENTITIES THAT
REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS
REPRESENTATION. (DEVIATION 2015-00010)**

(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 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.

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

**52.211-5
MATERIAL REQUIREMENTS (AUG 2000)**

**252.203-7002
REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)**

**252.204-7003
CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)**

**52.222-37
EMPLOYMENT REPORTS ON VETERANS (JUL 2014)**

**52.225-13
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)**

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

**52.232-25
PROMPT PAYMENT (JUL 2013)**

**52.223-18
ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**

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

**52.244-6
SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2014)**

**52.209-6
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)**

**252.225-7013
DUTY-FREE ENTRY (OCT 2013)**

**52.222-50
COMBATING TRAFFICKING IN PERSONS (FEB 2009)**

**52.243-1
CHANGES--FIXED-PRICE (AUG 1987)**

**52.209-10
PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)**

.253-1
COMPUTER GENERATED FORMS (JAN 1991)

.227-9
FUND OF ROYALTIES (APR 1984)

.232-23
SIGNMENT OF CLAIMS (MAY 2014)

.233-3
TEST AFTER AWARD (AUG 1996)

.222-19
OLD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)

.204-9
PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

.223-3
HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

.233-1
DISPUTES (MAY 2014)

.232-39
ENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

.204-2
SECURITY REQUIREMENTS (AUG 1996)

.222-21
PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

.232-40
DIVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

2.211-7007
REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

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

2.209-7992D
REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR
FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2015 APPROPRIATIONS
EXEMPTION 2015-000005 (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that-

(1) 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, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

**252.209-7992D (CONT)
REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR
A FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2015 APPROPRIATIONS
(DEVIATION 2015-000005) (DEC 2014)**

(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,
- (2) It is < > is not < > a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**252.203-7005
REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)**

(a) Definition. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of it's knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

**252.204-7007
ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

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. 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) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
 - (iv) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities- Representations. Applies to solicitations for the acquisition of commercial satellite services.
 - (v) 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.
 - (vi) 252.229-7012, Tax Exemptions (Italy)-Representation. Applies to solicitations and contracts when contract performance will be in Italy.
 - (vii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations and contracts when contract performance will be in Spain.
 - (viii) 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. (< >) (vi)
- 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://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 FAR 52.204-8(c) 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

2.204-7007 (CONT)
 FERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

is incorporated in this offer and are current, accurate, and complete as of the date of this offer.

DFARS Provision#	Title	Date	Change
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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.

2.209-7999
 REPRESENTATIONS BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR
 FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) 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, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(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.

(2) It is () is not () a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

2.225-7035
 BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2012)

(A) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American-Free Trade Agreements-Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products, Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin

(1) For all line items subject to the Buy American-Free Trade Agreements-Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(Line Item Number)	(Country of Origin)
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(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products

252.225-7035 (CONT)
 BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2012)

other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products:

(Line Item Number) (Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number) (Country of Origin (If known))

(< >) ALTERNATE I (OCT 2013)

As prescribed in 225.1101(9)(ii), substitute the phrase "Canadian end product" for the phrases "Bahrainian end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Moroccan end product," "Panamanian end product," and "Peruvian end products" in paragraph (a) of the basic provision; substitute the phrase "Canadian end products" for the phrase "Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii) of the basic provision; and delete the phrase "Australian or" from paragraph (c)(2)(i) of the basic provision.

(< >) ALTERNATE II (NOV 2012)

As prescribed in 225.1101(9)(iii), add the terms "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" in paragraph (a) and substitute the following paragraph (b)(2) and (c)(2)(i) for paragraphs (b)(2) and (c)(2)(i) of the basic clause.

(b)(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products, SC/CASA state end products, or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c)(2)(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) or SC/CASA state end products:

(Line Item Number) (Country of Origin)

(< >) ALTERNATE III (JUN 2012)

As prescribed in 225.1101(9)(iv), substitute the following paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) for paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) of the basic clause:

(a) Definitions. "Canadian end product," "commercially available off-the-shelf (COTS) item," "domestic end product," "foreign end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States" have the meanings given in the Buy American-Free-Trade-Agreements-Balance of Payments Program clause of this solicitation.

(b)(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products, SC/CASA state end products, or Canadian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

2.225-7035 (CONT)
 BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV
 012

(c)(2)(i) The offeror certifies that the following supplies are qualifying country (except Canadian) or SC/CASA state end products:

(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Canadian end products:

(Line Item Number) (Country of Origin)

< >) ALTERNATE IV (NOV 2012) As prescribed in 225.1101(9)(v), add a definition of "Korean end product" in paragraph (a) of the basic provision; substitute the phrase "Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products" for the phrase "Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraph (b)(2) and (c)(2)(ii) of the basic provision.

< >) ALTERNATE V (NOV 2012) As prescribed in 225.1101(9)(vi), substitute the following paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) for paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) of the basic clause:

(a) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Korean end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American Act-Free Trade Agreements-Balance of Payments program clause of this solicitation.

(b)(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products, SC/CASA state end products, or Free Trade Agreement end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c)(2)(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) or SC/CASA state end products:

(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products:

(Line Item Number) (Country of Origin)

52.225-7020
 FREE TRADE AGREEMENTS CERTIFICATE (JAN 2005)

(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government-

252.225-7020 (CONT)
TRADE AGREEMENTS CERTIFICATE (JAN 2005)

- (1) Will evaluate offers in accordance with policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--
 - (i) There are no offers of such end products;
 - (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
 - (iii) A national interest waiver has been granted.

(c) Certifications and identification of country of origin.
 (1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

Line Item Number	Country of Origin

252.225-7000
BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM (JAN 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American and Balance of Payments Program clause of this solicitation/

- (b) Evaluation. The Government--
 - (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
 - (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.
 (1) For all line items subject to the Buy American and Balance of Payments Program clause of this solicitation, the offeror certifies that

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

 (2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin

(3) The following end products are other foreign end products including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end products"

Line Item Number	Country of Origin (If known)

(< >) ALTERNATE (Dec 2010)

As prescribed in 225.1101(1)(ii), add the terms "South Caucasus/Central and South Asian (SC/CASA) state" and "South

**2.225-7000 (CONT)
 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS (JAN 2014)**

ucasus/Central and South Asian (SC/CAS) state end product" in paragraph (a) and replace the phrase "qualifying country end products" in paragraphs (b)(2) and (c)(2) with the phrase "qualifying country end products or SC/CASA state end products."

**2.225-25
 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS (DEC 2012)**

**2.209-7002
 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)**

(a) Definitions. As used in this provision-

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"-

(i) Means -

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means-

(i) Top Secret information.

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys.

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the immediate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government

Description of Interest, Ownership Percentage, and Identification of Foreign Government

**2.209-2
 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)**

**2.227-6
 ROYALTY INFORMATION (APR 1984)**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

**52.227-6 (CONT)
ROYALTY INFORMATION (APR 1984)**

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

< > Alternate I (Apr 1984). Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee.

**NAVSUPWSSKA07
PRICING INFORMATION FOR SIMPLIFIED ACQUISITION (JUN 2005)**

(a) To assist in determining whether the prices quoted under subject solicitation are "fair and reasonable," request the contractor provide: a copy of current catalog or established price list; a statement that the items are commercial; and/or pricing information on the most recent sale for the item or a similar item.

(b) Offerors are further requested to advise the Government buyer if they are in possession of any other Government or commercial solicitation or recent contract for any of the items being procured hereunder.

**252.223-7001
HAZARD WARNING LABELS (DEC 1991)**

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard required that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "NONE".)

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

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

**52.204-8
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

- (a)
- (1) The North American Industry classification System (NAICS) code for this acquisition is <334511> (insert

52.204-B (CONT)
 EQUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(CS code).
 (2) The small business size standard is <750> (insert size standard).
 (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 certification 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 for 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;
 (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) 52.214-14, 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.
 (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
 (ix) 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.
 (x) 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.
 (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
 (xii) 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.
 (xiii) 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.
 (xiv) 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.
 (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
 (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
 (xvii) 52.225-4, Buy American Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates 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 \$79,507, the provision with its Alternate II applies.

**52.204-8 (CONT)
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to-

(A) solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(2) The following certifications are applicable as indicated by the Contracting Officer: (Contracting Officer check as appropriate.)

(< >)(i) 52.204-7, Ownership or Control of Offer.

(< >)(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(< >)(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(< >)(iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(< >)(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(< >)(vi) 52.227-6, Royalty Information.

(< >)(A) Basic.

(< >)(B) Alternate I.

(< >)(vii) 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
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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.

**252.209-7993
REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR
A FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2014 APPROPRIATIONS (DEVI
ATION 2014-000009) (FEB 2014)**

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that-

(1) 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, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(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

2.209-7993 (CONT)

PRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-00009) (FEB 2014)

timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is () is not () a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

2.209-7994D

PRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-00004) (OCT 2013)

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that-

(1) 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, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(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,

(2) It is () is not () a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

.225-20

PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision-

"business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, producing, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"marginalized populations of Sudan" means-

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

52.204-9400

RESTRICTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATION (JULY 2013)

**5252.204-9400 (CONT)
CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE
INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATIO
N (JULY 2013)**

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 - "DoD Implementation of Homeland Security Presidential Directive - 12 (HSPD-12)" dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract. ACCESS TO DOD IT SYSTEMS In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trust positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

52.204-9400 (CONT)**CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATION (JULY 2013)**

potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

The security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive ADP/IT-II when the contract scope of work requires physical access to a federally controlled facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by the Navy as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete: SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product) Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission) Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out process prior to their departure at the completion of individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. A SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Eligibility/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over a contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the processing and for the duration of assignment under that contract. The contractor shall include the IT Position category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties

**5252.204-9400 (CONT)
 CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE
 INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATIO
 N (JULY 2013)**

such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

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

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM.

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

**252.204-7011
 ALTERNATIVE LINE ITEM STRUCTURE (SEP 2011)**

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71 (DFARS/PGI view). A sample line item structure and a proposed alternative structure are as follows:

Solicitation:

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Computer, Desktop with CPU, Monitor, Keyboard and Mouse	20	EA		

Alternative line item structure offer where monitors are shipped separately:

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Computer, Desktop with CPU, Keyboard and Mouse	20	EA		
0002	Monitor	20	EA		

**52.252-1
 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect

**1.252-1 (CONT)
SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph and provide the appropriate information with its quotation of offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

DFARS and NMCARS at the Hill AFB website --
<http://farsite.hill.af.mil/VFFARa.htm>

DFARS only at the GSA website (click on "Regulations: FAR") --
<http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>

DFARS and NMCARS only at the DPAP website --
https://acquisition.navy.mil/rda/home/policy_and_guidance

The text of all NAVSUP and NAVICP clauses will be contained in the body of the solicitation.

**1.211-14
PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)**

Any contract awarded as a result of this solicitation will be (< >) DX rated order; (<X>) DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (Contracting Officer check appropriate box).

**AVSUPWSSLA19
ASSIGNMENT INSTRUCTIONS (MAY 2010)**

Assignment Addresses are readily available electronically at the DoD Activity Address Codes (DODAAC) website <https://www.daas.dla.mil/daasinq/dodaac.asp?cu=d>

Contractors are to enter a specific DODAAC Code (i.e. N63126), then select "Scan Query."

Three addresses will appear:
TAC1=Mailing Address TAC2=Shipping Address TAC3=Billing Address

The TAC2 Shipping Address should always be used.
If it is missing for whatever reason, the contractor is authorized to use the TAC1 Mailing Address.

For Mobile Units and Ships, call the Naval Operational Logistics Support Center (NOLSC) Fleet Locator at: Commercial 7-443-5434 or DSN 646-5434

**AVSUPWSSLA33
BUSINESS INITIATIVES SOUGHT (MAR 2002)**

In conjunction with this contracting effort, the NAVSUP Weapons Systems Support (NAVSUP WSS) is seeking information regarding eBusiness initiatives that the offeror is currently utilizing. These initiatives may include, but are not limited to, requisition processing tools, collaborative work environments, unique web-based applications, repair asset management, or other innovative eBusiness practices. NAVSUP WSS is seeking this information in order to enhance service to the fleet by maximizing the use of eBusiness technology.

Attachment A

SECTION D - PRESERVATION, PACKAGING, PACKING AND MARKING REQUIREMENTS <i>Preservation, packaging, packing and marking instructions shall be in accordance with sections indicated with an "X" in the numbered blocks.</i>										DOCUMENT REF. NO.		PAGE 1 of 1										
CLAUSE D400 SEC. NO.	REQUISITION, CONTRACT OR ORDER NUMBER N00383-15-RCPZ210																					
PRESERVATION, PACKAGING, PACKING AND MARKING REQUIREMENTS																						
<input checked="" type="checkbox"/>	1	General – All specifications applicable to these requirements shall be of the issue in effect on the date of the invitation for bid or original negotiation. Packaging terms, levels of protection, etc. used in this exhibit are defined in MIL-STD-2073-1.																				
<input type="checkbox"/>	2	Preservation and packaging shall be accomplished in accordance with the requirements of MIL-P-116. The specific packaging procedures, and Level of Protection for each item are delineated in the coded format of MIL-STD-2073-2 and cited below, along with additional data elements as defined in MIL-STD-2073-1.																				
ITEM NUMBER(S) LLPVPA146			PRESER- VATION METHOD	CLEAN/ DRY	PRESERV -ATIVE MATL	WRAP- PING MATL	CUSHION/ DUNNAGE MATL	CORIC THICK- NESS	UNIT CON- TAINER	LEVEL OF PROT	INTERIM CON- TAINER	UNIT CNTR LVL	SPEC MKG	PACKING CODE								
			D	W	1	0	0	K	3	G	H	F	E	D	A	0	0	O	03	E	Q	Q
HAZMAT	QTY PER UNIT PACK	INT CTNR QTY	UNIT PACK WT	UNIT PACK CU	SPI NUMBER	REV	SPIDATE	CONTAINER NIN	GFM	CFM												
N	001	000																				
CONTAINER MANAGER CODE		PHONE (215) 697-		SUPPLEMENTAL INSTRUCTIONS SMCC = 2																		
ITEM NUMBER(S)			PRESER- VATION METHOD	CLEAN/ DRY	PRESERV -ATIVE MATL	WRAP- PING MATL	CUSHION/ DUNNAGE MATL	CORIC THICK- NESS	UNIT CON- TAINER	LEVEL OF PROT	INTERIM CON- TAINER	UNIT CNTR LVL	SPEC MKG	PACKING CODE								
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CONTAINER MANAGER CODE		PHONE (215) 697-		SUPPLEMENTAL INSTRUCTIONS																		
<input type="checkbox"/>	3	Markings of all containers for Item(s) shall include "Type I Shelf Life Item", date of cure, and an "Expiration Date" of _____ years after date of cure shelf life marking shall consist of the quarter of the year (i.e. Jan thru march 192 = 1Q92) in accordance with MIL-STD-129.																				
<input type="checkbox"/>	4	Markings of all containers for Item(s) shall include "Type I Shelf Life Item" date of manufacture/assembly, and an inspection/test date of _____ years after date of manufacture/assembly. Shelf life marketing shall consist of the quarter of the year and the year (i.e. Jan thru March 1992 = 1Q92) in accordance with MIL-STD-129. Refer to Section 5.D for additional requirements.																				