

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 350)

RATING

DO-A3

PAGE OF

1

PAGES

2. CONTRACT NO.

3. SOLICITATION NO.

SPRM1-15-R- PK81

4. TYPE OF SOLICITATION

- SEALED BID (IFB)
 NEGOTIATED (RFP)

5. DATE ISSUED

15 DEC 17

6. REQUISITION/PURCHASE NO.

7. ISSUED BY

DLA MARITIME - MECHANICSBURG
DLR PROCUREMENT OPS DLA-ZI
P. O. BOX 2020, 5450 CARLISLE PIKE
MECHANICSBURG PA 17055-0788

CODE SPRM1

8. ADDRESS OFFER TO (If other than item 7)

NAVSUP WEAPON SYSTEMS SUPPORT -
MECHANICSBURG
CONT DPT(CD N7), BLDG 410, BAY B-29
5450 CARLISLE PIKE, P O BOX 2020
MECHANICSBURG, PA 17055-0788

NOTE in sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in BLDG. 410, SOUTH END, CODE N7, BAY B-29 until 02:00PM local time 17 JAN 2016
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME
BRANDON W. BERNHARD

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
(717) 605-8674

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated points, within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)
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18B. TELEPHONE NO. (Include area code)	<input type="checkbox"/>	18C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

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

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

****Please note that Sections A through M may not be in alphabetical order. Please review the solicitation in its entirety****

SECTION A: SOLICITATION/CONTRACT FORM / INFORMATION FOR OFFERORS

1. The purpose of this solicitation is to establish an Indefinite-Delivery type contract for the supplies listed in Section B that will provide Government Furnished Material (GFM) stock coverage to Northrop Grumman in support of the AN/WSN-7 Weapon System PBL Contract N00104-14-D-ZD00.
2. Under this solicitation, the resultant contract will be a Firm-Fixed Price (FFP), Indefinite-Quantity contract issued under FAR Part 15 in conjunction with FAR Part 12. The contract will consist of a 3-year Base Period and (2) one-year Option Years. The total contract period shall not exceed 5 years. The terms "year" or "contract year", as used in this solicitation, are defined as a period of 365 days beginning on the contract effective date and every 365 days thereafter, except for a leap year, in which the contract year shall be 366 days.
3. The method used to place orders under this contract will Firm-Fixed Price (FFP) Delivery Orders will be issued against the contract by DLA Maritime – Mechanicsburg Authorized Personnel.
4. The stated contract minimum and maximum is calculated as follows:
 - a. Annual Demand Quantity (ADQ) = 96 each per NSN
 - b. Number of NSNs on Contract = 3
 - c. Annual Demand Value (ADV) = $ADQ \times Unit\ Price \times 3$
 - d. Contract Minimum = $10\% \times ADV$
 - e. Contract Maximum = $500\% \times ADV$

CONTINUATION SHEET

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SECTION B: SCHEDULE OF SUPPLIES & PRICES/COSTS

This solicitation is for the acquisition of Honeywell GG 1342 Ring Laser Gyroscopes (RLGs). The RLGs are un-programmed and provided to Northrop Grumman as Government Furnished Material (GFM) in support of PBL Contract N00104-14-D-ZD00 supporting the AN/WSN-7 Weapon System.

CLIN	CAGE	NSN	Part Number	Item Desc	ADQ	Unit
0001	94580	6615-01-623-6425	GG1342 AE 44	Gyro, Ring Laser	96	Each
0002	94580	6615-01-623-6432	GG1342 AE 46	Gyro, Ring Laser	96	Each
0003	94580	6615-01-623-6437	GG1342 AE 45	Gyro, Ring Laser	96	Each

Pricing – The supplies covered by this contract are listed in the table below. Please complete the following table with your pricing information:

CLIN	NSN	ADQ	Quantity Ranges FROM	Quantity Ranges TO	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2
0001	6615-01-623-6425 GG1342 AE 44	96	1	24					
			25	48					
			49	72					
			73	96					

CLIN	NSN	ADQ	Quantity Ranges FROM	Quantity Ranges TO	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2
0002	6615-01-623-6432 GG1342 AE 46	96	1	24					
			25	48					
			49	72					
			73	96					

CLIN	NSN	ADQ	Quantity Ranges FROM	Quantity Ranges TO	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2
0003	6615-01-623-6437 GG1342 AE 45	96	1	24					
			25	48					
			49	72					
			73	96					

**An Individual Order shall not exceed 96 units per NSN*

CONTINUATION SHEET

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SECTION D: PACKAGING & MARKING

PACKAGING IS IN ACCORDANCE WITH MIL-STD-2073.

HM	QUP	ICQ	PMT	CD	PM	WM	CUD	CT	UC	LP	IC	UCL	SP	MK	PACK	UNIT	PKWT
N	001	000	41	1	00	K3	GH	H	NR	A	00	A	00		EQQ	0.0	
UNIT PKCU		OPI															
0.000		M															
UNIQUE: N				SHELF LIFE CD: 0				SHELF LIFE ACTION CD: 00									

NOTE: In addition to the MIL-STD-129 label, Honeywell is also currently including a commercial label. The commercial label shall state the following information:

"GFM PBL N00104-14-D-ZD00 - NG # 1812497-X"

Where there is an 'X' in the above NG#, Honeywell will specify either '1', '2', or '3', depending on which item they are shipping.

SECTION E: INSPECTION & ACCEPTANCE

Please identify the following, if different from your facility/CAGE. If locations are the same as offeror's address, indicate "SAME"

Site for Performance: _____

Site for Inspection: _____

Site for Acceptance: _____

SECTION F: DELIVERIES OR PERFORMANCE

PLACE OF DELIVERY: The place of delivery for all items to be acquired hereunder will be specified in individual delivery orders issued under this Indefinite Delivery – Indefinite Quantity contract.

TIME OF DELIVERY:

Offeror's Proposed Delivery Time: _____ days

ACCELERATED DELIVERIES: Accelerated deliveries in advance of the specified delivery schedule are authorized. Any accelerated delivery will be at no additional expense to the Government, unless specifically authorized by the Procuring or Administrative Contracting Officer.

PARTIAL SHIPMENTS: Shipments of item quantities less than each line item quantity specified in the delivery order schedule are authorized. Multiple shipments to one destination are authorized. Any partial shipment will be at no additional expense to the Government, unless specifically authorized by the Procuring or Administrative Contracting Officer.

***NOTE - See Section I, FAR clause 252.216-7006, Ordering**

All contractual documents (i.e. contracts, purchase orders, task orders, delivery orders and modifications) related to the instant procurement are considered to be issued by the Government when copies are either deposited in the mail, transmitted by facsimile, or sent by other electronic commerce methods, such as email. The Government's acceptance of the contractor's proposal constitutes bilateral agreement to issue contractual documents as detailed herein.

SECTION L / M: NOTICE TO OFFERORS / PRICE EVALUATION

Overall price will be evaluated using proposed Step-Ladder pricing. The anticipated number of orders for each step ladder range is estimated at one (1) for each year the contract base and each potential option year. The following quantities will be used for the purpose of evaluation:

For step ladder quantity (1 - 24), a quantity of 20 will be used;

For step ladder quantity (25 - 48), a quantity of 40 will be used;

For step ladder quantity (49 - 72), a quantity of 70 will be used;

For step ladder quantity (73 - 96), a quantity of 90 will be used; and,

FINAL NOTE: OFFERS SUBMITTED TO THE NECO (Navy Electronic Commerce Online) WEB SITE ARE NOT ACCEPTABLE. A COMPLETE COPY OF THE PROPOSAL MUST BE SUBMITTED TO THE CONTRACTING OFFICE BY POSTAL MAIL OR ATTACHED TO ELECTRONIC MAIL (See page one, SF 33).

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

**52.212-1
INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (APR 2014)**

**NAVSUPWSSBA09
COMMERCIAL ITEM PROCUREMENT NOTICE - SOLICITATION (FEB 02)**

The NAVSUP WSS has been granted a class deviation (CL-00-203) that permits us to use the solicitation and award forms currently available in our automated procurement system instead of the SF 1449 when conducting procurements for commercial items. This procurement is being conducted in accordance with FAR Part 12, Acquisition of Commercial Items.

Information appearing on the face of the DD Form 1707, SF 18, or SF 33 that conflicts with clauses or provisions contained elsewhere in this solicitation shall be disregarded.

CENTRAL CONTRACTOR REGISTRATION:

To be eligible for award, you must have an active registration in the DoD Central Contractor Registration (CCR) database (See DFARS 204.73). Registration in CCR can be accomplished at: <http://www.ccr.gov>.

FOB:
Quotes/Offers shall be submitted on an:

- (< >) FOB Destination basis
- (< x >) FOB Origin basis

ACCEPTANCE OF MATERIAL:
Acceptance shall occur:

(~~X~~) By the ACO at the contractor's facility based on an executed Certificate of Conformance.

(< >) By the consignee at Destination.

(< >) Fast Pay procedures apply. (Class deviation CN-99-901 permits Fast Pay Procedures to be used up to \$100,000.00.)

TAILORING OF CLAUSES:

The following clauses have been tailored.

- 52.212-1, Instructions to Offerors - Commercial Items
- 52.212-4, Contract Terms and Conditions - Commercial Items
- Paragraph (b) of 52.212-3 is inapplicable to this procurement.

**NAVSUPWSSBA09
IMPORTANT NOTICE REGARDING HAZARDOUS MATERIAL (OCT 2008)**

FAR clause 52.223-3, Hazardous Material Identification and Material Safety Data, is incorporated by reference in section I in this solicitation and required offerors to—

- (1) identify any 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

**NAVSUPWSSBAGS (CONT)
IMPORTANT NOTICE REGARDING HAZARDOUS MATERIAL (OCT 2006)**

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, NAVSUP WSS Code 0772, at (717)605-1361.

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

CLIN: 0001
NIIN: 018238425
ITEM NAME: INERTIAL NAVIGATION

ACTIVITY USE ONLY: TDP VERSION NO.: 001

1. SCOPE

1.1 This contract/purchase order contains the requirements for manufacture and the contract quality requirements for the INERTIAL NAVIGATION .

2. APPLICABLE DOCUMENTS

2.1 Applicable Documents - The document(s) listed below form a part of this contract/purchase order including modifications or exclusions.

2.1.1 "Document References" listed below must be obtained by the Contractor. Ordering information is included as an attachment to this contract/purchase order.

2.2 Order of Precedence - In the event of a conflict between the text of this contract/purchase order and the references and/or drawings cited herein, the text of this contract/purchase order shall take precedence. Nothing in this contract/purchase order, however, shall supersede applicable laws and regulations unless a specific exemption has been obtained.

2.3

DOCUMENT REFERENCES

SPEC NO.	SLASH NO.	PART NO	REV	DATE	DISTR CD	AMEND	CHG	NTC	SUPP
MIL-STD-130			M	02 DEC 05	A				

3. REQUIREMENTS

3.1 Cage Code/Reference Number Items - The INERTIAL NAVIGATION furnished under this contract/purchase order shall be the design represented by Cage Code(s) reference number(s). Cage ref. no.
<94680 G61342 AE 44>

3.2 Marking - This assembly and its piece parts shall be physically identified in accordance with MIL-STD-130.

3.3 Changes in Design, Material Servicing, or Part Number - Except for a Code 1 change, which shall be processed as provided in the code statement shown below, no substitution of items shall be made until the NAVICP-MECH Contracting Officer has notified and approval has been given by issuance of a written change order. When any change in design, material, servicing or part number is made to replace or substitute any item to be furnished on this contract/purchase order, the Contractor shall furnish, for the substituting/replacement item, a drawing and an explanation of the reason for the change, explaining the reason therefor. If finished detail drawings are not available, shop drawings in the form used by the manufacturer will be acceptable for Government evaluation. When notifying the Procurement Contracting Officer of the reasons for making substitutions, the type of change shall be indicated by code number in accordance with one of the following statements:

Code 1: PART NUMBER CHANGE ONLY - If the Manufacturer's Part Number indicated thereon has changed, but the parts are identical in all respects, supply the item and advise NAVICP-MECH immediately of the new part number.

Code 2: Assembly (or set or kit) not furnished - Used following detail parts.

Code 3: Part not furnished separately - Use assembly.

Code 4: Part redesigned - Old and new parts are completely interchangeable.

Code 5: Part redesigned - New part replaces old. Old part cannot replace new.

Code 6: Part redesigned - Parts not interchangeable.

CLIN: 0002
 NIIN: 016238432
 ITEM NAME: INERTIAL NAVIGATION

ACTIVITY USE ONLY: TDP VERSION NO.: 001

1. SCOPE

1.1 This contract/purchase order contains the requirements for manufacture and the contract quality requirements for the INERTIAL NAVIGATION .

2. APPLICABLE DOCUMENTS

2.1 Applicable Documents - The document(s) listed below form a part of this contract/purchase order including modifications or exclusions.

2.1.1 "Document References" listed below must be obtained by the Contractor. Ordering information is included as an attachment to this contract/purchase order.

2.2

DOCUMENT REFERENCES

SPEC NO.	SLASH NO.	PART NO	REV	DATE	DISTR CD	AMEND	CHG	NTC	SUPP
MIL-STD-130			M	02 DEC 06	A				

3. REQUIREMENTS

3.1 Cage Code/Reference Number Items - The INERTIAL NAVIGATION furnished under this contract/purchase order shall be the design represented by Cage Code(s) reference number(s). Cage _____ ref. no.
 <94580 _____ GG1342 AE 46>

3.2 Marking - This assembly and its piece parts shall be physically identified in accordance with MIL-STD-130.

3.3 Changes in Design, Material Servicing, or Part Number - Except for a Code 1 change, which shall be processed as provided in the code statement shown below, no substitution of items shall be made until the NAVICP-MECH Contracting Officer has notified and approval has been given by issuance of a written change order. When any change in design, material, servicing or part number is made to replace or substitute any item to be furnished on this contract/purchase order, the Contractor shall furnish, for the substituting/replacement item, a drawing and an explanation of the reason for the change, explaining the reason therefor. If finished detail drawings are not available, shop drawings in the form used by the manufacturer will be acceptable for Government evaluation. When notifying the Procurement Contracting Officer of the reasons for making substitutions, the type of change shall be indicated by code number in accordance with one of the following statements:

Code 1: PART NUMBER CHANGE ONLY - If the Manufacturer's Part Number indicated thereon has changed, but the parts are identical in all respects, supply the item and advise NAVICP-MECH immediately of the new part number.

Code 2: Assembly (or set or kit) not furnished - Used following detail parts.

Code 3: Part not furnished separately - Use assembly.

Code 4: Part redesigned - Old and new parts are completely interchangeable.

Code 5: Part redesigned - New part replaces old. Old part cannot replace new.

Code 6: Part redesigned - Parts not interchangeable.

CLIN: 0003
 NIIN: 016238437
 ITEM NAME: INERTIAL NAVIGATION

ACTIVITY USE ONLY: TDP VERSION NO.: 001

1. SCOPE

1.1 This contract/purchase order contains the requirements for manufacture and the contract quality requirements for the INERTIAL NAVIGATION .

2. APPLICABLE DOCUMENTS

2.1 Applicable Documents - The document(s) listed below form a part of this contract/purchase order including modifications or exclusions.

2.1.1 "Document References" listed below must be obtained by the Contractor. Ordering information is included as an attachment to this contract/purchase order.

2.2

DOCUMENT REFERENCES

SPEC NO.	SLASH NO.	PART NO	REV	DATE	DISTR CD	AMEND	CHG NTC	SUPP
MIL-STD-130			M	02 DEC 05	A			

3. REQUIREMENTS

3.1 Cage Code/Reference Number Items - The INERTIAL NAVIGATION furnished under this contract/purchase order shall be the design represented by Cage Code(s) reference number(s). Cage _____ ref. no. <94580 GG1342 AE 45>

3.2 Marking - This assembly and its piece parts shall be physically identified in accordance with MIL-STD-130.

3.3 Changes in Design, Material Servicing, or Part Number - Except for a Code 1 change, which shall be processed as provided in the code statement shown below, no substitution of items shall be made until the NAVICP-MECH Contracting Officer has notified and approval has been given by issuance of a written change order. When any change in design, material, servicing or part number is made to replace or substitute any item to be furnished on this contract/purchase order, the Contractor shall furnish, for the substituting/replacement item, a drawing and an explanation of the reason for the change, explaining the reason therefor. If finished detail drawings are not available, shop drawings in the form used by the manufacturer will be acceptable for Government evaluation. When notifying the Procurement Contracting Officer of the reasons for making substitutions, the type of change shall be indicated by code number in accordance with one of the following statements:

Code 1: PART NUMBER CHANGE ONLY - If the Manufacturer's Part Number indicated thereon has changed, but the parts are identical in all respects, supply the item and advise NAVICP-MECH immediately of the new part number.

Code 2: Assembly (or set or kit) not furnished - Used following detail parts.

Code 3: Part not furnished separately - Use assembly.

Code 4: Part redesigned - Old and new parts are completely interchangeable.

Code 5: Part redesigned - New part replaces old. Old part cannot replace new.

Code 6: Part redesigned - Parts not interchangeable.

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

.IN: 0001
.IN: 016236425
ITEM NAME: INERTIAL NAVIGATION

ACTIVITY USE ONLY: TDP VERSION NO.: 001

PACKAGING

1 Preservation, Packaging, Packing and Marking - Preservation, Packaging, Packing and Marking shall be in accordance with the Contract/Purchase Order Schedule and as specified below.

MIL-STD 2073 PACKAGING APPLIES AS FOUND ELSEWHERE IN THE SCHEDULE

CLIN: 0002
 NIIN: 018238492
 ITEM NAME: INERTIAL NAVIGATION

ACTIVITY USE ONLY: TDP VERSION NO.: 001

5. PACKAGING

5.1 Preservation, Packaging, Packing and Marking - Preservation, Packaging, Packing and Marking shall be in accordance with the Contract/Purchase Order Schedule and as specified below.

MIL-STD 2073 PACKAGING APPLIES AS FOUND ELSEWHERE IN THE SCHEDULE

CLIN: 0003
 NIIN: 018238437
 ITEM NAME: INERTIAL NAVIGATION

ACTIVITY USE ONLY: TDP VERSION NO.: 001

5. PACKAGING

5.1 Preservation, Packaging, Packing and Marking - Preservation, Packaging, Packing and Marking shall be in accordance with the Contract/Purchase Order Schedule and as specified below.

MIL-STD 2073 PACKAGING APPLIES AS FOUND ELSEWHERE IN THE SCHEDULE

252.211-7003
 ITEM 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 number.

"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 found 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/uid_equivalents.html

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have 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.

IS2.211-7003 (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, or 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.

(c) Unique item identifier.

252.211-7003 (CONT)

ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(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 the Schedule or the following table:

Contract Line, Subline, Or Exhibit Line Item Number	Item Description
<>	<>
<>	<>
<>	<>
<>	<>

(If items are identified in the Schedule, insert (See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items; items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified 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 on 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 18022, 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 Fact 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 Fact 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, and 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 Media.

(5) Unique item identifier.

(1) The Contractor shall-

(A) 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);

and

(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

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

**52.211-7003 (CONT)
ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)**

(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)(ii) 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 (c)(1) 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 52.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <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 paragraph (g) in the applicable subcontract(s) including subcontracts for commercial items.

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

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

1. PRESERVATION REQUIREMENTS

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

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

1) Contractor shall use material produced by a Qualified Products List (QPL) manufacturer if the required packaging material has a QPL. Barrier materials that have QPLs are MIL-PRF-131, Classes 1 and 3, MIL-PRF-81705D, Type 1 and MIL-PRF-22191. These items can be identified by the following packaging field values: PM = "31", "32", "33", "41", "42", "43", "44", "45", "51", "52", "53", "54", "55", "AM", "BD", "DW", "EX"; or UC = "B2", "B3", "B9", "BL", "BS" or "SD". Sources for QPL material can be obtained by contacting 213-697-5842.

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

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

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

Domestic Shipments (CONUS): Level B

Overseas Shipments (OCONUS) including Navy ships at sea):
Via air, FPO, APO Level B
Via freight forwarder Level B
Via surface Level A

3. **MARKING REQUIREMENTS** - All unit, intermediate and shipping containers shall be marked in accordance with MIL-STD-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 4.2.2.8

in accordance with clause DFARS 252.211-7006 "Passive Radio Frequency

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

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

1) Items identified with a Cognizance Code of either "7" or an even number preceding the NSN (e.g. 7RH 1826-01-428-9999) 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:

<https://navalforms.documentservices.dla.mil/web/public/home>. The website will advise the procedures for ordering and establishing an account. When searching for the DLR label, the following procedure should be followed:

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

SN	DESCRIPTION	PACKAGE	APPLICATION	FORM NUMBER
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IAVSUPWSSDA07 (CONT)
RESERVATION, PACKAGING, PACKING AND MARKING (JUL 2014)

1108LF6055300	DLR Label 2 in. x 3 in.	100	Unit Container	NAVSUP 1397-1
1108LF6055000	DLR Label 3 in. x 5 in.	100	Intermediate/ Shipping	NAVSUP 1397

Labels may also be obtained by faxing a copy of the contract page containing the DLR label requirement to 116-897-2424.

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

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

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

c. RADIO FREQUENCY IDENTIFICATION (RFID) LABEL - RFID requirements in accordance with clause DFARS 252.211-7008 "Passive Radio Frequency Identification."

d. DEPOT LEVEL REPAIRABLE (DLR) LABELS

1) Items identified with a Cognizance Code of either "7" or an even number preceding the NSN (e.g. 7RH 5826-01-428-9999) are defined as Depot

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-SDC shipping (size permitting)	RED	Unit, intermediate and shipping (size permitting)
C1*	LEVEL 1 SPECIAL CLEAN O2-N2	GREEN	Unit, intermediate and shipping (size permitting)
CP/V6*	SPECIAL CLEAN O2-N2	GREEN	Unit, intermediate and shipping (size permitting)
D0/D9/D8*	DSS-SDC SPECIAL CLEAN O2-N2	GREEN	Unit, intermediate and shipping (size permitting)
VU (size permitting)	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 (size permitting)

* denotes Oxygen Clean requirements in accordance with MIL-STD-1330 "Precision Cleaning and Testing of Shipboard Oxygen, Helium, Helium-Oxygen, Nitrogen, and Hydrogen Systems."

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

5. WOOD PACKAGING MATERIAL (WPM)

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

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

American Lumber Standards Committee (ALSC)-recognized agency. The WPM certification markings must be easily visible, especially in pallet loads, to inspectors.

6. NAVY SHELF LIFE PROGRAM

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

7. REUSABLE NSN CONTAINERS

An item that has an NSN assigned in the "Container NSN" field (e.g. 8145012822982) requires shipment in a metal or plastic reusable shipping and storage container.

a. **REUSABLE CONTAINERS FOR NAVSUP WEAPON SYSTEMS SUPPORT, MECHANICSBURG SITE, MARITIME REQUIREMENTS**
Reusable NSN containers for maritime material (designated by a Cognizance Code of "7E", "7G" and "7H") shall be provided as contractor-furnished material (CFM). Source lists of possible container manufacturers may be obtained by contacting 215-897-5842.

b. **REUSABLE CONTAINERS FOR NAVSUP WEAPON SYSTEMS SUPPORT, PHILADELPHIA SITE, AVIATION REQUIREMENTS**
Reusable NSN containers (excluding wood and fiberboard) for aviation material (designated by a Cognizance Code of "7R", "8K" or "8R") shall be provided as government-furnished material (GFM). Fast pack containers will not be provided as GFM. To obtain GFM reusable containers, the contractor must first obtain a Container Request Form either from <https://tarp.navsisa.navy.mil/containerrequest> or by contacting 215-897-5842, then fax the completed 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. The unavailability of reusable containers shall not be an excusable delivery delay. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

**ALTERNATE PACKAGING REQUIREMENTS FOR
ITEMS ASSIGNED THE FOLLOWING CONTAINERS:**

Container NIIN	Container Part Number (80132)	Alternate Packaging Code IAW MIL-STD-2073-1E
00-280-9548	P069-2	GX10000LTBEC
00-280-9550	P069-1	(QUP = 001)
00-280-9550	P069-3	(ICQ = 000)
00-280-9502	P069-4	
01-012-4088	P069-8	
01-014-0440	P069-5	
11-184-4073	P069-7	
11-282-2982	15450-100	DW100K3GHFED
11-282-2983	15450-200	(QUP = 001)
11-282-2984	15450-300	(ICQ = 000)
11-282-2985	15450-400	
11-282-2986	15450-500	
11-282-2987	15450-600	
01-282-2988	15450-700	DW100K3GHFDR
		(QUP = 001)
		(ICQ = 000)

11 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> or by contacting 215-897-2063.

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.

MATERIAL SAFETY DATA SHEETS

IAVSUPWSSDA07 (CONT)
RESERVATION, PACKAGING, PACKING AND MARKING (JUL 2014)

is required by clauses FAR 52.223-3 "Hazardous Material Identification and Material Safety Data" and DFARS 52.223-7001 "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 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

CLIN: 0001
NIIN: 016238425
ITEM NAME: INERTIAL NAVIGATION

ACTIVITY USE ONLY: TDP VERSION NO.: 001

4. QUALITY ASSURANCE

4.1 Responsibility for Compliance - All items must meet all requirements of this contract/purchase order. The inspection set forth in this specification shall become a part of the Contractor's overall inspection system or quality program. The absence of any inspection requirements shall not relieve the Contractor of the responsibility of assuring that all products or supplies submitted to the Government for acceptance comply with all requirements of the contract/purchase order. Sampling in quality conformance does not authorize submission of known defective material, either indicated or actual, nor does it commit the Government to acceptance of defective material.

4.2 Records - Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of contract/purchase order and for a period of 365 calendar days after final delivery of supplies.

4.3 Inspection System Requirements - The supplier shall provide and maintain an inspection/quality system acceptable to the Government. The inspection system requirements for this contract/purchase order shall be in accordance with MIL-I-45208. Suppliers certified to perform under ISO 9001 or ISO 9002 are granted permission to utilize the one desired in lieu of MIL-I-45208.

CLIN: 0002
NIIN: 016238432
ITEM NAME: INERTIAL NAVIGATION

ACTIVITY USE ONLY: TDP VERSION NO.: 001

4. QUALITY ASSURANCE

4.1 Responsibility for Compliance - All items must meet all requirements of this contract/purchase order. The inspection set forth in this specification shall become a part of the Contractor's overall inspection system or quality program. The absence of any inspection requirements shall not relieve the Contractor of the responsibility of assuring that all products or supplies submitted to the Government for acceptance comply with all requirements of the contract/purchase order. Sampling in quality conformance does not authorize submission of known defective material, either indicated or actual, nor does it commit the Government to acceptance of defective material.

4.2 Records - Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of contract/purchase order and for a period of 365 calendar days after final delivery of supplies.

4.3 Inspection System Requirements - The supplier shall provide and maintain an inspection/quality system acceptable to the Government. The inspection system requirements for this contract/purchase order shall be in accordance with MIL-I-45208. Suppliers certified to perform under ISO 9001 or ISO 9002 are granted permission to utilize the one desired in lieu of MIL-I-45208.

CLIN: 0003
NIIN: 016238437
ITEM NAME: INERTIAL NAVIGATION

ACTIVITY USE ONLY: TDP VERSION NO.: 001

4. QUALITY ASSURANCE

4.1 Responsibility for Compliance - All items must meet all requirements of this contract/purchase order. The inspection set forth in this specification shall become a part of the Contractor's overall inspection system or quality program. The absence of any inspection requirements shall not relieve the Contractor of the responsibility of assuring that all products or supplies submitted to the Government for acceptance comply with all requirements of the contract/purchase order. Sampling in quality conformance does not authorize submission of known defective material, either indicated or actual, nor does it commit the Government to acceptance of defective material.

4.2 Records - Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of contract/purchase order and for a period of 365 calendar days after final delivery of supplies.

4.3 Inspection System Requirements - The supplier shall provide and maintain an inspection/quality system acceptable to the Government. The inspection system requirements for this contract/purchase order shall be in accordance with MIL-I-45208. Suppliers certified to perform under ISO 9001 or ISO 9002 are granted permission to

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

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

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

(2) INSPECTION/ACCEPTANCE LOCATION. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.
 (<SOURCE>)(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

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

FILED NAME IN WAWF	ROUTING DATA TABLE*
Pay Official DoDAAC:	<TBD>
Issue By DoDAAC	<SPRMM1>
Admin DoDAAC	<.>
Inspect By DoDAAC	<.>
Ship to Code	<.>
Ship From Code:	<.>
Mark For Code:	<.>
Service Approver (DoDAAC)	<.>
Service Acceptor (DoDAAC)	<.>
Accept at Other DoDAAC	<.>
LPO DoDAAC	<.>
DCAA Auditor DoDAAC	<.>
Other DoDAAC(s):	<.>

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

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

(5) WAWF EMAIL NOTIFICATIONS. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the systems.
 < > (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 0262.07, at 717-606-1134 or via shirley.young@navy.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-818-5988.

PART I - THE SCHEDULE
 SECTION H
 SPECIAL CONTRACT REQUIREMENTS

AVSUPWSSHA21
 NOTICE OF ASSIGNMENT (MAR 2000)

When a contract is to be assigned pursuant to the FAR 52.232-23 "Assignment of Claims" Clause Incorporated by reference in Section I Contract Clauses of this document, the assignee shall forward a true copy of the instrument of assignment, (i.e., a certified duplicate or Photostat copy of the original assignment), and an original and three (3) copies of the Notice of Assignment to:

**IAVSUPWSSHA21 (CONT)
NOTICE OF ASSIGNMENT (MAR 2000)**

- A. Administrative Contracting Officer (ACO) located at the contract administration office specified herein,
- B. The surety or sureties, if any, on any bond applicable to the contract, and
- C. Disbursing Officer designated in the contract to make payment.

**PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES**

**62.204-7
SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

**62.225-7037
EVALUATION OF OFFERS FOR AIR CIRCUIT BREAKERS (JUNE 2005)**

**62.225-7016
RESTRICTION 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, its outlying areas, or Canada; and
- (2) For each ball or roller bearing, the cost of the bearing components manufactured in the United States, its 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 as

- (1) Commercial components of a noncommercial end product; or
- (2) Commercial or noncommercial components of a commercial component of 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 Clause 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, all bearings that contain specialty metals, as defined in that 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.

**62.219-7003
SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (OCT 2014)**

This clause supplements the Federal Acquisition Regulation 62.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) Definitions. "Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual at the department or agency level who is registered in eSRS and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the department or agency.

(b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as

**252.219-7003 (CONT)
SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (OCT 2014)**

amended, may count toward its small disadvantaged business goal, subcontracts awarded to-

- (1) Protege firms which are qualified organization employing the severely disabled; and
- (2) Protege firms which are qualified organizations employing the severely disabled; and

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small business, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency within DoD that administers the majority of the Contractor's individual subcontracting plans. An example would be Defense Finance and Accounting Service or Missile Defense Agency.

(2) For DoD, the authority to acknowledge receipt or reject reports in

eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) Except as provided in (f)(2)(iii), the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractor's individual subcontracting plans.

(iii) The authority to acknowledge receipt or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

(< >) Alternate I (Oct 2014). As prescribed in 219.7008(b)(1)(A)(2), substitute the following paragraph (f)(1)(1) for (f)(1)(i) in the basic clause:

(f)(1)(1) The Standard Form 294 Subcontracting Report for Individual Contract form; paragraph (f)(2)(1) is inapplicable.

**SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
(DEVIATION 2013-00014)(AUG 2013)**

(a) Definitions. As used in this clause-

Summary Subcontract Report (SSR) Coordinator," means the individual who is registered in eSRS at the Department of Defense (8700)

(h)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor identifies the Government Agency in Block 7 ("Agency to which the report is being submitted") by selecting the Department of Defense (DoD) (8700)" from the top of the second dropdown menu. Do not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

**52.232-7003
ELECTRONIC SUBMISSION OF PAYMENT REQUESTS & RECEIVING REPORTS (JUN 2012)**

**2.203-8
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2008)**

Alternate I (OCT 1995) applies to the acquisition of commercial items.

**52.225-7001
BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 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).

>
>
>

**52.225-7012
REFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)**

**52.244-7000
SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)**

(a) The Contractor is not required to flow down the terms of any Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial items at any tier under this contract, unless so specified in the particular clause.

(b) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligation.

(c) The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.

**52.219-9D
SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) WITH
SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) (AUG 2013)**

(< >) Alternate I (OCT 2014) applies when contracting by sealed bidding.

(< >) Alternate II (OCT 2001) applies when contracting by negotiation (subcontracting plans are required with initial proposals).

(< >) Alternate III (Jul 2014) applies if a contract award/modification is issued, but a Contract Action Report (CAR) will NOT be entered into the Federal Procurement Data System (FPDS) because disclosure would compromise national security.

When entering either "Individual Subcontracting Reports" (ISR) or "Summary Subcontracting Reports" (SSR) in the Electronic Subcontracting Reporting System (eSRS), the contractor must enter the email address for the appropriate Contracting Official. The NAVICP eSRS Contracting Official for this contract is (< BRANDON.BERNHARD >)@DLA.MIL

NOTE: If the contractor has an approved Commercial Subcontracting Plan, submission of "Individual Contracting Reports" (ICR) is not required. The authority to acknowledge or reject "Summary Subcontracting Reports" (SSR) for a Commercial Subcontracting Plan resides with the Contracting Officer who approved the commercial plan itself, not the Contracting Officer who signed the individual contract. The contractor must enter into eSRS the email address of the Contracting Officer who approved the Commercial Subcontracting Plan as the Contracting Official for all contracts covered by this plan, no matter which Government activity issued the contract.

SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) (AUG 2013)

(1)
(2)
(1)

**52.219-9D (CONT)
SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) WITH
SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) (AUG 2013)**

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

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

**52.222-3B
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)).

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

**252.247-7023
TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)**

If checked, the alternate below applies:

(< >) Alternate I (APR 2014)(Applies if any of the supplies to be transported are commercial items that are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations.)

(< >) Alternate II (APR 2014)(Applies if any of the supplies to be transported are commercial items that are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.)

**252.225-7015
RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUNE 2005)**

**352.216-7005
ORDERING (MAY 2011)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from <DATE OF CONTRACT AWARD> through <END OF EFFECTIVE ORDERING PERIOD> (insert dates).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

**52.225-7028
EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)**

**52.204-7004
ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)**

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

**52.204-7004 (CONT)
ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)**

(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 CAGE 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 the 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."

**52.218-18
ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than <1 EACH> (insert dollar figure or quantity), the Government is not obligated to purchase, not is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for single item in excess of <96 > (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of <288> (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within <30> days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.218-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within <16> days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.218-22
INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after <1900 DAYS AFTER CONTRACT AWARD> (PROPOSED DELIVERY TIME) AFTER CONTRACT EXPIRATION

**52.217-6
OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within **<15 DAYS** (insert the period of time within which the Contracting Officer may exercise the option); provided that the government gives the Contractor a preliminary written notice of its intent to extend at least **<30 DAYS>** days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **<5 YEARS**

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

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

**52.232-33
PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

**52.219-8
UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**

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

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

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

**52.212-5
CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JULY 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.208-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (3) 52.233-3, Protest After Award (AUG 1998) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78)(19 U.S.C. 1805 note)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items. (Contracting Officer check as appropriate.)

(< >) (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(< >) (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(< >) (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2009) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

(< >) (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 112-282) (31 U.S.C. 8101 note).

12.212-B (CONT)
 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDER
 IS--COMMERCIAL ITEMS (JULY 2014)

- (< >)(5) Reserved
- (< >)(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (< >)(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (< >)(8) 52.209-8, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).
- (< >)(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (< >)(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-181).
- (< >)(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (< >)(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- (< >)(11) Alternate I (Jan 2011) of 52.219-4.
- (< >)(13) Reserved
- (< >)(1) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- (< >)(11) Alternate I (Nov 2011).
- (< >)(11) Alternate II (Nov 2011).
- (< >)(15) (1) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (< >)(11) Alternate I (Oct 1995) of 52.219-7.
- (< >)(11) Alternate II (Mar 2004) of 52.219-7.
- (< >)(18) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- (< >)(17) (1) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637 (d)(4)).
- (< >)(11) Alternate I (Oct 2001) of 52.219-9.
- (< >)(11) Alternate II (Oct 2001) of 52.219-9.
- (< >)(iv) Alternate III (July 2010) of 52.219-9.
- (< >)(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (< >)(19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (< >)(20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (< >)(21) (1) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 632(a)(2)).
- (< >)(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2)).
- (< >)(23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013)(15 U.S.C. 637(m)).
- (< >)(24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013)(15 U.S.C. 637(m))/
 (< >)(25) Convict Labor (June 2003) (E.O. 11755).
- (< >)(26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014)(E.O. 13126)
- (< >)(27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (< >)(28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (< >)(29) 52.222-36, Equal Opportunity for Veterans (Jul 2014) (38 U. S.C. 4212).
- (< >)(30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793)
- (< >)(31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- (< >)(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (< >)(33) 52.222-54, Employment Eligibility Verification (Aug 2013).(Executive Order 12989).(Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (< >)(33) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803)
- (< >)(34) (1) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA--Designated Items (May 2008) (42 U.S.C. 6962 (c)(3(A)(i)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (< >)(11) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962 (f)(2)(C)).(Not applicable to the acquisition of commercially available off-the-shelf items.)
- (< >)(35) (1) 52.223-13, Acquisition of EPEAT--Registered Television (Jun 2014)(E.O.s 13423 and 13514).
- (< >)(11) Alternate I (Jun 2014) of 52.223-14
- (< >)(37) 52.223-16, Energy Efficiency in Energy-Consuming Products
 Dec 2007) (42 U.S.C. 6259b).
- (< >)(38) (1) 52.223-18, Acquisition of EPEAT - Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- (< >)(11) Alternate I (Jun 2014) of 52.223-18.
- (< >)(39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- (< >)(40) 52.225-1, Buy American Supplies (May 2014) (41 U.S.C. chapter 83).
- (< >)(44) (1) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-63, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (< >)(11) Alternate I (May 2014) of 52.225-3.

52.212-5 (CONT)

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JULY 2014)

- (< >)(11) Alternate II (May 2014) of 52.225-3.
- (< >)(iv) Alternate III (May 2014) of 52.225-3.
- (< >)(42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (< >)(43) 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).
- (< >)(44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 882, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).
- (< >)(45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (< >)(46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (< >)(47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4506, 10 U.S.C. 2307(f)).
- (< >)(48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4506), 10 U.S.C. 2307(f)).
- (< >)(49) 52.232-33, Payment by Electronic Funds Transfer-- System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (< >)(50) 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (< >)(51) 52.232-38, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (< >)(52) 52.230-1, Privacy or Security Safeguards (Aug 1988) (5 U.S.C. 552a).
- (< >)(53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2008) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2831).
- (< >)(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate)

- (< >)(1) 52.222-41, Service Contract Labor Standards (May 2014)(41 U.S.C. chapter 67).
- (< >)(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 208 and 41 U.S.C. chapter 87).
- (< >)(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 208 and 41 U.S.C. chapter 87).
- (< >)(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014)(29 U.S.C. 208 and 41 U.S.C. chapter 87).
- (< >)(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014)(41 U.S.C. chapter 67).
- (< >)(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014)(41 U.S.C. chapter 87).
- (< >)(7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
- (< >)(8) 52.228-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- (< >)(9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).
- (< >)(10) 52.222-56, Minimum Wages Under Executive Order 13858 Dec 2014)(Executive Order 13858).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.216-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract or commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the

**2.212-5 (CONT)
CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDER
S--COMMERCIAL ITEMS (JULY 2014)**

Clause-

- (4) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)
- (ii) 52.219-8, Utilization of Small Business Concerns (May 2014) (16 U.S.C. 837(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13485). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-36, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- (vi) 52.222-38, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (vii) 52.222-17, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)
- (viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67)
- (x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).
- (xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xiv) 52.226-28, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xv) 52.228-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792) Flow down required in accordance with paragraph (e) of FAR clause 52.228-6.
- (xvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2008) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2831). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (xvii) 52.222-56, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations

(< >) Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(1), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause"

(< >) Alternate II (Dec 2014). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d) (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 86 of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
- (ii) Interview any officer or employee regarding such transactions.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-

- (i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
- (ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (B) 52.203-16, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1563 of Pub. L. 111-5).
- (C) 52.219-8, Utilization of Small Business Concerns (May 2014) (16 U.S.C. 837(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (E) 52.222-36, Equal Opportunity for Veterans (Jul 2010) (38 U.S.C. 4212).
- (F) 52.222-38, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O.

52.212-5 (CONT)**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JULY 2014)**

- 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (H) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. 67).
 - (I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - (J) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. Chapter 67).
 - (K) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. Chapter 67).
 - (L) 52.222-54, Employment Eligibility Verification (Aug 2013).
 - (M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- Flow down required in accordance with paragraph (e) of FAR clause 52.228-8.
- (N) 52.247-64, Preference for Privately Owned U.S.—Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
 - (O) 52.222-56, Minimum Wages Under Executive Order 13658 (Dec 20 14) Executive Order 13658).

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEVIATION 2013-00019) (Jul 2014)

- (a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records — Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-36, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
 - (vi) 52.222-38, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
 - (viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 3496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (ix) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seq.)
 - (x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (xi) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
 - (xii) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009)(41 U.S.C. 351, et seq.)
 - (xiii) 52.222-54, Employment Eligibility Verification (Jul 2012).
 - (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
- Flow down required in accordance with paragraph (e) of FAR clause 52.228-8.
- (xvi) 52.247-64, Preference for Privately Owned U.S.—Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

< >) Alternate I (2013-00019) (Jul 2014). As prescribed in 12.301(b)(4), delete paragraph (a) from the basic

CLIN: 0001
 NIIN: 018238425
 ITEM NAME: INERTIAL NAVIGATION

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
 SECTION J
 LIST OF ATTACHMENTS

TDP VERSION NO.: 001
 DOCUMENT NAME
 NOTES

EXHBT/ATTCHMNT
 ATTACHMENT 1

CLIN: 0003
 NIIN: 018238437
 ITEM NAME: INERTIAL NAVIGATION

CLIN: 0002
 NIIN: 018238432
 ITEM NAME: INERTIAL NAVIGATION
 TDP VERSION NO.: 001

DOCUMENT NAME
 NOTES

EXHBT/ATTCHMNT
 ATTACHMENT 1

TDP VERSION NO.: 001
 DOCUMENT NAME
 NOTES

EXHBT/ATTCHMNT
 ATTACHMENT 1

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

52.212-3

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

The offer shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certifications electronically via the Systems for Award Management (SAM) Website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the offeror shall complete only paragraphs (c) through (p) of this provision.

(a) Definitions. As used in this provision -

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditional owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management; identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the criteria specified in 8 U.S.C. 185(b), applied in accordance with the rules and definitions of 8 U.S.C. 385(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Food and Related Consumables;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9810, Ores;
- (9) PSC 9820, Minerals, Natural and Synthetic; and
- (10) PSC 9830, Additive Metal Materials.

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

"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

I2.212-3 (CONT)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Investment 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.

"Sensitive technology"--

(1) Means hardware, software, telecommunication equipment, or an other technology that is to be used specifically--

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern

(1) Means a small business concern

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$760,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

52.212-3 (CONT)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are currently, 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 paragraphs _____. (Offer to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purpose of this solicitations only, if any. 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. 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 electronically on SAM.)

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offer or represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision. The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. Completed only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. Completed only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offer represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. (Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.) The offeror represents that-

(i) It () is, () is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture;

(Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.)

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. (Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision). The offeror represents that-

(i) It () is, () is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decision have been issued that affects its eligibility, and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. (The offer shall enter the name or names of the EDWOSB concern and other small business that are participating in the joint venture: _____ (Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.)

(8) Women-owned business concern (other than small business concern (other than small business concern)). (Complete only if the offeror is a women-owned business and did not represent itself as a small business concern in paragraph (c)(1) of this provision). The offeror represents that it () is, () is not a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

2.212-3 (CONT)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that—

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It () is, () is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. (The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.) Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 12488—

(1) Previous contracts and compliance. The offeror represents that—

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

(ii) It () is, () is not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 30-1 and 80-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1996 have made a lobbying contact on behalf of the offeror with respect of this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.226-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those 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 (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies." (2) Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.226-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement

52.212-3 (CONT)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli End Products:

Line Item No. Country of Origin

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those 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 (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No. Country of Origin

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

Canadian or Israeli End Products:

Line Item No. Country of Origin

(List as necessary)

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act"; Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian

12.212-3 (CONT)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

End Products) or Israeli End Products:
Line Item No. Country of Origin

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-6, Trade Agreements, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (g)(45)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:
Line Item No. Country of Origin

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S. made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12880). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) () Have, () Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax

52.212-3 (CONT)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at

(1) Listed End Product.

Listed End Product	Listed Countries of Origin
< >	< >
< >	< >
< >	< >
< >	< >

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

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

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

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

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards.

(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies)

(< >) (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () or does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment if commercial customers.

(< >) (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(ii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

12.212-3 (CONT)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

(11) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(1) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050N, and implementing regulations issued by the Internal Revenue Services (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amount arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6048-4;

Other: _____

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____

TIN _____

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

(n) Prohibition on Contracting with Inverted Domestic Corporation

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that-

(1) It is not an inverted domestic corporation; and

(1i) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at

CISADA108@state.gov

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act, and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sda.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(1) This solicitation includes a trade agreement certification (e.g., 62.212-3(g) or a comparable agency provision); and

(1i) The offer has certified that all the offered products to be supplied are designated country end products.

B2.212-3 (CONT)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represent that it () has or () does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (8) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate Owner CAGE code: _____

Immediate owner legal name: _____

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

Is the immediate owner owned or controlled by another entity:

() Yes or () No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____

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

(< >) Alternate I (OCT 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(10) of this provision.

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Island, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

B2.219-1

SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(18).

"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 under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as

**52.218-1 (CONT)
SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)**

defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(1) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(1) and (1) of this definition.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is <335313> (insert NAICS 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.

(c) Representations.

(1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, that it () is, () is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program (Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.) The offeror represents as part of its offer that

(i) It () is, () is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____ Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. (Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.) The offeror represents as part of its offer that—

(i) It () is, () is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decision have been issued that affects its eligibility; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. The offeror shall enter the names or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is () is not a service-disabled veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a small veteran-owned business concern in paragraph (c)(6) of this provision. The offeror represents, as part of its offer, that it () is not () a service-disabled veteran-owned small business concern.

(8) (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision) The offeror represents as part of its offer, that

(i) It () is, () is not HUBZONE Small Business Concerns maintained by the Small Business Administration,

**52.219-1 (CONT)
SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)**

and no material changes, in ownership and control, principal office, or HUBZone employee percentage have, occurred since it was certified in accordance with 13 CFR part 120; and

(1) It () is, () is not a HUBZONE joint venture that complies with the requirements of 13 CFR part 120, and the representation in paragraph (c)(8)(i) of this provision is accurate for each, HUBZone small business concern participating in the HUBZone joint venture. (The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture _____.) Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d) any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 38 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall

- (i) Be punished by imposition of fine, imprisonment, or both
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(< >) ALTERNATE I (May 2014). As prescribed in 19.309(a)(2), add the following paragraph (b)(8) to the basic provision:

(9) (Complete if offeror represented itself as disadvantaged in paragraph (b) (2) of this provision.) The offeror shall check the category in which its ownership falls:

- _____ Black American.
- _____ Hispanic American.
- _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- _____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- _____ Individual/concern, other than one of the preceding.

252.209-7999

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A 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. ... 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 this 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.

52.225-7035

BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS CERTIFICATE (NOV 2014)

(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,"

252.225-7035 (CONT)

BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS CERTIFICATE (NOV 2014)

and "United States," as used in this provision, have the meanings given in the Buy American-Free Trade Agreements-Balance of Payments Program-Basic 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 the Buy American-Free Trade Agreements- Balance of Payments Program-Basic clause of this solicitation, will evaluate offers of qualifying country 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) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American-Free Trade Agreements-Balance of Payments Program-Basic 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)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products 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 (NOV 2014)

As prescribed in 225.1101(9)(ii), use the following provision, which uses "Canadian end product" in paragraph (a), rather than the phrase "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; uses phrase "Canadian end products" in paragraphs (b)(2) and (c)(2)(i), rather than "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 does not use "Australian or" in paragraph (c)(2)(i).

(< >) ALTERNATE II (NOV 2014)

As prescribed in 225.1101(9)(iii), use the following provision, which adds "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" to paragraph (a), uses different paragraph (b)(2) and (c)(2)(i) than the basic provision.

**252.225-7035 (CONT)
BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS CERTIFICATE (NOV 2014)**

(b)(2) For line items subject to the Buy American-Free Trade Agreements -Balance of Payments Program-Alternate II clause of this solicitation, 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 (NOV 2014)
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" as used in this provision have the meanings given in the Buy American-Free-Trade-Agreements-Balance of Payments Program -Alternate III clause of this solicitation.

(b)(2) for line items subject to the Buy American-Free Trade Agreements Balance of Payments Program-Alternate III clause of this solicitation, 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.

(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), use the following provision, which adds of "Korean end product" to paragraph (a) and uses "Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products" phrase in paragraphs (b)(2) and (c)(2)(ii), rather than for the phrase "Free Trade Agreement country end products other than Peruvian end products" in paragraph (b)(2) and (c)(2)(ii) of the basic provision.

(< >) ALTERNATE V (NOV 2014) As prescribed in 225.1101(10)(i)(F), use the following clause, which adds Korean end product, South Caucasus/Central and South Asian (SC/CASA) state end product to paragraph (a), and uses a different paragraph (c) than 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 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.

252.225-7035 (CONT)

BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS CERTIFICATE (NOV 2014)

(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)

252.225-7000

BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE -BASIC (NOV 2014)

(a) Definitions. "As used in this clause

"Commercially available off-the-shelf (COTS) item,"

(1) Means any item of supply (including construction material) that is-

- (A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation;
 - (B) Sold in substantial quantities in the commercial marketplace; and
 - (C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (ii) Does not include bulk cargo, as defined in 48 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into an end product.

"Domestic end product," " " means-

(1) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if-

(A) The cost of its qualifying country, "components and its components that are mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that-

(1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(2) It is inconsistent with the public interest to apply the restrictions of the Buy American statute; or

(B) The end product is a COTS item.

"End product" means those articles, materials, and supplies to be acquired under this contract for public use.

"Foreign end product" means an end product other than a domestic end product.

"Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

252.225-7000 (CONT)

BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE -BASIC (NOV 2014)

Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Egypt, Finland, France, Germany, Greece, Israel, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Spain, Sweden, Switzerland, Turkey, United Kingdom of Great Britain and Northern Ireland.

"Qualifying country component" means a component mined, produced, or manufactured in a qualifying country.

"Qualifying country end product, means-

- (i) An unmanufactured end product mined or produced in a qualifying country ; or
 - (ii) An end product manufactured in a qualifying country if -
 - (A) The cost of the following types of components exceeds 50 percent of the cost of all its components:
 - (1) Components mined, produced, or manufactured in a qualifying country
 - (2) Components mined, produced, or manufactured in the United States.
 - (3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
 - (B) The end product is a COTS item.
- United States means the 50 States, the District of Columbia, and outlying areas.
- (b) This clause implements 41 U.S.C chapter 83, Buy American. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (see section 12.505(a)(1) of the Federal Acquisition Regulation). Unless otherwise specified, this clause applies to all line items in the contract.
 - (c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractors option, a domestic end product.
 - (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

< > Alternate I.(NOV 2014)As prescribed in 225.1101(2)(11), use the following clause, which adds South Caucasus/Central and South Asian (SC/CASA) state and South Caucasus/Central and South Asian (SC/CASA) state end product to paragraph (a), and uses different paragraphs (b) and (c) than the basic clause:

(a) Definitions. As used in this clause

- Commercially available off-the-shelf (COTS) item (i) Means any item of supply (including construction material) that is
 - (A) A commercial item (as defined in paragraph (1) of the definition of commercial item in section 2.101 of the Federal Acquisition Regulation);;
 - (B) Sold in substantial quantities in the commercial marketplace; and
 - (C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into an end product.

Domestic end product means-

- (1) An unmanufactured end product that has been mined or produced in the United States; or
- (ii) An end product manufactured in the United States if-
 - (A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that-

- (1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

- (2) It is inconsistent with the public interest to apply the restrictions of the Buy American statute; or

252.225-7000 (CONT)**BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE -BASIC (NOV 2014)**

(B) The end product is a COTS item

South Caucasus/Central and South Asian (SC/CASA) state means Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Pakistan, Tajikistan, Turkmenistan, or Uzbekistan.

South Caucasus/Central and South Asian (SC/CASA) state end product means an article that

- (i) Is wholly the growth, product, or manufacture of an SC/CASA state; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an SC/CASA state into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

United States means the 50 States, the District of Columbia, and outlying areas. (b) This clause implements the Balance of Payments Program. Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product or an SC/CASA state end product, the Contractor shall deliver a qualifying country end product, an SC/CASA state end product, or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

52.225-25**PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS (DEC 2012)****NAVSUPWSSKA04****PRICING INFORMATION (JUNE 2005)**

(a) Under the requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining reasonableness of pricing. To assist in determining whether the prices quoted in your offer under subject solicitation are "fair and reasonable," the following information is requested:

1. A copy of the current catalog or established price list for the articles covered by the offer, or information where the established price may be found.

2. A statement that such catalog or established price list: (a) Is regularly maintained

(b) Is published or otherwise available for inspection by customers.

(c) States the prices at which sales are currently made to a number of buyers.

3. A statement that such articles are commercial items sold in substantial quantities to the general public, at the prices listed in the above-mentioned catalog or established price list.

4. A statement that the price quoted herein including consideration of any discount or rebate arrangement, does not exceed prices charged the offeror's most favored customer for like items in similar quantities under comparable conditions.

(b) The offeror is requested to submit the following pricing information on not less than the three most recent sales of, or pricing quotations for, any of the articles being procured hereunder or articles similar hereto. Where the pricing information furnished is on similar articles, the offeror shall advise that the articles are not identical to the articles required hereunder and shall briefly indicate the differences in such articles. Pricing information furnished should be as current as possible and, to the extent possible, should be on quantities required hereunder.

DATE OF SALE	QUANTITY OF QUOTE	UNIT PRICE	CUSTOMER CONTRACT NO.	CUSTOMER
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(c) In addition, the offeror is requested to advise whether the proposed prices are, or can be, tied-in with production prices under prime contracts or subcontracts by furnishing the dates for previous and anticipated production lot releases and numbers in the spaces provided below:

NAVSUPWSSKA04 (CONT)
PRICING INFORMATION (JUNE 2005)

CONTRACT NO. PRODUCTION LOT NO. DATE RELEASED DATE OF ANTICIPATED RELEASE

(d) Offerors are further requested to advise the Government buyer if they are in possession of any other Government or commercial solicitation or recent contract, not already set forth above, for any of the articles being procured hereunder.

(e) If cost or pricing data are required under this contract, the submission of the pricing information sought under this clause in no way affects or diminishes the offeror's independent duty to submit accurate, complete, and current cost or pricing data.

52.222-18
CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS
(FEB 2001)

(a) Definition. Forced or indentured child labor means all work or service—
(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product
< >
< >

Listed Countries of Origin
< >
< >

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

252.209-7983
REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR
A FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2014 APPROPRIATIONS (DEVI
ATION 2014-00008) (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

**252.209-7993 (CONT)
 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)**

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.

**52.209-7
 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) Definitions. As used in this provision-

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

"Federal contracts and grants with total value greater than \$10,000,000" means-

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

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

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

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

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in-
- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

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

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

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

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

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

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

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

- (1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force) contingent fees in any amount.
- (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

252.204-7011**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		

NAVSUPNSSLA18**REVIEW OF AGENCY PROTESTS (FEB 2013)**

(Applicable when FAR clause 52.233-2 and/or 52.233-3 are included).

In accordance with FAR Subpart 33.103(d)(4), interested parties may request an independent review of their protest at a level above the contracting officer. The request for an independent review may be made in lieu of a protest to the contracting officer, or as an appeal of a contracting officer decision on a protest. If an agency appellate review of the contracting officer's decision on a protest is requested, it will not extend GAO's timeliness requirements. An subsequent protest to the GAO must be filed within 10 days of knowledge of the initial adverse agency action.

The individual who will conduct the independent review is the Chief of the Contracting Office (CCO). Interested parties requesting to have an independent review of a protest or to appeal a contracting officer protest decision shall address their correspondence to:

**NAVSUPWSSLA18 (CONT)
REVIEW OF AGENCY PROTESTS (FEB 2013)**

For solicitations or contracts issued by DODAAC N00104--

Independent Protest Review Official
NAVSUP WSS Code 02
Building 410, South End, Bay A30
6450 Carlisle Pike, PO Box 2020
Mechanicsburg, PA 17065-0788

For solicitations or contracts issued by DODAAC N00383--

Independent Protest Review Official
NAVSUP WSS Code 02
Building 1, Rm. 2209
700 Robbins Avenue
Philadelphia, PA 19111-6088

**NAVSUPWSSLA19
CONSIGNMENT INSTRUCTIONS (MAY 2010)**

Consignment 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 NAVSUP Weapon System Support (WSS) Fleet Locator at: Commercial 757-443-5434 or JSN 646-6434

**NAVSUPWSSLA24
SUBMISSION OF OFFERS FOR LOWEST PRICED, TECHNICALLY ACCEPTABLE OFFERS (OCT 2001)**

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

Standard Form 33 "Solicitation, Offer, and Award" with Block 14 through 18 completed by the offeror, and

RFP Section B "Schedule of Supplies" completed by the offeror, and

RFP Section K "Representations, Certifications and Other Statements of Offerors" completed by the offeror.

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

Alternate proposals are not authorized.

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

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

**NAVSUPWSSMAC8
EVALUATION FOR AWARD (LOWEST PRICED TECHNICALLY ACCEPTABLE) (OCT 2001)**

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

CLIN: 0001
 NIIN: 010230425
 ITEM NAME: INERTIAL NAVIGATION

ACTIVITY USE ONLY: TDP VERSION NO.: 001

6. NOTES

6.1 Ordering Information for Document References - The Department of Defense Single Stock Point (DODSSP), Website <http://www.dsp.dla.mil/>, provides product information for the Department Of Defense Index Of Specifications and Standards (DODISS) (i.e. Military/Federal Specifications and Standards), Data Item Descriptions (DIDs), and other DODSSP Products.

A. Availability of Cancelled Documents - The DODSSP offers cancelled documents that are required by private industry in fulfillment of contractual obligations in paper format. Documents can be requested by phoning the Subscription Services Desk.

B. Commercial Specifications, Standards, and Descriptions - These specifications, standards and descriptions are not available from Government sources. They may be obtained from the publishers of the applicable societies.

C. Ordnance Standards (OS), Weapons Specifications (WS), and NAVORD OSTD 600 Pages - These type publications may be obtained by submitting a request to:

Commander, Indian Head Division, Naval Surface Warfare Center
 Code 8410P, 101 Strauss Avenue
 Indian Head, MD 20640-5035

D. On post-award actions, requests for "Official Use Only" and "NOFORN" (Not Releasable To Foreign Nationals) documents must identify the Government Contract Number, and must be submitted via the cognizant Defense Contract Management Command (DCMC) for certification of need for the document. On pre-award actions such requests must be submitted to the PCO for certification of need for the document.

E. NOFORN Military Specifications and Standards (including Amendments, Change Notices and Supplements, but NOT interim Changes) to be ordered from:

Contracting Officer
 NAVICP-MECH
 Code 87321
 5450 Carlisle Pike
 P.O. Box 2020
 Mechanicsburg, Pa. 17055-0788

F. Nuclear Reactor Publications Assigned NAVSEA Documents and Identification Numbers (i.e. NAVSEA Welding Standard, NAVSEA 250-1500-1) are to be ordered from:

Commanding Officer
 NAVICP-MECH
 Code 009
 5450 Carlisle Pike
 P.O. Box 2020
 Mechanicsburg, Pa. 17055-0788

G. Technical Manuals Assigned NAVSEA Identification Numbers (i.e. NAVSEA Welding And Brazing Procedure, NAVSEA S9074-AQ-GIB-010/248) are to be ordered from:

Naval Inventory Control Point
 Code 1 Support Branch
 700 Robbins Avenue
 Philadelphia, Pa. 19111-5094

H. Interim Changes and Classified Specifications shall be obtained by submitting a request on DD Form 1425 to NAVICP-MECH.

6.2 In accordance with OPNAVINST 5510.1 all documents and drawings provided by the U.S. Navy to perspective Contractors must include a "Distribution Statement" to inform the contractor of the limits of distribution, and the safeguarding of the information contained on those documents and drawings.

There are 7 (seven) separate distribution statement codes used for non-classified documents and drawings. The definition for each is as follows:

A... approved for public release; distribution is unlimited.

B... distribution authorized to US Governments agencies only.

C... distribution authorized to US Government agencies and their contractors.

- D... distribution authorized to DoD and DoD contractors only.
 E... distribution authorized to DoD Components only.
 F... further distribution only as directed by Commander, Naval Sea Systems Command, code 09T.
 X... distribution is authorized to US Government agencies and private individuals or enterprises eligible to obtain export controlled technical data in accordance with OPNAVINST 5510.161.

CLIN: 0002
 NIIN: 016236432
 ITEM NAME: INERTIAL NAVIGATION

ACTIVITY USE ONLY: TDP VERSION NO.: 001

B. NOTES

B.1 Ordering Information for Document References - The Department of Defense Single Stock Point (DODSSP), Website <http://www.dsp.dla.mil/>, provides product information for the Department Of Defense Index Of Specifications and Standards (DODISS) (i.e. Military/Federal Specifications and Standards), Data Item Descriptions (DIDs), and other DODSSP Products.

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B. Commercial Specifications, Standards, and Descriptions - These specifications, standards and descriptions are not available from Government sources. They may be obtained from the publishers of the applicable societies.

C. Ordnance Standards (OS), Weapons Specifications (WS), and NAVORD OSTD 600 Pages - These type publications may be obtained by submitting a request to:

Commander, Indian Head Division, Naval Surface Warfare Center
 Code 8410P, 101 Strauss Avenue
 Indian Head, MD 20640-6035

D. On post-award actions, requests for "Official Use Only" and "NOFORM" (Not Releasable To Foreign Nationals) documents must identify the Government Contract Number, and must be submitted via the cognizant Defense Contract Management Command (DCMC) for certification of need for the document. On pre-award actions such requests must be submitted to the PCO for certification of need for the document.

E. NOFORM Military Specifications and Standards (including Amendments, Change Notices and Supplements, but NOT Interim Changes) to be ordered from:

Contracting Officer
 NAVICP-MECH
 Code 87321
 5450 Carlisle Pike
 P.O. Box 2020
 Mechanicsburg, Pa. 17055-0788

F. Nuclear Reactor Publications Assigned NAVSEA Documents and Identification Numbers (i.e. NAVSEA Welding Standard, NAVSEA 260-1500-1) are to be ordered from:

Commanding Officer
 NAVICP-MECH
 Code 009
 5450 Carlisle Pike
 P.O. Box 2020
 Mechanicsburg, Pa. 17055-0788

G. Technical Manuals Assigned NAVSEA Identification Numbers (i.e. NAVSEA Welding And Brazing Procedure, NAVSEA 1074-AQ-GIB-010/248) are to be ordered from:

Naval Inventory Control Point
 Code 1 Support Branch
 700 Robbins Avenue
 Philadelphia, Pa. 19111-6094

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- D... distribution authorized to DoD and DoD contractors only.
- E... distribution authorized to DoD Components only.
- F... further distribution only as directed by Commander, Naval Sea Systems Command, code 09T.
- X... distribution is authorized to US Government agencies and private individuals or enterprises eligible to obtain export controlled technical data in accordance with OPNAVINST 5510.161.

CLIN: 0003
 NIIN: 018236437
 ITEM NAME: INERTIAL NAVIGATION

ACTIVITY USE ONLY: TDP VERSION NO.: 001

6. NOTES

6.1 Ordering Information for Document References - The Department of Defense Single Stock Point (DODSSP), Website <http://www.dsp.dla.mil/>, provides product information for the Department Of Defense Index Of Specifications and Standards (DODISS) (i.e. Military/Federal Specifications and Standards), Data Item Descriptions (DIDs), and other DODSSP Products.

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- F... further distribution only as directed by Commander, Naval Sea Systems Command, code 09T.
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