

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>	THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE	PAGE OF PAGES 1 68
---	--	---------------------------------------

1. REQUEST NO. SPRPA1-15-R-011W	2. DATE ISSUED 06 May 2015	3. REQUISITION/PURCHASE REQUEST NO. N00383-15-MPZ-Z451	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
---	--------------------------------------	--	--	--------

5a. ISSUED BY DEFENSE LOGISTICS AGENCY AVIATION PHILADELPHIA 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5098 Buyer: Kristen Spahr, Code APAC.21 EMail: kristen.spahr@dla.mil	6. DELIVER BY (Date) 90 DAYS
---	--

5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)
NAME Kristen Spahr	TELEPHONE NUMBER	9. DESTINATION
AREA CODE 215	NUMBER 697-6033	a. NAME OF CONSIGNEE

8. TO:		SEE SCHEDULE
a. NAME	b. COMPANY	b. STREET ADDRESS
c. STREET ADDRESS		c. CITY
d. CITY	e. STATE	f. ZIP CODE
	d. STATE	e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 08 June 2015	IMPORTANT: This is a request for information, and quotations furnished are not officers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.
--	--

11. SCHEDULE (Include applicable Federal, State, and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	CRITICAL APPLICATION ITEM				

12. DISCOUNT FOR PROMPT PAYMENT	a.10 CALENDAR DAYS (%)	b.20 CALENDAR DAYS (%)	c.30 CALENDAR DAYS (%)	d. CALENDAR DAY	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are are are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER	
b. STREET ADDRESS				
c. COUNTY			a. NAME (Type or print)	b. TELEPHONE
d. CITY				AREA CODE
	e. STATE	f. ZIP CODE	c. TITLE (Type or print)	
				NUMBER

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

NAVSUPWSSBA09

IMPORTANT NOTICE REGARDING HAZARDOUS MATERIAL (OCT 2006)

FAR clause 52.223-3, Hazardous Material Identification and Material Safety Data Sheet is incorporated by reference in Section I in this solicitation and requires offerors to--

- (1) identify and hazardous material (defined in FED STD 313 as an item or chemical which is a "health or physical hazard" per OSHA in 29 CFR 1910.1200) that will be delivered under a resultant contract, and
- (2) provide a Material Safety Data Sheet meeting OSHA/FED STD 313 requirements for all hazardous material identified.

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

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

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

CLIN: 0001

NIIN: 004999808

ITEM NAME: SHIPPING AND STORAGE

ACTIVITY USE ONLY: TDP VERSION NO.: 006

1. SCOPE

1.1 PRE-AWARD / POST AWARD REQUIREMENTS:

Due to the critical use of this item and its quality history, a pre-award survey and post-award conference may be required for all new manufacturers. For all previous sources, a post-award conference may be recommended.

1.2 Container shell material is <PLASTIC>.

1.3 Manufacturing process is <Rotomolding>.

1.4 When discrepancies exist between these requirements and those on current manufacturer's drawings, contact code containerteamadmin@dla.mil or code N241.10.

1.5 Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with <NAVSUPWSS> drawing number (<80132>) <13414-125> , Revision <LATEST > and all details and specifications referenced therein.

1.6 Unless expressly provided for elsewhere in this clause, equipment such as fixtures, jigs, dies, patterns, mylars, special tooling, test equipment, or any other manufacturing, or any other manufacturing aid required for the manufacture and/or testing of the subject item(s) will not be provided by the Government or any other source and is the sole responsibility of the contractor. The foregoing applies notwithstanding any reference to such equipment or the furnishing thereof that may be contained in any drawing or referenced specification.

1.7 If MIL-STD-454 is referenced in the drawings or in the specification, the contractor is expected to show compliance with IPC/EIAJ-STD-001C.

2. APPLICABLE DOCUMENTS - NOT APPLICABLE

DOCUMENT REFERENCES

SPEC NO.	SLASH NO.	PART NO	REV	DATE	DISTR CD	AMEND	CHG	NTC	SUPP
MIL-I 45208			A	24 JUL 81	A			1	

3. REQUIREMENTS

3.1 One third (1/3) unit of desiccant (MIL-D-3464, Type II nondusting) per cubic foot of container interior volume shall be placed in desiccant holder of each container at time of shipment.

3.2 Reference to Cadmium plating shall be deleted and the following substituted: "Finish shall be electrodeposited alkaline Zinc-Nickel Alloy in accordance with ASTM B 841 Class 1, Type B, Grade 3."

3.3 All containers must be affixed with a nameplate IAW Mil-STD-130 latest revision. The contractor shall contact NAVICP code containerteamadmin@dla.mil or code N241.10 to arrange for First Article Test location. When a First Article Test is required, the contractor shall submit a copy of the drawings, contract, and approved ECP's, deviations, waivers, and modifications in the records receptacle of the container submitted for the First Article.

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

(a) Definition,

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

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

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

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

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

SPI Process: _____

Facility: _____

Military or Federal Specification Standard: _____

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

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

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

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

CLIN: 0001

NIIN: 004999808

TEM NAME: SHIPPING AND STORAGE

ACTIVITY USE ONLY: TDP VERSION NO.: 006

5. PACKAGING- MIL-STD 2073 PACKAGING APPLIES AS FOUND 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/iuid_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, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subtitle, 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.

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

“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.*

(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 repairables and DoD serially managed nonrepairables 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 16022, Information technology – International symbology specification – Data matrix; ECC200 data matrix specification.

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

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

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and 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.*

(i) 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 packages are machine readable 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.

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

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

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

(1) Unique item identifier of the parent item under paragraph (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 WorkFlow (WAWF) in accordance with the clause at [252.232-7003](#). 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 (*fill in*) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

252.211-7006

PASSIVE RADIO FREQUENCY IDENTIFICATION (SEP 2011)

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

NAVSUPWSSDA06

ITEM MARKING REQUIREMENTS (JUN 2006)

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

NAVSUPWSSDA07

PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 2014)

The contractor shall preserve, 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-2073-1E1, "Standard Practice for Military Packaging", Packaging Requirements Code specified in the Schedule. When a Specialized Preservation Code/Method of Preservation (MOP) (Table J-Ia) is specified, and one or more of the following packaging fields (WM, CUD, CT, UC) value is a 00 (numeric), the Specialized Preservation/MOP procedure and materials takes precedence, Disregard "HM" and "LP" fields and replace "SPMK 99" with "00" (numeric). Contractor can access <https://tarp.navsisa.navy.mil> for code interpretation.

1) Contractor shall use material produced by a Qualified Products List (QPL) manufacturer if the required packaging material has a QPL. Barrier materials that have QPLs are MIL-PRF-131, Classes 1 and 3, MIL-PRF-817050, Type 1 and MIL-PRF-22191. These items can be identified by the following packaging field values: PM= "31", "32", "33", "41", "42", "43", "44", "45", "51", "52", "53", "54", "55", "AW", "BD", "DW", "GX"; or UC = "B2", "B3", "B9", "BL", "BS" or "SD". Sources for QPL material can be obtained by contacting 215-697-5842.

b. **IMMEDIATE USE/INSTALLATION AND PART NUMBER BUY SHIPMENTS** - Government PCO or ACO approval to use the packaging standards outlined in this paragraph is required, and is only permitted for all items determined to be for immediate use (e.g. CASREP, AOG, or Repair line stoppage) and part number buy shipments. Any national stock numbered (NSN) item required for immediate use or direct installation, or part number item (authority granted to ship without NSN shall be preserved and packed in accordance with ASTM 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-STO-129R, "Military

Marking for Shipment and Storage". All buys destined for overseas shipment {OCONUS} shall be preserved in accordance with MIL-STO-2073-IE.

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 Bare detailed in MIL-STO-2073-IE, 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 8

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, 6001, 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. DODIAA, DODIAB, 0002AA, 0002AB, etc).
- b. 2D BAR CODE MILITARY SHIPPING LABEL (MSL) - 2D bar code requirements in accordance with MIL-STD-129P, Paragraph 5.2.2.6
- c. RADIO FREQUENCY IDENTIFICATION (RFID) LABEL - RFID requirements in accordance with clause DFARS 252.211-7006. "Passive Radio Frequency Identification. "

d. DEPOT LEVEL REPAIRABLE (DLR) LABELS

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

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

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

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

QUANTITY
PER UNIT

NSN	DESCRIPTION	PACKAGE	APPLICATION	FORM NUMBER
108LF5055300	DLR Label 2in.x3in.	100	Unit Container	NAVSUP: 1397-1
108LF5055000	DLR Label 3in.x5in.	100	Intermediate/ Shipping Container	NAVSUP 1397

Labels may also be obtained by faxing a copy of the contract page containing the DLR label to 216-697-2424.

e. SPECIAL MATERIAL IDENTIFICATION COCODE (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) 1 and require special markings, Containers shall be marked with letters, maximum two inches high on two (2) sides and two (2) ends as follows:

SMIC	MARKINGS	COLOR	TYPE CONTAINER
L1	LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
S1	SURFACE LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
D4/D5/D7	DSS-SOC	RED	Unit, intermediate and shipping (size permitting)
C1*	LEVEL 1 CLEAN 02-N2	GREEN	Unit, intermediate and shipping
CP/VG*	SPECIAL CLEAN	GREEN	Unit, intermediate and shipping
DO/D6/D8*	DSS-SOC SPECIAL CLEAN 02/NS	GREEN	Unit, intermediate and shipping
VU	FBW SFCC VU	BLUE	Unit, intermediate and shipping (size permitting)
SW	FBW SFCC SW	BLUE	Unit, intermediate and shipping (size permitting)
Q3 Q5	Q3 or Q5	RED	Unit, intermediate and shipping (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 0000 Standard Practice: Palletized Unit Loads. 11

5. WOOD PACKAGING MATERIAL (WPM)

In accordance with the latest version of DoD Manual 4140.66-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/KO) (continuous at 56 degrees Centigrade for 30 minutes) standard. The WPM must be stamped or branded with the appropriate certification markings as detailed in DoD 4140.65-M and be certified by an accredited American Lumber Standards Committee (ALSC)-recognized agency. The WPM certification markings must be easily visible, especially in pallet loads, to inspectors.

6. NAVY SHELF LIFE PROGRAM

Navy shelf-life requirements are listed under the item description in a 3-digit alpha/numeric code. Position one (1) is the *DOD* shelf-life code, defining the type of shelf-life for an item {Type I, non-extendible or Type II,

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

7. REUSABLE NSN CONTAINERS

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

a. REUSABLE CONTAINERS FOR NAVSUP WEAPONS SYSTEMS SUPPORT, MECHANISBURG SITE, MARITIME REQUIREMENTS reusable NSN containers for MARITIME (designated by a Cognizant Code of "7E", "7G" and "7H") shall be provided as CONTRACTOR-FURNISHED MATERIAL (CFM). Container sources may be obtained by contacting 215-697-5842.

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

Reusable NSN containers (excluding wood and fiberboard) for AVIATION material (designated by a Cognizant Code of "7R", "6K" or "OR") shall be provided as GOVERNMENT-FURNISHED MATERIAL (GFM), Fast Pack containers WILL NOT be provided as GFM are not provided by NAVICP. To obtain GFM reusable containers, the contractor must first obtain a Container Request Form either from <https://tarp.navsisa.navy.mil/container> or by contacting 215-697-5842, then fax the completed form to 215-697-1405/3850 at least 90 days prior to the anticipated shipping date (monthly for repair contracts). If the Navy's Container Management Area (CMA) informs the contractor that containers are unavailable, the following alternate packaging requirements apply. Under no circumstances will the unavailability of reusable containers be an excusable delivery delay. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

ALTERNATE PACKAGING REQUIREMENTS FOR ITEMS ASSIGNED THE FOLLOWING CONTAINERS:

Container NIIN	Container Part Number (80132)	Alternate Packaging Code IAW MIL-STD-2073-1E
00-260-9548	P069-2	GX10000LTBEC
00-260-9556	P069-1	(QUP = 001)
00-260-9559	P069-3	(ICQ = 00)
00-260-9562	P069-4	
01-012-4088	P069-6	
01-014-0440	P069-5	
01-164-4073	P069-7	
01-262-2982	15450-100	DW100K3GHFED
01-262-2983	15450-200	(QUP = 001)
01-262-2984	15450-300	(ICQ + 001)
01-262-2985	15450-400	
01-262-2986	15450-500	
01-262-2987	15450-600	
01-262-2988	15450-700	DW100K3GHFDR
		(QUP = 001)
		(ICQ = 000)

All 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 215-697-2063.

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

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

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

9. MATERIAL SAFETY DATA SHEETS

As required by clauses FAR 52.223-3 "Hazardous Material Identification and Material Safety Data" and DFARS 252.223-7001 "Hazard Warning labels" the offeror is required to list any hazardous material to be delivered under the resultant contract by the submission of Material Safety Data Sheets (MSDSs) to the NAVSUP WSS Support Contracting Officer prior to award. A copy must also be provided to NAVSUP WSS, Code 0772, P.O. Box 2020, 5460 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: 004999808

ITEM NAME: SHIPPING AND STORAGE

ACTIVITY USE ONLY: TDP VERSION NO.: 006

4. QUALITY ASSURANCE

4.1 The tests to be performed under the First Article approval clause (FAR 52.209-4) of the contract are listed below.

4.1.1 Dimensional Test (special)

<to drawing (80132) 13414-125 and sub-drawings is applicable>

4.1.2 Requirements of:

< drawing (80132) 13414-125 and sub-drawings is applicable>

4.1.3 Form:

<Applies>

4.1.4 Fit:

<Applies>

4.1.5 Function

<Applies>

4.1.6 Compliance with drawing (<80132>) <13414-125>, Revision <Latest> and specifications referenced therein.

4.2 In addition to the above tests, the First Article(s) to be delivered hereunder shall also be subjected to those tests which will demonstrate that the article(s) comply with contract requirements.

4.3 The contractor shall be responsible for providing the necessary parts and repair of the First Article Sample(s) during testing.

4.4 The cost of the Government testing effort set forth in this solicitation is estimated to be <\$8000> for the first article testing. This cost factor will be added, for solicitation purposes, to the price of all offerors for whom the Government will require such testing.

4.5 Disposition of the FAT samples

4.5.1 <n/a> Sample(s) shall not be returned to the contractor because they shall be destroyed during testing.

4.5.2 <Applies> Unless otherwise provided for in the contract, sample(s) shall be returned to the contractor and may be considered as production items under the contract provided the sample(s) can be refurbished to ready for issue condition and provided the sample(s) have inspection approval from the cognizant DCMA QAR. Sample(s) may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.

<n/a> Sample(s) shall be returned to the contractor but shall be considered as production due.

4.6 Test Sample Coating Instructions

4.6.1 Samples are to be unpainted. Corrosive areas are to be coated with a light preservative.

4.7 FAT Approval Criteria

4.7.1 FAR 52.209-4 applies

(A) The contractors shall deliver <one (1)> unit(s) of the following CAGE (<80132>) Part Number <657E001>, Revision <Latest> within <120> calendar days from the date of this contract to the Government at
<Contact Containerteamadmin@dla.mil to arrange First Article test location>

4.7.1 FAR 52.209-4 applies

(A) The contractors shall deliver ;one (1) unit(s) of the following CAGE (<80132>) Part Number <13414-125> , Revision <Latest> within <120> calendar days from the date of this contract to the Government at <Containerteamadmin@dla.mil> to arrange for first article test facility location.

Marking of test sample(s) shipping container shall be as follows, citing this contract number: "FOR FIRST ARTICLE TESTING. NOT RFI MATERIAL. DO NOT TAKE UP IN STOCK CONTRACT NUMBER:_____"

For First Article Test, the shipping documentation shall contain this contract number and lot/item identification. The characteristics that the First Article must meet and the testing requirements are specified elsewhere in this contract.

(B) Upon shipment of First Article sample(s), two (2) copies of the Material Inspection and Receiving Report (DD Form 250) bearing the QAR's signature and indication of preliminary inspection shall be forwarded to the NAVICP- Philadelphia code cited in Block 10.a of SF33, with duplicate copies to NAVICP code 072 and to the designated test facility. The envelopes shall be clearly marked: "DO NOT OPEN IN MAIL ROOM".

Within <90> days after receipt of the samples, the test site shall complete testing/evaluation and submit two (2) copies of their test report with conclusions and recommendations to the NAVICP code cited in Block 10.a of the SF33.

(C) Within <60> calendar days after the Government receives the First Article, the contracting officer shall notify the contractor, in writing, of the approval, conditional approval, or disapproval of the First Article. The notice of approval, conditional approval, or disapproval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for disapproval.

(D) If the First Article is disapproved, the contractor, upon Government request, shall submit an additional First Article for testing. After each request, the contractor shall make any necessary changes, modifications, or repairs to the First Article or select another First Article for testing. All costs related to these tests are to be borne by the contractor, including any and all costs for additional tests following a disapproval. The contractor shall furnish any additional First Article to the Government under the terms

and conditions and within the time specified by the Government. The Government shall act on this First Article within the time limit specified in paragraph (B) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(E) If the contractor fails to deliver any First Article on time, or the contracting officer disapproves any First Article, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract

(F) Unless otherwise provided in the contract, the contractor -

(1) May deliver the approved First Article as part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any First Article from the Government test facility at the contractors expense.

(G) If the Government does not act within the time specified in paragraph (B) or (C) above the contracting officer shall, upon timely written request from the contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(H) The contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the First Article during any First Article test.

(I) Before First Article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the contractor. Before First Article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government

(J) The contractor shall produce both the First Article and the production quantity at the same facility and shall submit a certification to this effect with each First Article.

(K) The contractor shall provide specific written notification to the procuring contracting officer informing him/her of the shipment of any article(s) furnished in accordance with this clause. Such notification must be addressed to the attention of the NAVICP code specified in Block 10.a of the SF33, with copies to NAVICP code 072 and to the testing activity. Failure to provide such notification shall excuse the Government from any delay in performing First Article Testing and informing the contractor of the results thereof.

(L) Fourteen (14) days prior to shipment of First Article Samples, the contractor shall notify the designated test facility in writing of the anticipated shipping date, with an information copy to the PCO, NAVICP Philadelphia, Attn: (Cite code found in Block 10.a of the SF33). The contractor shall also arrange for preliminary inspection of test samples by the DCMC/QAR.

4.8 Alternate Offers - Waiver of First Article Approval Requirements. (The following provisions supersede any waiver of First Article Approval Requirements terms set forth in clause 52.209-3 or 52.209-4 as appropriate)

(A) Unless otherwise specified in the solicitation, the Naval Inventory Control Point reserves the right to waive the First Article Approval Requirements specified herein for offerors who have previously furnished identical production articles accepted by the

Government or the Original Equipment Manufacturer/Prime Manufacturer. An offeror requesting waiver of First Article Requirements shall submit evidence with its offer establishing that:

(I) the last production unit was delivered within three (3) years of the issue date of this solicitation, and

(II) the production location to be used for this requirement is the same as used for the previous production run

Additionally, the offeror shall submit a certification, to be executed by the officer or employee for the offer, stating that:

(I) the articles to be provided will be produced using the same facilities, processes, sequences of operations and approved subcontractors as those previously delivered and accepted by the Government or the Original Equipment Manufacturer/Prime Manufacturer, and

(II) the previous production units were manufactured without Material Review Board disposition or waiver/deviation request or rejection of pre-production samples for cause.

(NOTE: This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.)

(B) Offerors requesting waiver of First Article Approval Requirements under the provisions of this clause are cautioned to submit two prices for articles required herein - one that is based on compliance with the First Article Approval Requirements and one that is based on a waiver of such requirements. Where an offeror submits only one price and fails to clearly state that the price is based on waiver of the First Article Approval Requirements it will be deemed to be based on compliance with the First Article Approval Requirements

(C) In the event of the First Article Approval Requirement is granted, the delivery schedule for the production items shall be reduced by the number of days designated for delivery of First Article Test unit plus the number of calendar days indicated for the government notification of conditional approval or approval. These requirements are specified in the quality assurance section of this solicitation. If the offeror is unable to meet the desired schedule, he shall insert below the alternate delivery schedule he offers to the government.

Offeror's Proposed Alternate Delivery Schedule
(Based on Waiver of First Article Approval Requirements)

Within Days:

Item No. _____ Quantity: _____ After Date of Contract: _____

4.9 100PRODUCTION LEAK TEST. Each container shall be prepared for testing by sealing all breathing devices and inserting suitable pressurized fittings and gauges. The container shall be closed and sealed in a normal manner. Each container, uninstrumented and without dummy load, shall then be subjected to a single 18 inch flat drop. The Pneumatic-Pressure Technique of Method 5008 of Federal Test Method Standard No. 101C shall be used to detect leakage. An initial setting equal to 0.5 + 0.1 - 0 PSIG shall be used. After stabilization, pressure shall be monitored for thirty minutes. Any loss in pressure over a 30 minute period that exceeds 254033334f the stabilized pressure shall be cause for rejection; tests shall be conducted to ascertain sources of leaks and corrective action taken. Any deformation of the container shell while pressurized which is greater than three-quarters of an inch beyond its point at ambient pressure shall also be cause for rejection.

Container may explode or fasteners may fail during test. Use protective barriers to avoid injury to personnel. If FAT required, initial and final leak tests will be performed in accordance with drawing (80132) 13414-125 in addition to 18" flat drop and fit test.

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

- (a) In accordance with FAR Clause 52.246-11, the contractor shall comply with one of the following Quality Management Systems listed below by checking the appropriate block or propose an equivalent system by checking the "Other" block:
 - < > ISO 9001 Quality Management Systems – Requirements
 - < > SAW AS9100 Quality Management Systems – Aerospace Requirements
 - < > OTHER (Specify) < > _____

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

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

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

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

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

NAVSUPWSSEA10

HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT- MIL-1/MIL-Q (OCT 2008)

(a) In accordance with FAR 52.246-11, the contractor shall comply with <MIL-I-45208 EQUIVALENT OR HIGHER> (buyer insert MIL-1-46208 or MIL-Q-9858) Quality System, or for purposes of this solicitation and resultant contract, the following documents are considered optional and equivalent and the Offeror may choose one of the options below by checking the appropriate block:

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

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

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

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

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

52.247-48

F. O. B. DESINATION – EVIDENCE OF SHIPMENT (FEB 1999)

52.211-17

DELIVERY OF EXCESS QUANTITIES (SEP 1989)

52.211-8

TIME OF DELIVERY (JUNE 1997)

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

Item No.	Required Delivery Schedule	
	Quantity	Within Days After Date of Contract
Quantity		
< >	< >	< >
< >	< >	< >
< >	< >	< >
< >	< >	< >
< >	< >	< >

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

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Item No.	Quantity	Within Days After Date of Contract

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

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

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

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

(b) The delivery dates or specific periods above are based on the assumption that the successful offeror will receive notice of award by < >

(Contracting Officer insert date). Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the Contractor receives notice of award; provided, that the Contractor promptly acknowledges receipt of notice of award.

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

52.242-17

GOVERNMENT DELAY OF WORK (APR 1984)

52.242-15

STOP-WORK ORDER (AUG 1989)

{ < > } Alternate I (APR 1984) applies when the clause is incorporated into a cost-reimbursement contract. Substitute the following two paragraphs for those contained in the basic clause.
Paragraph {a}{2} Terminate the work covered by the order as provided in the Termination clause of this contract.
Paragraph (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in_ the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if --

52.247-34

F.O.B. DESINATION (NOV 1991)

52.247-58

LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)

52.247-61

F.O.B. ORIGIN--MINIMUM SIZE SHIPMENTS (APR 1984)

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

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

(a) DEFINITIONS. As used in this clause-

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

(1) DOCUMENT TYPE. The Contractor shall use the following document type(s).

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

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

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

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

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

ROUTING DATA TABLE*

FIELD NAME IN WAWF	DATA TO BE ENTERED IN WAWF
Pay Official DoDAAC:	<TBD>
Issue By DoDAAC:	<TBD>
Admin DoDAAC:	<TBD>
Inspect By DoDAAC:	<TBD>
Ship To Code:	<TBD>

Ship From Code: <TBD>
 Mark For Code: <TBD>
 Service Approver (DoDAAC): <TBD>
 Service Acceptor (DoDAAC): <TBD>
 Accept at Other DoDAAC: <TBD>

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

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

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

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

(g) WAWF POINT Of CONTACT.

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

Shirley Young, Code 0252.07, at 717-605-1134 or via shirley.youngGnavy.mil

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

PART I - THE SCHEDULE SECTION H SPECIAL CONTRACT REQUIREMENTS

252.204-7005

ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

NAVSUPWSSHA18

CONTRACT SECURITY CLASSIFICATION SPECIFICATION (OCT 2002)

The contractor shall, upon completion of final delivery hereunder, promptly so notify the Contracting Officer in writing and shall request a final military security requirement checklist (OD254). Such request shall be submitted to the Contracting Officer via the cognizant government inspector.

The clause at FAR 62.204-2, "Security Requirements," shall apply only when DD form 254 is attached hereto as part of the contract requirements, at which time it shall be considered incorporated.

NAVSUPWSSHA21

NOTICE OF ASSIGNMENT (MAR 2000)

When a contract is to be assigned pursuant to the FAR 62.232-23 "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:

- 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**

**UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND
NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)**

**52.204-7
SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

**52.215-8
ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT**

**52.248-1
VALUE ENGINEERING (OCT 2010)**

If checked, the alternate below applies:

(< >) Alternate I (APR 1984)(Applies if a mandatory value engineering effort is appropriate (i.e., if the contracting officer considers that substantial savings to the Government may result from a sustained- value engineering effort of a specified level).)

(< >) Alternate II (FEB 2000) (Applies if both value engineering incentive and a mandatory program requirement are appropriate. {The value engineering program requirement shall be restricted to well-defined areas of performance and the value engineering incentive to the remaining areas of the contract}).

(< >) Alternate III (APR 1984)(Applies if the head of the contracting activity (HCA) determines for a contract or class of contracts that the cost of computing and tracking collateral savings will exceed the benefits to be derived. Use along with Alternates I or II as appropriate).

**252.225-7002
QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2012)**

**52.222-26
EQUAL OPPORTUNITY (MAR 2007)**

If checked, the alternate below applies:

(< >) Alternate I (Feb 1999). As prescribed in 22.810(22.810(e), add the following as a preamble to the clause Notice: The following terms of this clause are waived for this contract

< > (Contracting Officer shall list terms).

**252.215-7002
COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2012)**

**252.225-7016
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, in 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
- (1) Commercial components of a noncommercial end product; or
 - (2) Commercial or noncommercial components of a commercial component or a noncommercial end product.
- (d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 226.7009-4 of the Defense federal Acquisition Regulation Supplement.
- (e) If this contract includes DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, all bearings that contain specialty metals, as defined in the clause, must meet the requirements of that clause.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts, except those for --
- (1) Commercial items; or
 - (2) Items that do not contain ball or roller bearings.

252.225-7021

TRADE AGREEMENTS (OCT 2013)

252.219-7003

SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)(OCT 2014)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

- (a) Definitions. 11 Summary Subcontract Report (SSR) Coordinator, 11 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 amended, may count toward its small disadvantaged business goal, subcontracts awarded to-
- (1) Protege firms which are qualified organizations employing the severely disabled; and
 - (2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-610.
- (d) The master plan is approved by the Contractor's cognizant contract administration activity.
- (e) In those subcontracting plans which specifically identify small businesses, 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.

(< >) Alternate I (OCT 2014)

As prescribed in 219.708(b)(1)(A)(2), substitute the following paragraph (h)(1)(i) for (h)(1)(i) in the basic clause:

SMALL BUSINESS SUBCONTRACTING PLAN (000 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 (9700).

(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) (9700)" 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)(t)(i) of this clause.

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

252.225-7011

RESTRICTION OF ACQUISITION OF SUPERCOMPUTERS (JUNE 2005)

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

52.215-14

INTEGRITY OF UNIT PRICES (OCT 2010)

(< >) Alternate I (OCT 1997) As prescribed in 15.408(f)(2), substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b) The Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

252.225-7036

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

The basic clause at 252.225-7036 applies when the estimated value equals or exceeds \$79,507.

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

52.216-2

ECONOMIC PRICE ADJUSTMENT--STANDARD SUPPLIES (JAN 1997)

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

(1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and

(2) Is the net price after applying any standard trade discounts offered by the Contractor.

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

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

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent the original contract unit price.

(2) The increase contract unit price shall be effective--

(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) Until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, or undelivered portion of the contract items affected by the requested increase.

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

252.208-7000

INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991)

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

Precious Metal*	Quantity	Deliverable Item {NSN and Nomenclature}
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offeror shall submit two prices for each deliverable item which contains precious metals-one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

252.232-7003

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

52.203-6

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

Alternate I {OCT 1995} applies to the acquisition of commercial items.

52.215-18

REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JULY 2005)

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).

< >

< >

< >

252.232-7010**LEVIES ON CONTRACT PAYMENTS (DEC 2006)****252.225-7012****PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)****52.249-8****DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)****52.246-17****WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)**

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

"Acceptance," means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract,

"Supplies, 11 means the end item furnished by the Contractor and related services required under the contract. *The* word does not include "data".

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for <366 DAYS> (Contracting Office shall state specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period i e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time ---

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

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

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

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

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

(c) Remedies available to the Government.

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

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

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

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

(3)

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

The Contracting Officer –

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

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

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

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

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

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

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

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

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

(4)

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

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

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

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

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

Alternate I (Reserved)

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

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

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

(4) If the Contractor does not agree as to responsibility to correct or replace the supplies delivered, the

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

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

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

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

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

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(a) Definitions. As used in this clause-

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

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

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

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

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

(3) For long-term contracts-

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at:

<http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 600 employees

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

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code _____ assigned to contract number _____, (Contractor to sign and date and insert authorized signer's name and title.

52.219-90

SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013)

< > Alternate (OCT 2001) 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 2010) applies if a contract award/modification is issued, but a Contract Action Report {CAR) will NOT be entered into the Federal Procurement Data Systems (FPOS) 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 (<Kristen.spahr@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) (I)

(2)

(i)

(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 \$660,000 (over \$1.6 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.

252.203-7000

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

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

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

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

(A) In an Executive Schedule position under subchapter II of chapter 63 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 63 of Title 6, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade 0-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program contracting officer, administrative contracting officer, source selection authority, member of the evaluation board, or chief of a financial or technical evaluation team for a contract in an amount \$10 million.

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

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

252.225-7048

EXPORT CONTROLLED ITEMS (JUNE 2013)

52.233-4

APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

52.204-10

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

(a) Definitions. As used in this clause:

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

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

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

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

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification {FASB ASC} 718, Compensation-Stock Compensation,

(3) Earnings for services under non-equity incentive plans. This does *not* include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

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

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

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds 10,000.

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

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

(d)(1) Executive compensation .of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database {FAR provision 62.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if-

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

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

(B) \$26,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

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

(2) First-tier subcontracts information. Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$26,000 or more, the Contractor shall report the following information at <http://www.fsr.gov> for that first tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

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

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

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

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

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

(viii) Subcontractor's primary performance location including street address, city state, and country.

Also include the nine-digit zip code and congressional district.

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

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol {TAS} as reported in FPOS.

{xiv} The applicable North American Industry Classification System code {NAICS}.

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

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

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

(B) \$26,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(•) or 16(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$26,000 to avoid the reporting requirements in paragraph (d).

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

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

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

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

52.222-36

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

If checked, the alternate below applies:

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

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

< >(List term(s)).

252.205-7000

P'ROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

52.203-12

LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

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 commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.)

NAVSUPWSSIA18 CONFIGURATION MANAGEMENT (OCT 2004)

(a) The Contractor shall maintain the total baseline configuration of the contract items, including, but not limited to, hardware, software and firmware, in accordance with the configuration management provisions of this contract.

(b) Definitions

(1) Critical Application Item (CAI) - CAI is defined as an item that is essential to weapon system performance or operation, or the preservation of life or safety of operational personnel, as determined by the military services. The subset of CAIs, whose failure could have catastrophic or critical safety consequences (Category I or II as defined by MIL-STD-882), are Critical Safety Items {CSI}.

(2) Critical Safety Item (CSI) - CSI is defined as a part, an assembly, installation, or production system with one or more critical or critical safety characteristics *that*, if missing or not conforming to the design data, quality requirements, or overhaul and maintenance documentation, would result in an unsafe condition that could cause loss or serious damage to the end item or major components, loss of control, un-commanded engine shutdown, or serious injury or death to personnel and unsafe conditions, which relate to hazard severity categories I and II of MIL-STD-882, System Safety Requirements. CSIs are a subset of CAIs and include, but are not limited to, items determined to be life-limited, fracture critical, or fatigue sensitive. A Critical Safety Item may also be known by terms such as a Flight Safety Critical Aircraft Part, Flight Safety Part, or Flight Safety Critical Part. For purposes of this contract, *the* term used will be Critical Safety Item.

(3) Engineering Change Proposal (ECP) - An ECP is the documentation by which an engineering change and its implementation for items to be delivered under this contract is proposed, justified and submitted to the appropriate authority for approval or disapproval. Class I and Class II ECPs will be classified as follows:

(i) Class I ECP. An engineering change will be classified as Class I if:

(A) it affects any physical or functional requirement in approved functional or configuration documentation, or

(B) it affects any approved functional, allocated or product configuration documentation, cost to the Government, warranties or contract milestones, or

(C) it affects approved product configuration documentation and one or more of the following:

Government furnished equipment (including Government test equipment and associated programs such as Test Program Sets/Software); safety; compatibility, interoperability, or logistic support; delivered technical manuals for which changes are not funded; will require retrofit of delivered units; preset adjustments or schedules affecting operating limits or performance to the extent a new identification number is required; interchangeability, substitutability, or replacement of any item down to non-repairable assemblies, sources on a source control drawing; or skills manning, training, biomedical factors or human engineering design.

(ii) Class II ECP. An engineering change is Class II if it does not impact any of the Class I factors specified above.

(4) Deviation - A deviation is the specific written authorization to depart from a particular requirement of the item's configuration for a specific number of units or for a specific amount of time. It is also a specific written authorization to accept items, which are found to depart from specified requirements, but which nevertheless is considered suitable for use "as is" or after correction by a specified method. The term deviation encompasses what previously had been defined as both a deviation and waiver, and therefore includes requests to depart from a known requirement before, during or after manufacture. Deviations will be classified as follows:

(i) Major. A deviation is major when it involves a departure from requirements or specifications involving: health, performance, interchangeability, reliability, survivability, maintainability or durability of the item or parts, effective use or operation of the item or system, weight or size, and appearance (when a factor),

(ii) Critical. A deviation is critical when the deviation involves or impacts safety.

(iii) Minor. A deviation is minor when the deviation does not involve factors listed above for either critical or major deviations.

(c) Configuration Management/ECPs

(1) The Government will maintain configuration control and change authority for all modifications or changes affecting form, fit, function, or interface parameters of the contract items and sub-assemblies. Guidelines for preparing Class I and Class II ECPs may be found in MIL-HDBK-61A, Configuration Management Guidance and ANSI/EIA-649, National Consensus Standard for Configuration Management. The Contractor will maintain configuration of the items in accordance with the requirements of this contract.

(2) The Contractor shall submit an Engineering Change Proposal (ECP) for any Class I or II changes that impact the items covered by this contract. An ECP shall be designated Class I or Class II, as defined in this contract.

(i) If the Contractor has an ECP pending with another Government activity, has an approved ECP that the Contractor proposes to incorporate under this contract, or has an ECP pending or approved under a production contract, the Contractor will notify the PCO of the status of the ECP and provide a copy of the ECP submission. Any such Class I ECPs, however, will be incorporated only by modification to the contract.

(ii) A properly documented ECP submitted under this contract shall be processed as follows:

(A) Any Class I ECP must be submitted to the contracting officer for approval/disapproval. A Class I change will not be implemented until a contract modification is issued by the contracting officer.

(B) Any Class II ECP involving a non-critical item or a CAI shall be submitted to the cognizant Defense Contract Management Agency (DCMA) for concurrence in classification and may be implemented only upon receiving DCMA concurrence. Any Class II ECP involving a CSI must be clearly identified as involving a CSI, must be submitted to the contracting officer for review by the contracting officer and the Navy's Basic Design Engineer, and may be implemented only upon the approval of the contracting officer. If, however, authorized in writing by the contracting officer or if the Naval Air Systems Command has delegated authority in writing to the DCMA to concur in Class II ECPs involving CSIs for the Contractor (which is specific to the Contractor's location and CAGE code), a Class II ECP involving a CSI may be submitted to the DCMA and implemented upon OCMA's concurrence with classification. If the affected Class II ECP item or items have not been identified as CAI, CSI or as non-critical by the Government, the Contractor will contact the contracting officer to obtain a classification for the affected items. The Government will not be responsible for any contract delay or disruption or any increased costs of performance of the contractor due to a misclassification of an ECP by the contractor, including those costs associated with replacement of delivered items resulting from such a misclassification. Class II changes shall be made at no additional cost to the Government.

(iii) The Contractor shall coordinate with the cognizant NAVAIR PMA office prior to any ECP submission. The Contractor will provide copies of configuration changes affecting FMS customers to NAVICP FMS, Code P751.

(iv) Under this contract, a Class I ECP may be prepared in the contractor's format but in a medium compatible with Government information management systems. In addition, a Class I ECP shall provide all information required by OI-CMAN-80639C - Engineering Change Proposal. A Class II ECP may be prepared in the contractor's format. The minimum required data is: name and part number of item affected; name and part number of next higher assembly; description of the engineering change; need and reason for the change; all government contract numbers for which the change applies; and the change document number. Justification codes are not required for Class II ECPs.

(v) The contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a Class I or Class II ECP.

(d) Configuration Management/Deviations

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

(2) Deviation requests shall be prepared in accordance with DI-CMAN-80640C - Request for Deviation. Guidelines for preparing deviations may also be found in MIL-HDBK-61A, Configuration Management Guidance and ANSI/EIA-649, National Consensus Standard for Configuration Management,

(3) Major, critical and minor deviations are classified in accordance with the definitions in this contract.

(4) A Request for Deviation shall be processed as follows upon submission of a properly documented request:

(i) For items involving a major or critical deviation, delivery and/or shipment of such items under this contract is not permitted until authorized in writing by the contracting officer.

(ii) For any such non-critical item or CAI involving a minor deviation, delivery and/or shipment of such items under this contract is not permitted until authorized by the cognizant DCMA. Minor deviations affecting CSI must be identified as involving a CSI, must be submitted to the contracting officer for review by the contracting officer and the Navy's Basic Design Engineer, and may be delivered only upon the approval of the contracting officer. If, however, authorized in writing by the contracting officer or if the Naval Air Systems Command has delegated authority in writing to the DCMA to approve minor deviations involving CSIs for the Contractor (which is specific to the Contractor's location and CAGE code), a minor deviation affecting a CSI may be reviewed by the DCMA and may be delivered if authorization from QCMA is received. If the affected item or items have not been identified as CAI, CSI or as non-critical by the Government, the Contractor will contact the contracting officer to obtain a classification for the affected items.

(6) Recurring deviations are discouraged and shall be minimized, The contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a major/critical or minor deviation. In addition, the Government may be entitled consideration from the contractor if a deviation is approved,

252.204-7012

SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

(a) Definitions. As used in this clause –

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

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

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

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

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements 8-through-F, in accordance with DoD Instruction 6230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

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

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

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

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

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

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

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

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

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

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

Table 1 -- Minimum Security Controls for Safeguarding

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

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

Legend:

AC: Access Control

AT: Awareness and Training

AU: Auditing and Accountability

CM: Configuration Management

CP: Contingency Planning

IA: Identification and Authentication

IR: Incident Response

MA: Maintenance

MP: Media and Protection

PE: Physical & Environmental Protection

PM: Program Management

RA: Risk Assessment

SC: System & Communication Protection

SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto,

(d) Cyber incident and compromise reporting.

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

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

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

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

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

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

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

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

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

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

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

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

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity,

including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

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

252.204-7004

ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) Definitions. As used in this provision-

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

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

- (1) A code assigned by the Defense Logistics Information Service (OLIS) to identify a commercial or Government entity or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that OLIS 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. (O&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 contract sections of the registration in SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TJN validation to the Government as part of the SAM registration process; and
- (4) The Government has marked the record "Active."

252.204-7015

DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (FEB 2014)

(a) Definitions. As used in this clause:

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

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

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

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

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

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

52.219-14

LIMITATIONS ON SUBCONTRACTING (NOV 2011)

252.203-7998

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2015-O0010)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

52.222-20

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

52.211-5

MATERIAL REQUIREMENTS (AUG 2000)

252.203-7001

PROHIBITIONS ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008)

252.203-7002

REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)

252.204-7000

DISCLOSURE OF INFORMATION (AUG 2013)

252.204-7003

CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

52.222-37

EMPLOYMENT REPORTS ON VETERANS (JUL 2014)

**52.246-24
LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997)**

(< >) Alternate I (APR 1984)(Use in contracts requiring delivery of both high-value items and other end items. Contracting Officer shall identify clearly in the contract schedule the line items designated as high-value items.)

**252.225-7031
SECONDARY ARAB BOYCOTT OF ISRAEL (JUNE 2005)**

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

**52.203-7
ANTI-KICKBACK PROCEDURES (MAY 2014)**

**52.203-8
CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER
ACTIVITY (MAY 2014)**

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

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

**52.225-5
TRADE AGREEMENTS (NOV 2013)**

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

**52.249-2
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)**

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

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

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

**252.225-7025
RESTRICTION ON ACQUISITION OF FORGINGS (DEC 2009)**

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

**52.219-6
NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)**

(a) *Definition.* "Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) *Applicability*. This clause applies only to--

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).*

(c) *General*.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement*. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

52.202-1

DEFINITIONS (NOV 2013)

52.244-6

SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2014)

52.204-4

PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

52.209-6

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

252.223-7004

DRUG-FREE WORK FORCE (SEP 1988)

52.222-1

NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-4

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (MAY 2014)

52. 223-6

DRUG-FREE WORKPLACE (MAY 2001)

52.227-2

NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

52.229-3

FEDERAL, STATE, AND LOCAL TAXES – (FEB 2013)

52. 225-7013

DUTY-FREE ENTRY (OCT 2013)

52.232-1

PAYMENTS (APR 1984)

252.225-7009

RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014)

52.232-8

DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

**52.232-11
EXTRAS (APR 1984)**

**52.232-17
INTEREST (MAY 2014)**

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

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

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

**52.246-23
LIMITATION OF LIABILITY (FEB 1997)**

**52.247-1
COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)**

**52.253-1
COMPUTER GENERATED FORMS (JAN .1991)**

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

**52.203-5
COVENANT AGAINST CONTINGENT FEES (MAR 2014)**

**52.227-1
AUTHORIZATION AND CONSENT (DEC 2007)**

**52. 227-9
REFUND OF ROYALTIES (APR 1984)**

**52. 232-23
ASSIGNMENT OF CLAIMS (MAY 2014)**

**52.233-3
PROTEST AFTER AWARD (AUG 1996)**

**52.247-63
PREFERENCE FOR U.S.-FLAG AIR CARRIES (JUN 2003)**

**52.222-19
CHILD LABOR-COOPERATION WITH AUTHORITIES ANO REMEDIES (JAN 2014)**

**52.204-9
PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

**52.223-3
HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)**

**52.233-1
DISPUTES (MAY 2014)**

52.232-39

UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**52.204-2****SECURITY REQUIREMENTS (AUG 1996)****52.222-21****PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)****52.232-40****PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)****52.222-54****EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)****PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****SECTION J****LIST OF ATTACHMENTS****CLIN: 0001****NIIN: 004999808****ACTIVITY USE ONLY: TDP VERSION NO.: 006****ITEM NAME: SHIPPING AND STORAGE****DOCUMENT NAME**

Packaging Requirement

EXHBT/ATTCHMNT

ATTACHMENT 1

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K****REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS****252.209-7992D****REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2015 APPROPRIATIONS (DEVIATION 2015-000005) (DEC 2014)**

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2016(Pub, L. 113-235),none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have ^{lapsed} and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability unless the agency *has* considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that-

(1) It is < > is not < > a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

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

252.203-7005

REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

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

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 6 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

252.204-7007

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

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

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

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

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

(iv) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities-Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)-Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

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

(< >) (i) 252.209--7002, Disclosure of Ownership or Control by a Foreign Government.

(< >) (ii) 252.225-7000, Buy American-Balance of Payments Program Certificate.

(< >) (iii) 252.225-7020, Trade Agreements Certificate.

(< >) Use with Alternate I.

(< >) (iv) 252. 225-7031, Secondary Arab Boycott of Israel. (< >) (vi)

52. 2 25-7035, Buy American-Free Trade Agreements--Balance of Payments Program Certificate,

(< >) Use with Alternate I.

- (< >) Use with Alternate II.
- (< >) Use with Alternate III.
- (< >) Use with Alternate IV.
- (< >) Use with Alternate V.

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

FAR/DFARS	Provision#	Title	Date	Change
-----------	------------	-------	------	--------

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

252.209-7999

REPRESENTATIONS 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. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability *that* has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that 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. 209-7004

SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2014)

252.225-7035

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

(A) Definitions "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component,"

"domestic end product, "free Trade Agreement country, "Free Trade Agreement country end product," "foreign end product, "Moroccan end product, "Panamanian end product," Peruvian end product, "qualifying country end product," and "United States, "as used in this provision, have the meanings given in the Buy American-Free Trade Agreements-Balance of Payments Program clause of this solicitation,

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 226 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products 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 clause 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 (OCT 2013)

As prescribed in 226.1101{9}(ii), substitute the phrase "Canadian end product" for the phrases "Bahrainian end product," "Free Trade Agreement country," "free Trade Agreement country end product," "Moroccan end product," "Panamanian end product," and "Peruvian end products" in paragraph (a) of the basic provision substitute the phrase "Canadian end products" for the phrase "Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b){2} and (c)(2)(ii) of the basic provision; and delete the phrase "Australian or" from paragraph (c)(2)(i) of the basic provision.

(< >) ALTERNATE II (NOV 2012)

As prescribed in 226.1101{9}{iii), add the terms "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian {SC/CASA) state end product" in paragraph (a) and substitute the following paragraph (b)(2) and (c)(2)(i) for paragraphs (b)(2) and (c)(2)(i) of the basic clause.

(b)(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products, SC/CASA state end products, or Free Trade Agreement country end products other than Bahrainian end products,

Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

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

(Line Item Number) (Country of Origin)

(< >) ALTERNATE III (JUN 2012)

As prescribed in 225.1101(9)(iv), substitute the following paragraphs (a),(b)(1), (c)(2)(i), and (c)(2)(ii) for paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) of the basic clause:

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

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

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

(Line Item Number) (Country of Origin)

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

(Line Item Number) (Country of Origin)

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

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

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

(b)(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products, SC/CASA state end products or Free Trade Agreement end products other than Bahrainian end products, Korean end

products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

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

(Line Item Number) (Country of Origin)

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

(Line Item Number) (Country of Origin)

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

(a) Definitions.

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

(b) Evaluation. The Government-

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

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--

- (i) There are no offers of such end products;
- (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
- (iii) A national interest waiver has been granted.

(c) Certifications and identification of country of origin.

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

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

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

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

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

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 226 of the Defense Federal Acquisition Regulation Supplement and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

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

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

Line Item Number	Country of Origin
------------------	-------------------

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

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

(< >) ALTERNATE (Dec 2010)

As prescribed in 226.1101{1}(ii), add the terms "South Caucasus/Central and South Asian {SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CAS) state end product," in paragraph (a) and replace the phrase "qualifying country end products" in paragraphs (b)(2) and (c)(2) with the phrase "qualifying country end products or SC/CASA state end products."

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 thereto. 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
--------------	-------------------	------------	-----------------------	----------

(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:

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.

252.209-7002

DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)

(a) Definitions. As used in this provision-

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

(2) "Entity controlled by a foreign government"

i) Means -

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

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

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

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

(4) "Proscribed information" means-

(i) Top Secret information,

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

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

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

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2636(a).

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

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

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government

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

52.209-2**PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)****52.227-6****ROYALTY INFORMATION (APR 1984)**

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

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

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

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

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

252.247-7022**REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 92)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

252.225-7010**COMMERCIAL DERIVATIVE MILITARY ARTICLE-SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009)**

(a) Definitions. "Commercial derivative military article," "commercially available off-the-shelf item," "form," and "specialty metal," as used in this provision, have the meanings given in the clause entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS

(b) The offerer shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). THE OFFEROR'S DESIGNATION OF AN ITEM AS A "COMMERCIAL DERIVATIVE MILITARY ARTICLE" WILL BE SUBJECT TO GOVERNMENT REVIEW AND APPROVAL.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation AND IF THE GOVERNMENT APPROVES THE DESIGNATION OF THE LISTED ITEM(S) AS COMMERCIAL DERIVATIVE MILITARY ARTICLES, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of-

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

252.223-7001

HAZARD WARNING LABELS (DEC 1991)

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

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

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

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

MATERIAL (If None, Insert "NONE",) ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material

Safety Data Sheet being furnished under the Hazardous material Identification and Material Safety Data clause of this contract.

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

52.204-19

INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.204-8

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is (336413) (insert NAICS code).

(2) The small business size standard is <1000> (insert size standard).

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

(b)

(1) If the provision at 62.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies,

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

(i) Paragraph (d) applies.

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

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

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

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

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

or

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

This provision applies to solicitations expected to exceed \$150,000

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the revision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that -

(A) Are not set aside for small business concerns

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations- Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 62.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 62.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 62.226-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Free Trade Agreements-Israeli Trade Act Certificate. {Basic, Alternates I, II, and III} This provision applies to solicitations containing the clause at 52.226-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$26,000 or more but is less than \$60,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,607, the provision with its Alternate II applies.

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

(xviii) 62.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-6

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

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

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

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

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

(< >) (i) 62.204-7, Ownership or Control of Offer.

(< >) (ii) 62.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(< >) (iii) 62.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair or Certain Equipment--Certification.

(< >) (iv) 62.222-62, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(< >) (v) 62.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA Designated Products (Alternate I only).

(< >) (vi) 62.227-6, Royalty Information.

(< >) (A) Basic.

(< >) (B) Alternate I.

(< >) (vii) 62.227-15, Representation of limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this

solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation (s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
--------------	-------	------	--------

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

252.215-7009

PROPOSAL ADEQUACY CHECKLIST (MAR 2013)

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror's checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

NOTE: This clause is applicable to all contractor proposals requiring the submission of certified cost or pricing data.

NOTE: Each checklist element consists of three parts:

- (a) The applicable references,
- (b) The Submission Item,
- (c) The Proposal Page Number (to be completed by the contractor),
(If not provided, then an EXPLANATION is required - contractors may use continuation pages).

GENERAL INSTRUCTIONS

1.(a) FAR 15.408, Table 16-2, Section I Paragraph A.

(b) Is there a properly completed first page of the proposal per FAR 16.408 Table 16-2 I.A or as specified in the solicitation?

(c) _____

2.(a) FAR 16.408, Table 15-2, Section I Paragraph A(7).

(b) Does the proposal identify the need for Government-furnished material tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.

(c) _____

3.(a) FAR 15.408, Table 15-2, Section I Paragraph A(8).

(b) Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?

(c) _____

4.(a) FAR 15.408, Table 15-2, Section I, Paragraph C(1).

FAR 2.101, "Cost or pricing data"

(b) Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as -

- 1) Vendor quotations;
- 2) Nonrecurring costs;
- 3) Information on changes in production methods and in production or purchasing volume;
- 4) Data supporting projections of business prospects and objectives and related operations costs;
- 5) Unit-cost trends such as those associated with labor efficiency;
- 6) Make-or-buy decisions;
- 7) Estimated resources to attain business goals; and
- 8) Information on management decisions that could have a significant bearing on costs.

(c) _____

5.(a) FAR 15.408, Table 15-2, Section I Paragraph B.

(b) Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?

(c) _____

6.(a) FAR 15.403-1(b),

(b) Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 16.403- 1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)

(c) _____

7.(a) FAR 15.408, Table 15-2, Section I Paragraph C(2)(i).

(b) Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?

(c) _____

8.(a) FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii),

(b) Does the proposal disclose the nature and amount of any contingencies included in the proposed price?

(c) _____

9.(a) FAR 15.408 Table 15-2, Section II, Paragraph A or B.

(b) Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?

(c) _____

10.(a) FAR 15.408, Table 15-2, Section I Paragraphs O and E.

(b) Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data?

(Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year).

(c) _____

11.(a) FAR 15.408, Table 15-2, Section I Paragraphs O and E.

(b) If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?

(c) _____

12.(a) FAR 15.408, Table 15-2, Section I Paragraph F.

(b) Is *there* a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?

(c) _____

COST ELEMENTS – MATERIALS AND SERVICES

14.(a) FAR 15.408, Table 15-2, Section II Paragraph A.

(b) Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.

(c) _____

COST ELEMENTS – SUBCONTRACTS (Purchased materials or services)

15.(a) DFARS 215.404-3.

(b) Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officers initiated or may need to request field pricing analysis?

(c) _____

16.(a) FAR 15.404-3(c); FAR 52.244-2.

(b) Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data?

(c) _____

17.(a) FAR 15.408, Table 15-2, Note I; Section II Paragraph A.

(b) Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?

(c) _____

EXCEPTIONS TO CERTIFIED COST OR PRICING DATA

18.(a) FAR 52.215-20; FAR 2.101, "commercial item."

(b) Has the offerer submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-207

a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition?

b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either –

i. A modification of a type customarily available in *the* commercial marketplace (paragraph (3)(i)); or

ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)?

c. For proposed commercial items "of a type", or "evolved" or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?

(c) _____

19.(a) FAR 15.408, Table 15-2, Section II Paragraph A.

(b) Does the proposal include a price analysis for all commercial items offered that are not available to the general public?

(c) _____

20.(a) FAR 15.408, Table 15-2, Section II Paragraph A(I),

(b) Does the proposal support the degree of competition and the basis for establishing the source and reasonableness price for each subcontract or purchase order priced on a competitive basis exceeding the threshold or certified cost or pricing data?

(c) _____

INTERORGANIZATIONAL TRANSFERS

22.(a) FAR 15.408, Table 15-2, Section II Paragraph A.(2).

(b) For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?

(c) _____

DIRECT LABOR

23.(a) FAR 15.408, Table 15-2, Section II Paragraph B.

(b) Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.

(c) _____

24.(a) FAR 15.408, Table 15-2, Section II Paragraph B.

(b) For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.: Statement of Work reference, applicable CLIN, Work-Breakdown Structure, rationale for estimate, Applicable history, and time-phosing)?

(c) _____

25.(a) FAR subpart 22.10.

(b) If covered by the Service Contract Labor Standards statute {41 U.S.C. chapter 67}, are the rates in the proposal in compliance with the minimum rates specified in the statute?

(c) _____

INDIRECT COSTS

26.(a) FAR 15.408, Table 15-2, Section II Paragraph C.

(b) Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)

(c) _____

OTHER COSTS

17.(a) FAR 15.408, Table 15-2, Section II Paragraph O.

(b) Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates {e.g. airfare, per diem, hotel, car rental, etc)?

(c) _____

28.(a) FAR 15.408, Table 16-2, Section II Paragraph E.

(b) When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?

(c) _____

FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES

30.(a) FAR 15.408, Table 16-2, Section III Paragraph B.

(b) Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 1117 (or alternative format if specified in the request for proposal)

(c) _____

31.(a) FAR 15.408, Table 15-2, Section III Paragraph B.

(b) If the proposal is for a modification or change order, have cost of work deleted {credits} and cost of work added {debits} been provided in the format described in FAR 15.408, Table 16-2.III.B1

(c) _____

32.(a) FAR 16.408, Table 16-2, Section III Paragraph C.

(b) For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.111.C?

(c) _____

OTHER

33.(a) FAR 16.4.

(b) If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ration, and when applicable, minimum/maximum fee, ceiling price?

(c) _____

34.(a) FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D.

(b) If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?

(c) _____

35.(a) FAR 52. 232-28.

(b) If the offeror is proposing Performance-Based Payments did the offeror comply with FAR 52.232-28?

(c) _____

36.(a) FAR 15.408(n); FAR 52.216-22; FAR 62.216-23.

(b) Excessive Pass-through Charges-Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror's indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?

(c) _____

252.209-7993

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

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 416 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that-

(1) It is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

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

252.209-7994D

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

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

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that-

(1) It is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in 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.

52.209-5

CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The offeror and/or any of its Principals--

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

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) 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 (if offeror checks "have" the offeror shall also see 62,209-7, if included in this solicitation); and

(C) Are () are not () presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

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

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

(i) 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.

(ii) 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,

(2) Examples:

(i) 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.

(ii) 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 liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. 6169. 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.

(iv) 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).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal", for the purposes of this certification, means an officer; director; owner; partner and, person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a

subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A Certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.***-8

REPLACED BY CLAUSE CODE KA10FY

(a)

(1) If the clause at 62.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 62.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (b) applies.

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

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE	TITLE	DATE	CHANGE
------------	-------	------	--------

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

52.225-20

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

(a) Definitions. As used in this provision-

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

"Marginalized populations of Sudan" means-

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur

Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

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

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

252.243-7002

REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I CERTIFY THAT THE REQUEST IS MADE IN GOOD FAITH, AND THAT THE SUPPORTING DATA ARE ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

(OFFICIAL'S NAME)

(TITLE)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including-

(1) Certified cost or pricing data if required in accordance with subsection 16.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 16.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause apply to--

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
- (2) Final adjustments under an incentive provision of the contract.

5252.204-9400

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

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

APPLICABILITY

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

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

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

ACCESS TO DOD IT SYSTEMS in accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, data base administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

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

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

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

INTERIM ACCESS

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

DENIAL OR TERMINATION OF ACCESS

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

CONTRACTOR'S SECURITY REPRESENTATIVE

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

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

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

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FS-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

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

Regardless of their duties or IT access requirements All contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out process prior to their departure at the

completion of individual's performance under the contract. Employee requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources.

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. Unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, The results will be forwarded by OPM to the DON Central Adjudication facility (CAF) for a determination.

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

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

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

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

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-25B Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

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

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

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

52.215-5

FACSIMILE PROPOSALS (OCT 1997)

(a) Definition, Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: < >

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

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
001	Computer, Desktop with CPU, Monitor, Keyboard and Mouse	20	EA		

Alternative line item structure offer where monitors are shipped separately:

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

52.233-2

SERVICE OF PROTEST (SEP 2006)

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

Contracting Officer (identified on page 1) - Philadelphia
Building 1, Code n7 (identified on page 1)

700 Robbins Avenue
 Philadelphia, PA 19111-5098
 - OR -
 Contracting Officer (identified on page 1) - Mechanicsburg
 Code n7 (identified on page 1)
 54540 Carlisle Pike
 P O Box 2020
 Mechanicsburg PA 17055-0788

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

52.252-1

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

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

252.246-7003

NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)

52.211-14

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

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

NAVSUPWSSLA18

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's decision on a protest is requested, it will not extend GAO's timeliness requirements. Any 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 Contracting Officer (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:

For solicitations or contracts issued by DOOAAC N00104--
 Independent Protest Review Official

NAVSUP WSS Code 02
Building 410, South End, Bay A30
5450 Carlisle Pike, PO Box 2020
Mechanicsburg, PA 17055-0788

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 19111-5098

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 OODAAC Code (1.e. N63126), then select "Scan Query."

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

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

For Mobile Units and Ships, call the Naval Operational Logistics Support Center (NOLSC) Fleet Locator at:
Commercial 757-443-5434 or DSN 646-5434

SECTION D - PRESERVATION, PACKAGING, PACKING AND MARKING REQUIREMENTS <i>Preservation, packaging, packing and marking instructions shall be in accordance with sections indicated with an "X" in the numbered blocks.</i>										DOCUMENT REF. NO.		PAGE 1 of 1							
CLAUSE D400 SEC. NO.	REQUISITION, CONTRACT OR ORDER NUMBER																		
PRESERVATION, PACKAGING, PACKING AND MARKING REQUIREMENTS																			
<input checked="" type="checkbox"/> 1	General – All specifications applicable to these requirements shall be of the Issue in effect on the date of the invitation for bid or original negotiation. Packaging terms, levels of protection, etc. used in this exhibit are defined in MIL-STD-2073-1.																		
<input type="checkbox"/> 2	Preservation and packaging shall be accomplished in accordance with the requirements of MIL-P-116. The specific packaging procedures, and Level of Protection for each item are delineated in the coded format of MIL-STD-2073-2 and cited below, along with additional data elements as defined in MIL-STD-2073-1.																		
ITEM NUMBER(S) 00-499-9808				PRESER- VATION METHOD	CLEAN/ DRY	PRESERV -ATIVE MATL	WRAP- PING MATL	CUSHION/ DUNNAGE MATL	CORU- THICK- NESS	UNIT CON- TAINER	LEVEL OF PROT	INTERIM CON- TAINER	UNIT CNTR LVL	SPEC MKG	PACKING CODE				
				1	0	0	0	0	0	0	0	A	0	0	A	00	F	F	F
HAZMAT	QTY PER UNIT PACK	INT CTNR QTY	UNIT PACK WT	UNIT PACK CU	SPI NUMBER	REV	SPI DATE	CONTAINER NIIN		GFM	CFM								
N	001	000	48.5	9.028															
CONTAINER MANAGER CODE		PHONE (215) 697-		SUPPLEMENTAL INSTRUCTIONS															
ITEM NUMBER(S)				PRESER- VATION METHOD	CLEAN/ DRY	PRESERV -ATIVE MATL	WRAP- PING MATL	CUSHION/ DUNNAGE MATL	CORU- THICK- NESS	UNIT CON- TAINER	LEVEL OF PROT	INTERIM CON- TAINER	UNIT CNTR LVL	SPEC MKG	PACKING CODE				
HAZMAT	QTY PER UNIT PACK	INT CTNR QTY	UNIT PACK WT	UNIT PACK CU	SPI NUMBER	REV	SPI DATE	CONTAINER NIIN		GFM	CFM								
CONTAINER MANAGER CODE		PHONE (215) 697-		SUPPLEMENTAL INSTRUCTIONS															
ITEM NUMBER(S)				PRESER- VATION METHOD	CLEAN/ DRY	PRESERV -ATIVE MATL	WRAP- PING MATL	CUSHION/ DUNNAGE MATL	CORU- THICK- NESS	UNIT CON- TAINER	LEVEL OF PROT	INTERIM CON- TAINER	UNIT CNTR LVL	SPEC MKG	PACKING CODE				
HAZMAT	QTY PER UNIT PACK	INT CTNR QTY	UNIT PACK WT	UNIT PACK CU	SPI NUMBER	REV	SPI DATE	CONTAINER NIIN		GFM	CFM								
CONTAINER MANAGER CODE		PHONE (215) 697-		SUPPLEMENTAL INSTRUCTIONS															
ITEM NUMBER(S)				PRESER- VATION METHOD	CLEAN/ DRY	PRESERV -ATIVE MATL	WRAP- PING MATL	CUSHION/ DUNNAGE MATL	CORU- THICK- NESS	UNIT CON- TAINER	LEVEL OF PROT	INTERIM CON- TAINER	UNIT CNTR LVL	SPEC MKG	PACKING CODE				
HAZMAT	QTY PER UNIT PACK	INT CTNR QTY	UNIT PACK WT	UNIT PACK CU	SPI NUMBER	REV	SPI DATE	CONTAINER NIIN		GFM	CFM								
CONTAINER MANAGER CODE		PHONE (215) 697-		SUPPLEMENTAL INSTRUCTIONS															
<input type="checkbox"/> 3	Markings of all containers for Item(s) shall include "Type I Shelf Life Item", date of cure, and an "Expiration Date" of _____ years after date of cure shelf life marking shall consist of the quarter of the year (i.e. Jan thru March 192 = 1Q92) in accordance with MIL-STD-129.																		
<input type="checkbox"/> 4	Markings of all containers for Item(s) shall include "Type I Shelf Life Item" date of manufacture/assembly, and an inspection/test date of _____ years after date of manufacture/assembly. Shelf life marketing shall consist of the quarter of the year and the year (i.e. Jan thru March 1992 = 1Q92) in accordance with MIL-STD-129. Refer to Section 5.D for additional requirements.																		