

# INFORMATION TO OFFERORS OR QUOTERS

## SECTION A - COVER SHEET

1. SOLICITATION NUMBER

SPRPA1-15-R-011Z

2. (X one)

a. SEALED BID

b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

### INSTRUCTIONS

**NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.**

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C.1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

DLA AVIATION AT PHILADELPHIA, PA  
DLR PROCUREMENT OPERATIONS (AP)  
CRITICAL APPLICATION ITEM  
PHILADELPHIA PA 19111-5098

4. ITEMS TO BE PURCHASED (Brief description)

SEE SCHEDULE

5. PROCUREMENT INFORMATION (X and complete as applicable)

a. THIS PROCUREMENT IS UNRESTRICTED

b. THIS PROCUREMENT IS A \_\_\_\_\_ % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section L of the Table of Contents in this solicitation for details of the set-aside.)

(1) Small Business

(2) Labor Surplus Area Concerns

(3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION

CAUTION TO OFFERORS - NO CONTRACT WILL BE AWARDED UNDER THIS SOLICITATION AT GREATER THAN FAIR AND REASONABLE PRICES.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

b. ADDRESS (Include Zip Code)

c. TELEPHONE NUMBER (Include Area Code and Extension) (NO COLLECT CALLS)

DLA AVIATION AT PHILADELPHIA, PA  
PHILADELPHIA PA 19111-5098

<b>8. REASONS FOR NO RESPONSE</b> <i>(X all that apply)</i>			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	e. OTHER <i>(Specify)</i>		
<b>9. MAILING LIST INFORMATION</b> <i>(X one)</i>			
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED
<b>10. RESPONDING FIRM</b>			
a. COMPANY NAME		b. ADDRESS <i>(INCLUDE ZIP CODE)</i>	
c. ACTION OFFICER			
(1) Typed or Printed Name <i>(Last, First, Middle Initial)</i>	(2) Title	(3) Signature	(4) Date Signed <i>(YYMMDD)</i>

DD Form 1707 Reverse, MAR 89

FOLD

FOLD

FOLD

FOLD

FROM

AFFIX  
STAMP  
HERE

<b>SOLICITATION NUMBER</b> SPRPA1-15-R-011Z	
<b>DATE (YYMMDD)</b> 26 May 2015	<b>LOCAL TIME</b>

TO  
BID OPENING ROOM (ROOM 2223)

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING <b>DO-A1B</b>	PAGE OF
2. CONTRACT NO.	3. SOLICITATION NO. SPRPA1-15-R-011Z	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 26 May 2015	6. REQUISITION/PURCHASE NO. N00383 15 MPZ Z454
7. ISSUED BY DLA AVIATION AT PHILADELPHIA, PA DLR PROCUREMENT OPERATIONS (AP) 700 ROBBINS AVENUE BUILDING 1 PHILADELPHIA PA 19111-5098		CODE <b>SPRPA1</b>	8. ADDRESS OFFER TO (If other than Item 7) <b>BID OPENING ROOM (ROOM 2223)</b>	

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

**SOLICITATION**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8. or if handcarried, in the depository located in **BLDG 1 ROOM 2223** until 10:00 am local time 6 July 2015  
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME M. Krass	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 215-697-3805
---------------------------	---------------------	---

**11. TABLE OF CONTENTS**

(√) SEC.	DESCRIPTION	PAGE(S)	(√) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X A	SOLICITATION/CONTRACT FORM	1	X I	CONTRACT CLAUSES	19
X B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
X C	DESCRIPTION/SPECS./WORK STATEMENT	4	X J	LIST OF ATTACHMENTS	37
X D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X E	INSPECTION AND ACCEPTANCE	9	X K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	37
X F	DELIVERIES OR PERFORMANCE	14	X L	INSTRS., CONDS., AND NOTICES TO OFFERORS	53
X G	CONTRACT ADMINISTRATION DATA	16	X M	EVALUATION FACTORS FOR AWARD	59
X H	SPECIAL CONTRACT REQUIREMENTS	18			

**OFFER (Must be fully completed by offeror)**

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

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

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE
			18. OFFER DATE

**AWARD (To be completed by Government)**

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

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

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF	PAGES
---------------------------	---	------	----	-------

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN 7RE 2840-01-288-5028 DQ SEAL,AIR,GAS TURBIN      SHELF LIFE 0-00 FOR REFERENCE ONLY 11478      23008169 63005      23008169 66905      23008169 66905      23008169 SMALL BUSINESS SEE TECHNICAL REQUIREMENTS IN SECTIONS C, D, E, AND ATTACHMENTS  See attached "Section D" for Packaging Instructions				
0001AA	SHIP TO N00383-14-X-0933 TP: 3 SW3211	94	EA		
0001AB	SEE DD FORM 1423 EXHIBIT "A"  SOLICITATION NOTES:  For Critical Safety Items (CSI), DFARS clause 252.209-7010, Identification of Critical Safety Items, is incorporated by reference.  For items for which Government inspection and acceptance will be conducted at the source, DLAD clause 52.246-9004, Product Verification Testing, is incorporated by reference. DLAD clauses can be viewed at <a href="http://www.dla.mil/Acquisition/Pages/DLAD.aspx">http://www.dla.mil/Acquisition/Pages/DLAD.aspx</a> . As applicable, DFARS clause 252.242-7005, Contractor Business Systems, is incorporated by reference.  DLAD provision 52.215-9023, Reverse Auctions, is incorporated by reference. DLAD clauses can be viewed at <a href="http://www.dla.mil/Acquisition/Pages/DLAD.aspx">http://www.dla.mil/Acquisition/Pages/DLAD.aspx</a> .  INSPECTION AT ORIGIN ACCEPTANCE AT ORIGIN	1	LO	NSP	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGE OF PAGES

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>POC Email: Michelle.Krass@dla.mil                      POC Phone: 215-697-3805</p>				

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

**NAVSUPWSSBA09  
IMPORTANT NOTICE REGARDING HAZARDOUS MATERIAL (OCT 2006)**

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

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

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

Failure to provide the required information and documentation may render you ineligible for award. If you have questions about whether a solicited item is classified as hazardous, contact the NAVSUP WSS HAZMAT point of contact, NAVSUPWSS Code 0772, at (717) 606-1361.

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

CLIN: 0001  
NIIN: 012885028  
ITEM NAME: SEAL,AIR,GAS TURBIN

ACTIVITY USE ONLY: TDP VERSION NO.: 008

1. SCOPE
  - 1.1 . Markings shall be in accordance with MIL-STD-130, revision level "L" or latest revision, and IAW the drawing requirements.
  - 1.2 . The contractor shall include on the detailed process/operation sheets developed, (1) all in house manufacturing processes and (2) the identity of all manufacturing sources performing processes/operations outside their facility. These sheets shall not be revised or altered after the successful completion of First Article or Production Lot Testing without approval from the Basic Design Engineering activity, via the PCO.
  - 1.3 . Unless otherwise specified, for fabricated parts, the Inspection Method Sheets/ Final Inspection Sheets shall list the characteristics of each item produced under the contract.
 

The manufacturer shall be required to provide certifications of all raw material including castings and forgings, the material source shall be identified and the documentation shall be able to identify the customer and/or contract number. The manufacturer shall maintain all raw material documentation for a minimum of ten (10) years.

The contractor is responsible for providing completed Inspection Method Sheets/Final Inspection Sheets showing the actual dimensions taken for ALL Characteristics, in addition, critical characteristics shall be annotated.
  - 1.4 Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with <Rolls Royce> drawing number ( <63005> ) <23008169> , Revision <latest revision> and all details and specifications referenced therein.
  - 1.5 Unless expressly provided for elsewhere in this clause, equipment such as fixtures, jigs, dies, patterns, mylars, special tooling, test equipment, 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.

1.6 The use of MIL-W-81381 wire in any item to be delivered under this procurement is prohibited. The foregoing prohibition applies notwithstanding any reference to MIL-W-81381 wire that may be made in any of the drawings or specifications for this procurement. SAE-AS22759 latest revision series wire shall be used in lieu of MIL-W-81381 Wire. In any place where MIL-W-81381 wire is cited in this procurement. Any questions concerning this requirement should be directed to the Procuring Contracting Officer.

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

3. REQUIREMENTS - NOT APPLICABLE

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.dcm.mil/20/guidebook\\_process.htm](http://guidebook.dcm.mil/20/guidebook_process.htm) (paragraph 4.2).

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

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

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

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

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: 012885028  
ITEM NAME: SEAL, AIR, GAS TURBIN

ACTIVITY USE ONLY: TDP VERSION NO.: 008

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

NAVSUPWSSDA01  
DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION INCORPORATED BY REFERENCE  
(JUN 2013)

DFARS 252.211-7003 (JUN 2013) is hereby incorporated by reference into this contract with the same force and effect as if it were given in full text.

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

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

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

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

**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.

**NAVSUPWSSDA08  
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-STD-130, REV M.

**NAVSUPWSSDA07  
PRESERVATION, PACKAGING, PACKING AND MARKING (APR 2013)**

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-2073-1E, "Standard Practice for Military Packaging", Packaging Requirements Code specified in the Schedule. When a Specialized Preservation Code/Method of Preservation (MOP) (Table JI-1a) is invoked, 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". 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-B-131, Classes 1 and 3, and MIL-PRF-81705D, Type 1. 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 216-697-5842.

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)

**NAVSUPWSSDA07 (CONT)  
PRESERVATION, PACKAGING, PACKING AND MARKING (APR 2013)**

item required for immediate use or direct installation, or part number item (authority granted to ship without NSN) shall be preserved and packed in accordance with ASTM D 3951-10, "Standard Practice for Commercial Packaging", for all shipments to a Continental United States (CONUS) government activity or contractor-owned facility. Marking shall be in accordance with MIL-STD-129P, "Military Marking for Shipment and Storage." All buys destined for overseas shipment (OCONUS) shall be preserved in accordance with MIL-STD-2073-1E.

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

Domestic Shipments (CONUS): Level B

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

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

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

- 1) Supplementary Procurement Instrument Identification Number (SPIIN) - the 4-digit order number that follows the basic BOA or long-term contract number (e.g. 0001, A001, 5001, 7001, etc.),
- 2) Contract Line Item Number (CLIN) - the 4-digit individual line item number (e.g. 0001, 0002, etc), and
- 3) SubCLIN - the 6-digit sub line item number (e.g. 0001AA, 0001AB, 0002AA, 0002AB, etc).

b. **2D BAR CODE MILITARY SHIPPING LABEL (MSL)** - 2D bar code requirements in accordance with MIL-STD-129P, Paragraph 4.2.2.6

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

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

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

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

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

e. **SPECIAL MATERIAL IDENTIFICATION COCODE (SMIC) FOR NAVSUP WSS MECHANICSB URG MARITIME REQUIREMENTS ONLY**

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

NAVSUPWSSDA07 (CONT)  
 PRESERVATION, PACKAGING, PACKING AND MARKING (APR 2013)

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)
04/D5/D7	DSS-SOC shipping (size permitting)	RED	Unit, intermediate and shipping (size permitting)
1*	LEVEL 1 CLEAN O2-N2	GREEN	Unit, intermediate and shipping
P/VG*	SPECIAL CLEAN O2-N2	GREEN	Unit, intermediate and Shipping
0/D6/D8*	DSS-SOC SPECIAL CLEAN O2/N2	GREEN	Unit, intermediate and shipping
U	FBW SFCC VU	BLUE	Unit, intermediate and shipping (size permitting)
W	FBW SFCC SW	BLUE	Unit, intermediate and shipping (size permitting)
03 Q5	Q3 or Q5	RED	Unit, intermediate and shipping

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

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

5. WOOD PACKAGING MATERIAL (WPM)

In accordance with the latest version of DoD Manual 4140.65-M Compliance for Defense Packaging: Phytosanitary Requirements for Wood Packaging Material (WPM)," assets packed in or on wood pallets, skids, load boards, pallet collars, wood boxes, reels, dunnage, crates, frames, and cleats must comply with the Heat Treatment (HT) or Heat Treatment/Kiln Dried (HT/KD) (continuous at 56 degrees Centigrade for 30 minutes) standard. The WPM must be stamped or branded with the appropriate certification markings as detailed in DoD 4140.65-M and be certified by an accredited American Lumber Standards Committee (ALSC)-recognized agency. The WPM accredited American Lumber Standards Committee (ALSC)-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 tables in MIL-STD-129P to apply either Type I or Type II shelf-life markings for an item's unit, intermediate and shipping containers. Contractors will ensure that at least eighty-five percent (85%) of the Navy shelf-life requirement is remaining when received by the first government activity.

7. REUSABLE NSN CONTAINERS

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

a. REUSABLE CONTAINERS FOR NAVSUP WEAPON SYSTEMS SUPPORT, 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). Source lists of possible container manufacturers may be obtained by contacting 215-697-5842.

b. REUSABLE CONTAINERS FOR NAVSUP WEAPON SYSTEMS SUPPORT, PHILADELPHIA SITE, AVIATION REQUIREMENTS Reusable NSN containers (excluding wood and fiberboard) for AVIATION material (designated by a Cognizant Code of "7R", "8K" 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

**NAVSUPWSSDA07 (CONT)  
PRESERVATION, PACKAGING, PACKING AND MARKING (APR 2013)**

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
00-260-9566	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 (CRR). CRR locations/points of contact can be found at <https://tarp.navsisa.navy.mil/crrc> or by contacting 215-897-2063.

- 8. REUSABLE NSN CONTAINERS FOR FOREIGN MILITARY SALES (FMS), JPO, AND OTHER FOREIGN FORCES ACQUISITION
  - a. Reusable shipping and storage containers shall be provided as CONTRACTOR-FURNISHED MATERIAL (CFM), unless otherwise specified.
  - b. Contractors may tender offers including alternate, non-reusable, packaging methods and be considered responsive.

9. MATERIAL SAFETY DATA SHEETS  
As required by clauses FAR 52.223-3 "Hazardous Material Identification and Material Safety Data" and DFARS 252.223-7001 "Hazard Warning Labels" the offeror is required to list any hazardous material to be delivered under the resultant contract by the submission of Material Safety Data Sheets (MSDSs) to the NAVSUP WSS Support Contracting Officer prior to award. A copy must also be provided to NAVSUP WSS, Code 0772, P.O. Box 2020, 6450 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: 012885028  
ITEM NAME: SEAL,AIR,GAS TURBIN

ACTIVITY USE ONLY: TDP VERSION NO.: 008

**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)

<APPLIES>

4.1.2 Requirements of:  
<ROLLS ROYCE DRAWINGS AND SPECIFICATIONS AS INDICATED>

4.1.3 Form:  
<APPLIES>

4.1.4 Fit:  
<N/A>

4.1.5 Function  
<N/A>

4.1.6 Compliance with drawing ( <63005> ) <23008169> , Revision <E> 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 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 \$ <4500.00> 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 FAT samples

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

4.5.2 < > 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 DCMC 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.

< > Sample(s) shall be returned to the contractor but shall not 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. This paragraph does NOT apply to shipping containers.

4.7 FAT Approval Criteria

4.7.1 FAR 52.209-4 applies

(A) The contractors shall deliver <2> > unit(s) of the following CAGE ( <63005> > ) Part Number <23008169> > , Revision <E> > within <300> > calendar days from the date of this contract to the Government at

<FRCSE / ISSC / 6206 Aviation Avenue / Cecil Commerce Center  
FAT TEST OFFICE ATTENTION: LARRY GIGGEY / CODE 4.9.9  
JACKSONVILLE, FL.32221-8112>

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 <30> > 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 Production Lot Test Requirements: The tests to be performed under the production lot sample testing provisions of the contract are as follows:

4.9.1 Workmanship

Production lot samples shall be inspected to determine general workmanship.

4.9.2 Dimension check

Production lot samples shall be inspected to determine compliance with applicable drawings and/or specifications.

<PRODUCTION LOT INSPECTION SHALL BE PERFORMED AT THE CONTRACTORS FACILITY WITNESSED AND ACCEPTED BY THE LOCAL OCMA/QAR>

4.9.3 Form:

<APPLIES>

4.9.4 Fit:

<NA>

4.9.5 Function:

<NA>

4.9.6 Requirement of:

<ALL ROLLS ROCES DRAWINGS AND SPECIFICATIONS>

4.10 In addition to the above tests, the production lot samples to be delivered hereunder shall also be subjected to those tests which will demonstrate that the samples comply with the contract requirements.

4.11 The contractor will be responsible for providing the necessary parts and repair of the production lot samples during testing.

4.12 Disposition of test samples

4.12.1 < > Samples shall not be returned to the contractor because they shall be destroyed during testing.

4.12.2 <APPLIES> Unless otherwise provided for in the contract, samples shall be returned to the contractor and may be considered as production items under the contract provided the samples can be refurbished to Ready For Issue condition and provided the samples have inspection approval of the cognizant DCMC QAR. Samples may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.

4.12.3 < > Samples shall be returned to the contractor but shall not be considered as production due.

4.13 Production Lot Test Criteria:

4.14 (A) As specified in this contract, the contractor shall test <2> selected at random by the cognizant Government Inspector (DCMC) as production lot samples. At least fourteen (14) calendar days before beginning the production lot sample tests, the contractor shall notify the contracting officer, in writing, of the time and location of the testing so the Government may witness the tests.

(B) The contractor shall submit the Production Lot Sample Test Report within 15 calendar days from the date of testing. Forward copies of the report in accordance with the distribution cited on the DD1423. Mark reports as follows: "Production Lot Sample Test Report, Contract No. \_\_\_\_\_ Lot/item No. \_\_\_\_." Within forty-five (45)

calendar days after the Government receives the test report, the contracting officer shall notify the contractor, in writing, of the approval, conditional approval, or disapproval of the production lot samples. A notice of disapproval shall cite the reasons for the disapproval. Unless expressly permitted elsewhere in this contract, the delivery of the production articles shall not be made until after notification by the Government of the approval/disapproval of the production lot samples; any production items delivered prior to the notification of the approval/ disapproval of the production lot samples shall be at the contractor's risk.

(C) In the event the contractor does not receive written notification of approval or disapproval of the samples for a particular production lot within forty-five (45) days from their submission for such testing, the contract delivery schedule shall be equitably adjusted as necessary.

(D) If the contractor fails to deliver the test report for any production lot samples within the time or times specified, or if the Contracting Officer disapproves any production lot samples, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract, and this contract shall be subject to termination for default.

(E) In order for a production lot to be acceptable, all samples representative of the lot must pass all of the contract requirements. In the event a sample fails to pass such requirements the lot will be rejected. In such event, the Government may, at its option and at no additional cost to the Government, (I) terminate all or any portion of this contract for default, (II) require the manufacture of a new production lot, or a rework of the rejected production lot if the means and procedures proposed by the contractor for rework are acceptable to the Government, or (III) require the submission of additional samples for test. The foregoing procedures shall apply to new or reworked production lots in the same way as they did to the original production lot.

(F) For each additional sample or each resubmission of a modified sample which the contractor is required to submit for approval hereunder as a result of the failure of a previous sample to conform to the requirements of the specifications, the contractor shall pay the Government the costs of reinspection, shipping, examination, and retesting by the Government, and the contractor and his sureties (if any) shall be liable for the amount of such costs.

**4.16 ALTERNATE OFFERORS - Waiver of Production Lot Testing Approval Requirements**

Unless otherwise specified in Section E of this solicitation, the Naval Inventory Control Point reserves the right to waive the Production Lot Testing 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 Production Lot Testing Approval 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 responsible for the offer, stating that:

- (I) the articles to be provided will be produced using the same facilities, processes, sequence 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) In the event waiver of the Production Lot Testing Approval Requirements is granted, the delivery schedule for the production units shall be one hundred and sixty-five (165) days earlier than that which is desired had the waiver not been granted. If the offeror is unable to meet the desired schedule, he shall insert below the alternate delivery schedule he offers the government.

**Offeror's Alternative Proposed Delivery Schedule  
(Based on waiver of Production Lot Testing Approval Requirements)**

Within Days:  
Item No. \_\_\_\_\_ Quantity: \_\_\_\_\_ After Date of Contract: \_\_\_\_\_

**4.16 . Mandatory Inspection Requirements:**

100% Procurement Contracting Officer (PCO) mandatory inspection is required and shall be accomplished at source under the surveillance and final approval of the cognizant DCMAO Quality Assurance Representative (QAR).

During production, mandatory inspection is required to be accomplished by the contractor as follows:

- A. Level of Inspection (LOI).
  - 1. Critical characteristics: 100% inspection shall apply.
  - 2. Major and Minor characteristics: LOI shall be in accordance with a sampling plan acceptable to the QAR.
- B. Critical characteristics:
  - <AS INDICATED ON DRAWING ZONE: 3F PRESSURE TEST AREA AND CONNECTIONS SLOT PER AMS2601>
- C. Major and Minor characteristics
  - 1. Shall be defined by the contractor subject to QAR concurrence, unless defined on applicable drawings and associated specifications.

4.17 . Quality/Inspection Requirements  
 The following quality/inspection requirements apply:  
 MIL-I-45208A and paragraphs 3.1-3.5, 5.1-5.2, 6.1-6.2 of MIL-Q-9858.

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

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

This clause is incorporated by reference with the same force and effect as if it were given in full text.

< > ) Alternate I (JUL 1985) applies when a fixed-price incentive contract is contemplated

< > ) Alternate II (JUL 1985) applies when a fixed-ceiling-price contract with retroactive price redetermination is contemplated

**AVSUPWSSEA10  
 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT- MIL-I/MIL-Q (OCT 2008)**

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

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

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

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

(c) Measuring and Test Equipment - The contractor shall use a calibration system that meets the requirements of MIL-STD-45662A, ANSI/NCSS-7540.3-2006, 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  
 P.O.B. DESTINATION--EVIDENCE OF SHIPMENT (FEB 1999)**

**52.211-17  
 DELIVERY OF EXCESS QUANTITIES (SEP 1989)**

**52.211-8  
 TIME OF DELIVERY (JUNE 1997)**

52.211-8 (CONT)  
 TIME OF DELIVERY (JUNE 1997)

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

Item No.	Quantity	Within Days After Date of Contract
<0001AA>	<124 EACH>	<350 DAYS>
<0001AB>	<1 LOT>	<SEE DD1423>
< >	< >	< >
< >	< >	< >
< >	< >	< >

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

**52.211-8 (CONT)  
TIME OF DELIVERY (JUNE 1997)**

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. DESTINATION (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).

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

"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 DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

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

<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:	< >
Service Approver (DoDAAC):	< >
Service Acceptor (DoDAAC):	<TBD>
Accept at Other DoDAAC:	< >
LPO DoDAAC:	< >
DCAA Auditor DoDAAC:	< >
Other DoDAAC(s):	< >

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

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

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

(5) WAWF EMAIL NOTIFICATIONS. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.  
< > (Contracting Officer: Insert applicable email addresses or "Not applicable.")

**(g) WAWF POINT OF CONTACT.**

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.  
Shirley Young, Code 0252.07, at 717-605-1134 or via shirley.young@navy.mil  
(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

**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 (DD254). Such request shall be submitted to the Contracting Officer via the cognizant government inspector.

The clause at FAR 52.204-2, "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 52.232-23 "Assignment of Claims" Clause Incorporated by Reference in Section I Contract Clauses of this document, the assignee shall forward a true copy of the instrument of assignment, (i.e. a certified duplicate or Photostat copy of the original assignment), and an original and three (3) copies of the Notice of Assignment to:

- 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.

**NAVSUPWSSHA23  
NAVY USE OF SUPPORT CONTRACTOR/RELEASE OF OFFEROR INFORMATION (OCT 2010)**

\*\*\*\* NOTE: THIS CLAUSE DOES NOT APPLY TO CONTRACTUAL DOCUMENTS ISSUED BY DLA ACTIVITIES WITH DODAAC SPRMM1 OR SPRPA1, OR BY NAVICP-MECH CONTRACTING DEPARTMENTS 833 "SPECIAL EMPHASIS" OR 8732 "NUCLEAR REACTORS."

The Government may utilize contractor support, as required, for the duration of the solicitation, award and performance phases of this acquisition. Information, including business sensitive/confidential or proprietary data, the offeror provides to the Government or information already in the possession of the Government may be viewed and utilized by the support contractor(s) in the course of its contract performance. The information that may be made available to the contractor may include, for example, pricing and technical proposals, historical contract, pricing and performance information, Commercial Asset Visibility (CAV) reporting information and similar data/information.

By submission of your proposal, the offeror and its subcontractors consent to a release of their business sensitive/confidential or proprietary data to the Government's support contractor(s). Prior to the release of any such information to the support contractor(s), the support contractor will have in place with the Government a Non-Disclosure/Non-Use Agreement in accordance with the terms of the support contract.

Offerors may execute their own Non-Disclosure Agreement with the Government support contractor(s) listed below. The Government support contractor(s) must provide copies of the executed agreements to the Contracting Officer (PCO) and the Contracting Officer's Representative (COR) for the support contract; and the offeror/contractor for this acquisition must provide copies of the executed Agreement to the PCO for this acquisition. If the offeror/contractor seeks such a Non-Disclosure Agreement with the support-contractor, the Agreement must be executed no later than the closing date for submission of proposals under this solicitation. Once proposals are submitted, the Government will not delay release of offeror/contractor information to the support contractor.

**NAVSUPWSSHA23 (CONT)  
NAVY USE OF SUPPORT CONTRACTOR/RELEASE OF OFFEROR INFORMATION (OCT 2010)**

Company: Trevor L. Newman L.L.C  
POC: Ms. Trevor Newman  
Telephone Number: 609.457.1849 or 609.788.3761E-Mail Address: tlnadmin@comcast.net

Company: Client Solution Architects  
POC: Mr. Michael Beliveau  
Telephone Number: 717.829.7816  
E-Mail Address: mbeliveau@csaassociates.com

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

**252.226-7001  
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). (Use if the contract is exempt from one or more of the requirements of E.O. 11246).

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 --

**252.225-7016 (CONT)****RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)**

(1) Each ball and roller bearing delivered under this contract shall be manufactured in the United States, its outlying areas, or Canada; and

(2) For each ball or roller bearing, the cost of the bearing components manufactured in the United States, its outlying areas, or Canada shall exceed 50 percent of the total cost of the bearing components of that ball or roller bearing.

(c) The restriction in paragraph (b) of this clause does not apply to ball or roller bearings that are acquired is --

(1) Commercial components of a noncommercial end product; or

(2) Commercial or noncommercial components of a commercial component or a noncommercial end product.

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

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

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts, except those for --

(1) Commercial items; or

(2) Items that do not contain ball or roller bearings.

**252.225-7021****TRADE AGREEMENTS (DEC 2012)****52.219-7003D****SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)(DEVIATION)**

This clause supplements either Federal Acquisition Regulation clause 52.219-9 Small Business Subcontracting Plan, or clause 52.219-9 Small Business Subcontracting Plan (DEVIATION), whichever of those two clauses is included in this contract.

**(a) Definitions.**

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

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

(b) Except for company or division-wide commercial items subcontracting plans, the term, "small disadvantaged business," includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protégé Program established under Section 831 of Pub. L. 101-510, as

**252.219-7003D (CONT)  
SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)(DEVIATION)**

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

- (1) Protege firms which are qualified organizations employing the severely handicapped; and
- (2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub.L. 101-510.

(f) The master plan is approved by the Contractors cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer (ACO) 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.

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

(i) The Individual Subcontract Report (ISR) shall be submitted to the ACO administering the contract unless contract administration has been delegated to the Defense Contract Management Agency (DCMA). If DCMA is administering the contract, submit the ISR to the Contracting Officer of the procuring contracting office. If no ACO has been assigned, submit the ISR to the Contracting Officer of the procuring contracting office.

(ii) An SSR for other than commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency listed below that administers the majority of the Contractor's individual subcontracting plans:

- (A) Department of the Army
- (B) Department of the Navy
- (C) Department of the Air Force
- (D) Defense Advance Research Projects Agency
- (E) Defense Contract Management Agency
- (F) Defense Commissary Agency
- (G) Defense Finance and Accounting Service
- (H) Defense Information System Agency
- (I) Defense Logistics Agency
- (J) Defense Media Center
- (K) Defense Micro Electronics Activity
- (L) Department of Defense Education Activity
- (M) Defense Security Cooperation Agency
- (N) Defense Security Service
- (O) Defense Threat Reduction Agency
- (P) Missile Defense Agency
- (Q) Tricare Management Agency
- (R) United States Special Operations Command
- (S) United States Transportation Command
- (T) Uniformed Services University of the Health Sciences
- (U) Washington Headquarters Service

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

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

(ii) The Authority to acknowledge or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractor's individual subcontracting plans.

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

(iv) The authority to acknowledge or reject the Year-End Supplementary Report for Small Disadvantaged Businesses resides with the Component SSR Coordinator who acknowledges or rejects the SSR.

(v) If the Contractor submits the Small Disadvantaged Business Participation report using eSRS, the authority to acknowledge or reject this report in eSRS resides with the contracting officer who acknowledges or rejects the ISR.

( < > ) Alternate I (DEVIATION). When this clause is used to supplement FAR clause 52.219-9 Small Business Subcontracting Plan (DEVIATION), substitute the following paragraph (h)(1)(i) for (h)(1)(i) in the basic clause:

(h)(1)(i) The Standard Form 294 Subcontracting Report for Individual Contracts shall be submitted to the ACO or, if no ACO is assigned, the Contracting Officer; paragraph (h)(2)(i) is inapplicable.

**252.204-7004  
ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEPT 2007)**

**52.215-14  
INTEGRITY OF UNIT PRICES (OCT 1997)**

**52.215-14 (CONT)  
INTEGRITY OF UNIT PRICES (OCT 1997)**

( < > ) Alternate I (OCT 1997) (Applies when contracting without adequate price competition)

**252.225-7036  
BUY AMERICAN ACT--FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM (DEC 2010)**

The basic clause at 252.225-7036 applies when the estimated value equals or exceeds \$70,079. The clause with its Alternate I (JUL 2009) applies when the estimated value equals or exceeds \$25,000 but is less than \$70,079.

**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 1996) applies to the acquisition of commercial items.

**52.215-18  
REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JULY 2005)**

**252.225-7001  
BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (DEC 2012)**

**52.222-35  
EQUAL OPPORTUNITY FOR VETERANS(SEP 2010)**

If checked, the alternate below applies:

( < > ) Alternate I (DEC 2001) (Use if Director, Office of Federal Contract Compliance Programs or the head of the agency waives one or more (but not all) of the terms of the clause).

52.222-35 (CONT)  
EQUAL OPPORTUNITY FOR VETERANS(SEP 2010)

NOTICE: The following term(s) of this clause are waived for this contract:  
( < > ) (Contracting Officer shall list terms).  
< >

252.232-7010  
LEVIES ON CONTRACT PAYMENTS (DEC 2006)

252.225-7012  
PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2012)

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," 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 <ONE YEAR A.D.C.> (Contracting Office shall state specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period ; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time ---

(i) All supplies furnished under this contract will be free from defects in material or workmanship and 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 and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

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

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

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

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

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

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

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

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

- (A) Require an equitable adjustment in the contract price for any group of supplies.
- (B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.
- (C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.
- (D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)

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

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

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

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

**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.

**252.246-7001**  
**WARRANTY OF DATA (DEC 1991)**

(a) Definition. "Technical data" has the same meaning as given in the clause in this contract entitled,

252.246-7001 (CONT)  
WARRANTY OF DATA (DEC 1991)

Rights in Technical Data and Computer Software.

(b) Warranty. Notwithstanding inspections and acceptance by the Government of technical data furnished under this contract, and notwithstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.

(c) Contractor Notification. The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above warranty which the Contractor discovers within the warranty period.

(d) Remedies. The following remedies shall apply to all breaches of warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the contractor of the breach in writing within the warranty period.

- (1) Within a reasonable time after such notification, the Contracting Officer may-
  - (i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or
  - (ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.
- (2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may, within reasonable time of the refusal or failure-
  - (i) By contract or otherwise, correct or replace the nonconforming technical data and charge the cost to the Contractor; or
  - (ii) Elect a price or fee adjustment instead of correction or replacement.
- (3) The remedies in this clause represent the only way to enforce the Government's rights under this clause.

(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government under paragraph (d)(1)(i) of this clause.

< > ALTERNATE I (DEC 1991)

As prescribed in 246.710(2), substitute the following for paragraph (d)(3) of the basic clause:

- (3) In addition to the remedies under paragraph (d)(1) and (2) of this clause, the Contractor shall be liable to the Government for all damages to the Government as a result of the breach of the warranty.
  - (i) The additional liability under paragraph (d)(3) of this clause shall not exceed 75 percent of the target profit.
  - (ii) If the breach of the warranty is with respect to the data supplied by an equipment subcontractor, the limit of the Contractor's liability shall be-
    - (A) Ten percent of the total subcontract price in a firm fixed price subcontract;
    - (B) Seventy-five percent of the total subcontract fee in a cost-fixed-fee or cost-plus-award-fee subcontract; or
    - (C) Seventy-five percent of the total subcontract target profit or fee in a fixed-price or cost-plus-incentive-type contract.
  - (iii) Damages due the Government under the provisions of this warranty are not an allowable cost.
  - (iv) The additional liability in paragraph (d)(3) of this clause shall not apply-
    - (A) With respect to the requirements for product drawings and associates lists, special inspection equipment (SIE) drawings and associates lists, special tooling drawings and associates lists, SIE operating instructions, SIE descriptive documentations, and SIE calibration procedures under MIL-T-31000, General Specification for Technical Data Packages, Amendment 1, or MIL-T-47500, General Specification for Technical Data Packages, Supp 1, or drawings and associated lists under level 2 or level 3 of MIL-D-100A, Engineering and Associated Data Drawings, or DoD-D-1000B, Engineering and Associated Lists Drawings (Inactive for New Design) Amendment 4, Notice 1; or drawings and associates lists under category E or I of MIL-D-1000, Engineering and Associated Lists Drawings, provided that the data furnished by the Contractor was current, accurate at time of submission, and did not involve a significant omission of data necessary to comply with the requirements; or
    - (B) To defects the Contractor discovers and gives written notice to the Government before the Government discovers the error.

< > ALTERNATE II (DEC 1991)

As prescribed at 246.710(3), substitute the following paragraph for paragraph (d)(3) of the basic clause:

- (3) In addition to the remedies under paragraphs (d)(1) and (2) of this clause, the Contractor shall be liable to the Government for all damages to the Government as a result of the breach of the warranty.
  - (i) The additional liability under paragraph (d)(3) of this clause shall not exceed ten percent of the total contract price.

252.246-7001 (CONT)  
WARRANTY OF DATA (DEC 1991)

(ii) If the breach of the warranty is with respect to the data supplies by an equipment subcontractor, the limit of the Contractor's liability shall be-

- (A) Ten percent of the total subcontract price in a firm fixed-price subcontract;
- (B) Seventy-five percent of the total subcontract fee in a cost-plus-fixed-fee subcontract; or
- (C) Seventy-five percent of the total subcontract target profit or fee in a fixed-price or

cost-plus-incentive-type contract.

(iii) The additional liability specified in paragraph (d)(3) of this clause shall not apply-

(A) With respect to the requirements for product drawings and associated lists, special inspection equipment (SIE) drawings and associated lists, special tooling drawings and associated lists, SIE operating instructions, SIE descriptive documentation, and SIE calibration procedures under MIL-T-31000, General Specification for Technical Data Packages, Amendment 1, or MIL-T-47500, General Specification for Technical Data Packages, Supp 1, or drawings and associated lists under level 2 or level 3 of MIL-D-1000A, Engineering and Associated Data Drawings, or DoD-D-100B, Engineering and Associated Lists Drawings (Inactive for New Design) Amendment 4, Notice 1; or drawings and associated lists under category E or I of MIL-D-1000, Engineering and Associated List Drawings, provided that the data furnished by the Contractor was current, accurate at time of submission, and did not involve a significant omission of data necessary to comply with the requirements; or

(B) To defects the Contractor discovers and gives written notice to the Government before the Government discover the error.

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 rerepresent 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

hereafter.

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

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

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

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

(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 rerepresentation was completed:

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

**52.219-9D  
SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013)**

( < > ) Alternate I (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 (FPDS) because disclosure would compromise national security.

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

(1)

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

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

**52.222-99  
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION 2010-00013) (JUN 2010)**

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also

**52.222-99 (CONT)  
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION  
ON 2010-00013)(JUN 2010)**

post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Office of Labor-Management Standards web site at

[www.dol.gov/olms/regs/compliance/E013496](http://www.dol.gov/olms/regs/compliance/E013496); or

(4) Reproduced and used (as) exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractors.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such actions with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**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)):

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

(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 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if-

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

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

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

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

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

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the 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 FPDS.

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

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for 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 or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

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

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation

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

information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

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

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

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

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

**52.222-36  
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)**

If checked, the alternate below applies:

( < > ) Alternate I (JUN 1998) (Use if the agency head waives one or more (but not all) of the terms of the clause.)

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

< > (Contracting Officer shall list terms).

**252.205-7000  
PROVISION 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 (MAY 2002)**

( < > ) Alternate I (MAR 2000)(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 (MAR 2000)(Applies if any of the supplies to be transported are commercial items that are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.)

( < > ) Alternate III (MAY 2002)(Applies when the anticipated value is at or below the simplified acquisition threshold.)

**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

**NAVSUPWSSIA18 (CONT)  
CONFIGURATION MANAGEMENT (OCT 2004)**

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 be 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 DCMA'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 P761.

(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 DI-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

NAVSUPWSSIA18 (CONT)  
 CONFIGURATION MANAGEMENT (OCT 2004)

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 DCMA 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.

(5) 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.

2.209-3  
 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)

(a) The Contractor shall test < > unit(s) of Lot/Item < > as specified in this contract. At least < > calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report with < > calendar days from the date of this contract to < > (insert address of the Government activity to receive the report) marked "First Article Test Report: Contract No. < >, Lot/Item No. < >". Within < > calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval 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 the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, 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 then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time 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.

(d) If the Contractor fails to deliver any first article report 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.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting

**52.209-3 (CONT)  
FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)**

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.

(g) 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.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

< > Alternate I (Jan 1997). As prescribed in 9.308-1(a)(2) and (b)(2), add the following paragraph (i) to the basic clause:

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

< > Alternate II (Sep 1989). As prescribed in 9.308-1(a)(3) and (b)(3), substitute the following paragraph (g) for paragraph (g) of the basic clause.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

**52.222-20  
WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010)**

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

**252.203-7001  
PROHIBITIONS ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FE  
LONIES (DEC 2008)**

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

**252.204-7000  
DISCLOSURE OF INFORMATION (DEC 1991)**

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

**52.222-37  
EMPLOYMENT REPORTS ON VETERANS (SEP 2010)**

**52.248-24  
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)

252.227-7013  
RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (NOV 1995)

52.203-7  
ANTI-KICKBACK PROCEDURES (OCT 2010)

52.203-8  
CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

252.227-7017  
IDENTIFICATION AND ASSERTION OF USE, RELEASE, OF DISCLOSURE RESTRICTIONS (JUNE 1995)

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

252.227-7030  
TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)

52.219-8  
UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)

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

52.215-23  
LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

( < > ) ALTERNATE I (OCT 2009) (applies only if selected with an "X")  
As prescribed in FAR 15.408(n)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer has determined that there will be no excessive pass-through charges, provided the Contractor performs the disclosed value-added functions.

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 (JULY 2006)

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

252.227-7028  
TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

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

52.202-1  
DEFINITIONS (NOV 2013)

52.244-6  
SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2013)

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 (JULY 2005)

52.223-6  
DRUG-FREE WORKPLACE (MAY 2001)

52.223-14  
TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

52.229-3  
FEDERAL, STATE, AND LOCAL TAXES--COMPETITIVE (APR 2003)

252.225-7013  
DUTY-FREE ENTRY (JUN 2012)

52.232-1  
PAYMENTS (APR 1984)

252.225-7009  
RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JUN 2012)

52.232-8  
DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11  
EXTRAS (APR 1984)

52.232-17  
INTEREST (OCT 2008)

52.222-50  
COMBATING TRAFFICKING IN PERSONS (FEB 2009)

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

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 (JAN 1997)

52.203-5  
COVENANT AGAINST CONTINGENT FEES (APR 1984)

52.227-1  
AUTHORIZATION AND CONSENT (DEC 2007)

52.227-9  
REFUND OF ROYALTIES (APR 1984)

52.232-23  
ASSIGNMENT OF CLAIMS (JAN 1986)

52.233-3  
PROTEST AFTER AWARD (AUG 1996)

52.242-13  
BANKRUPTCY (JUL 1995)

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

52.222-19  
CHILD LABOR-COOPERATION WITH AUTHORITIES AND 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 (JULY 2002)

52.204-2  
SECURITY REQUIREMENTS (AUG 1996)

52.215-2  
AUDIT AND RECORDS - NEGOTIATION (MAR 2009)

52.222-21  
PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

**52.222-54  
EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)**

**52.232-40  
PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contractor subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

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

CLIN: 0001  
NIIN: 012885028  
ITEM NAME: SEAL, AIR, GAS TURBIN

ACTIVITY USE ONLY: TDP VERSION NO.: 008

DOCUMENT NAME	EXHBT/ATTCHMNT
NOTES	ATTACHMENT 1
DD1423	EXHIBIT A

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

**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.

**252.209-7004  
SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A  
TERRORIST COUNTRY (DEC 2008)**

**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

252.225-7035 (CONT)

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

Agreements-Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

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

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products 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) Certification and identification of country of origin

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

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

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

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

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

(Line Item Number) (Country of Origin)

(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 (i) of the definition of "domestic end product":

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

( < > ) ALTERNATE I (NOV 2012)

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

( < > ) ALTERNATE II (NOV 2012)

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

252.225-7035 (CONT)

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

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

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

(Line Item Number) (Country of Origin)

( < > ) ALTERNATE III (JUN 2012)

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

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

(b)(2) For line items subject to Free Trade Agreements, will evaluate 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)(ii) for paragraphs (a), (b)(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.

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

(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
_____	_____
_____	_____
_____	_____

**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.

**NAVSUPWSSKA04 (CONT)  
PRICING INFORMATION (JUNE 2005)**

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. Release	Date Released	Date of Anticipated
--------------	----------------------------	---------------	---------------------

(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.

**252.225-7000  
BUY AMERICAN STATUTE-BALANCE OF PAYMENTS PROGRAM-CERTIFICATE (JUN 2012)**

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

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

(c) Certifications and identification of country of origin.  
 (1) For all line items subject to the Buy American and Balance of Payments Program clause of this solicitation, the offeror certifies that -  
 (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end products; 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
------------------	-------------------

252.225-7000 (CONT)

BUY AMERICAN STATUTE-BALANCE OF PAYMENTS PROGRAM-CERTIFICATE (JUN 2012)

_____	_____
_____	_____
_____	_____

(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., and 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)
_____	_____
_____	_____
_____	_____
_____	_____

252.209-7002

DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUNE 2005)

(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) information, except classified keys used to operate secure telephone units (STU IIIs);

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

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

(v) Sensitive Compartmented Information (SCI).

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

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

**252.209-7002 (CONT)****DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUNE 2005)**

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

**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," "produce," "required form," and "specialty metal," as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

(b) The offeror 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

52.223-7001 (CONT)  
HAZARD WARNING LABELS (DEC 1991)

The labelling requirements of one of the following statutes:

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

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

MATERIAL (If None, Insert "NONE".)

ACT

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

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

52.204-8  
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2013)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is <336412> (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 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation and the offeror is currently registered in 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;

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

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

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

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

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

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

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

**52.204-8 (CONT)  
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2013)**

provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(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) 52.215-8, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

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

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

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

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

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

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

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

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

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

(xvii) 52.225-4, Buy American Act-free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

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

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(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 service of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

( < > )(i) 52.219-22, Small Disadvantaged Business Status.

( < > )(A) Basic.

( < > )(B) Alternate I.

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

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

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

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

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

( < > )(A) Basic.

( < > )(B) Alternate I.

( < > )(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard

**52.204-8 (CONT)  
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2013)**

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 15-2, Section I Paragraph A.  
(b) Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?  
(c) \_\_\_\_\_
- 2.(a) FAR 15.408, 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) \_\_\_\_\_

**252.215-7009 (CONT)**  
**PROPOSAL ADEQUACY CHECKLIST (MAR 2013)**

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 15.403-1(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 D 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 D 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 officer has initiated or may need to request field pricing analysis?

(c) \_\_\_\_\_

**252.215-7009 (CONT)**  
**PROPOSAL ADEQUACY CHECKLIST (MAR 2013)**

- 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 1; 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 offeror 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 52.215-20?  
 a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)0, 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(1).  
 (b) Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for 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 31.206-26(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-phasing)?  
 (c) \_\_\_\_\_

**252.215-7009 (CONT)  
PROPOSAL ADEQUACY CHECKLIST (MAR 2013)**

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**

27.(a) FAR 15.408, Table 15-2, Section II Paragraph D.

(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 15-2, 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 15-2, Section III Paragraph B.

(b) Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (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 15-2.III.B?

(c) \_\_\_\_\_

32.(a) FAR 15.408, Table 15-2, Section III Paragraph C.

(b) For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.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 ratio, 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) \_\_\_\_\_

252.215-7009 (CONT)  
PROPOSAL ADEQUACY CHECKLIST (MAR 2013)

36.(a) FAR 15.408(n); FAR 52.215-22; FAR 52.215-23.

(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) \_\_\_\_\_

252.209-7995

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR  
A FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2013 APPROPRIATIONS (DEVI  
ATION 2013-00010)(APR 2013)

(a) In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriation Act, 2013, (Pub . L. 113-6), 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 interest 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.

252.209-5

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RE  
SPONSIBILITY MATTERS (DEC 2008)

(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 the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a 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;

(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

**52.209-5 (CONT)**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2008)**

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. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(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).

(1) 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 nonresponsible.

(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.

**52.215-7  
RESERVED BY FAR**

The offeror has (check the appropriate block)

(a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated \_\_\_\_\_ (insert date of signature on submission) that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows (insert changes that affect only this proposal; if "none," so state); \_\_\_\_\_.

(b) Enclosed its annual representations and certifications.

**52.\*\*\*-8  
REPLACED BY CLAUSE CODE KA10FY**

(a) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 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.

**52.\*\*\*-8 (CONT)  
REPLACED BY CLAUSE CODE KA10FY**

(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

**52.207-4  
ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)**

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

---



---



---



---

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to

52.207-4 (CONT)  
 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

Item	Quantity	Price Quotation	Total
------	----------	-----------------	-------

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

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

52.215-1  
 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing, writing, or written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and

address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

**52.215-1 (CONT)**  
**INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)**

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and  
 (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(1) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 a.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-6, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets); and

**52.215-1 (CONT)**  
**INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)**

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offeror (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

( < > ) Alternate I (Oct 1997). As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

(f)(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

( < > ) Alternate II (Oct 1997). As prescribed in 15.209(a)(2), add a paragraph (c)(9) substantially the same as the following to the basic clause:

(c)(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly

**52.215-1 (CONT)  
INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)**

identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

**52.243-7002  
REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)**

(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) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation; and  
(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if 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 adjustment under an incentive provision of the contract.

**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.

**52.215-5 (CONT)  
FACSIMILE PROPOSALS (OCT 1997)**

(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.

**52.233-2  
SERVICE OF PROTEST (AUG 1996)**

(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 General Accounting Office (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 02? (identified on page 1)  
700 Robbins Avenue  
Philadelphia, PA 19111-5098

- OR -

Contracting Officer (identified on page 1) - Mechanicsburg  
Code 02? (identified on page 1)  
54540 Carlisle Pike  
P O Box 2020  
Mechanicsburg PA 17065-0788

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

**252.209-7001  
DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY  
(JAN 2009)**

**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=0>

DFARS and NMCARS only at the DPAP website --  
[https://acquisition.navy.mil/rda/home/policy\\_and\\_guidance](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.

**52.211-2  
AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN  
THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)  
(JAN 2006)**

- (a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
- (1) ASSIST (<http://assist.daps.dla.mil>);
  - (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
  - (3) ASSISTdocs.com (<http://assistdocs.com>).

**52.211-2 (CONT)  
 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN  
 THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)  
 (JAN 2008)**

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

**252.246-7003  
 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)**

**52.215-22  
 LIMITATIONS ON PASS-THROUGH CHARGES-IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2  
 009)**

**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; ( <A1B> ) DO rated order certified for national defense, emergency preparedness, and and energy program use under the Defense Priorities and Allocations System (DPAS) (16 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 DODAAC 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 DODAAC Code (i.e. N63126), then select "Scan Query."

**NAVSUPWSSLA19 (CONT)  
CONSIGNMENT INSTRUCTIONS (MAY 2010)**

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

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

**5252.215-9401  
EVALUATION OF FIRST ARTICLE TESTING (JUNE 2003)**

(a) Offerors are advised that the contract awarded as a result of this solicitation will require first article testing. This requirement may be waived by the Contracting Officer when suppliers identical or similar to those called for have previously been delivered by the offeror and accepted by the Government. Therefore, offerors can submit alternative offers, one including testing and approval and the other excluding testing and approval. If the Government waives the requirement for first article unit(s), test plans, testing and test report(s) for eligible offerors, the prices set forth below in paragraph (g) will be used in evaluating offers. In addition, all provisions relating to first article testing will be deleted from the resulting contract.

(b) Offerors shall identify these identical or similar supplies by the contract number, agency, national stock number, contract award date, and contract delivery date.

CONTRACT NUMBER	AGENCY	NSN	CONTRACT AWARD DATE	CONTRACT DELIVERY DATE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) < > The Government is responsible for first article testing under this contract. The cost to the Government of this testing will be a factor in the evaluation of offers, as it will be added to the offers requiring first article testing. The estimated cost of this testing is \$ < > .

< > The contractor is responsible for first article testing under this contract.

(d) The approved first article < > serve as a manufacturing standard.

(e) Earlier delivery, if required in case of waiver of first article, shall not be a factor in the evaluation for award.

(f) The prices for first articles and first article tests in relation to production quantities shall not be materially unbalanced, if first article test items or tests are to be separately priced.

(g) Unit price offered if First Article is waived: \$ < > .

**CONSIGNMENT INSTRUCTIONS**

**NOTE: The activity codes listed below are used to identify the Activities which are to receive material. The activity code and the quantities to be shipped to each activity under this contract appear in the Schedule. DO NOT SHIP TO A WATER PORT OR AIR TERMINAL WITHOUT COMPLYING WITH THE CLEARANCE/MILSTAMP REQUIREMENTS OF CLAUSE FAR 52.247-52.**

SW3122 Receiving Officer,  
DLA DISTRIBUTION JACKSONVILLE, BLDG 175 SWAN ROAD, JACKSONVILLE, FL 32212-0103

CLIN: 0001  
NIIN: 012885028  
ITEM NAME: SEAL,AIR,GAS TURBIN

ACTIVITY USE ONLY: TDP VERSION NO.: 008

6. NOTES - NOT APPLICABLE



CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO.	2. TITLE OF DATA ITEM			3. SUBTITLE			17. PRICE GROUP
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		18. ESTIMATED TOTAL PRICE
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY		12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	b. COPIES	
				Draft		Final	
						Reg	Repro
16. REMARKS							
G. PREPARED BY			H. DATE	I. APPROVED BY		J. DATE	

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

- Item A. Self-explanatory.
- Item B. Self-explanatory.
- Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management," etc.
- Item D. Enter name of system/item being acquired that data will support.
- Item E. Self-explanatory (to be filled in after contract award).
- Item F. Self-explanatory (to be filled in after contract award).
- Item G. Signature of preparer of CDRL.
- Item H. Date CDRL was prepared.
- Item I. Signature of CDRL approval authority.
- Item J. Date CDRL was approved.
- Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.
- Item 2. Enter title as it appears on data acquisition document cited in Item 4.
- Item 3. Enter subtitle of data item for further definition of data item (optional entry).
- Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.
- Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).
- Item 6. Enter technical office responsible for ensuring adequacy of the data item.
- Item 7. Specify requirement for inspection/acceptance of the data item by the Government.
- Item 8. Specify requirement for approval of a draft before preparation of the final data item.
- Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).
- Item 10. Specify number of times data items are to be delivered.
- Item 11. Specify as-of date of data item, when applicable.
- Item 12. Specify when first submittal is required.
- Item 13. Specify when subsequent submittals are required, when applicable.
- Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.
- Item 15. Enter total number of draft/final copies to be delivered.
- Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

<b>CLAUSE D400 SEC. NO.</b>	<b>REQUISITION, CONTRACT OR ORDER NUMBER</b> <b>N00383-15-MPZZ454</b>
-----------------------------	--

**PRESERVATION, PACKAGING, PACKING AND MARKING REQUIREMENTS**

<input checked="" type="checkbox"/>	<b>1</b>	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"/>	<b>2</b>	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.
--------------------------	----------	---

<b>ITEM NUMBER(S)</b> 01-288-5028	PRESER- VATION METHOD	CLEAN/ DRY	PRESERV -ATIVE MATL	WRAP- PING MATL	CUSHION/ DUNNAGE MATL	CUBIC THICK- NESS	UNIT CON- TAINER	LEVEL OF PROT	INTERIM CON- TAINER	UNIT CNTR LVL	SPEC MKG	PACKING CODE								
	3	1	1	0	0	E	A	B	G	B	E	7	A	0	0	O	00	E	Q	Q

<b>HAZMAT</b>	<b>QTY PER UNIT PACK</b>	<b>INT CTNR QTY</b>	<b>UNIT PACK WT</b>	<b>UNIT PACK CU</b>	<b>SPI NUMBER</b>	<b>REV</b>	<b>SPI DATE</b>	<b>CONTAINER NIIN</b>	<b>GFM</b>	<b>CFM</b>
N	001	000								

<b>CONTAINER MANAGER CODE</b>	PHONE (215) 697-	<b>SUPPLEMENTAL INSTRUCTIONS</b>
-------------------------------	------------------	----------------------------------

<b>ITEM NUMBER(S)</b>	PRESER- VATION METHOD	CLEAN/ DRY	PRESERV -ATIVE MATL	WRAP- PING MATL	CUSHION/ DUNNAGE MATL	CUBIC THICK- NESS	UNIT CON- TAINER	LEVEL OF PROT	INTERIM CON- TAINER	UNIT CNTR LVL	SPEC MKG	PACKING CODE

<b>HAZMAT</b>	<b>QTY PER UNIT PACK</b>	<b>INT CTNR QTY</b>	<b>UNIT PACK WT</b>	<b>UNIT PACK CU</b>	<b>SPI NUMBER</b>	<b>REV</b>	<b>SPI DATE</b>	<b>CONTAINER NIIN</b>	<b>GFM</b>	<b>CFM</b>

<b>CONTAINER MANAGER CODE</b>	PHONE (215) 697-	<b>SUPPLEMENTAL INSTRUCTIONS</b>
-------------------------------	------------------	----------------------------------

<b>ITEM NUMBER(S)</b>	PRESER- VATION METHOD	CLEAN/ DRY	PRESERV -ATIVE MATL	WRAP- PING MATL	CUSHION/ DUNNAGE MATL	CUBIC THICK- NESS	UNIT CON- TAINER	LEVEL OF PROT	INTERIM CON- TAINER	UNIT CNTR LVL	SPEC MKG	PACKING CODE

<b>HAZMAT</b>	<b>QTY PER UNIT PACK</b>	<b>INT CTNR QTY</b>	<b>UNIT PACK WT</b>	<b>UNIT PACK CU</b>	<b>SPI NUMBER</b>	<b>REV</b>	<b>SPI DATE</b>	<b>CONTAINER NIIN</b>	<b>GFM</b>	<b>CFM</b>

<b>CONTAINER MANAGER CODE</b>	PHONE (215) 697-	<b>SUPPLEMENTAL INSTRUCTIONS</b>
-------------------------------	------------------	----------------------------------

<b>ITEM NUMBER(S)</b>	PRESER- VATION METHOD	CLEAN/ DRY	PRESERV -ATIVE MATL	WRAP- PING MATL	CUSHION/ DUNNAGE MATL	CUBIC THICK- NESS	UNIT CON- TAINER	LEVEL OF PROT	INTERIM CON- TAINER	UNIT CNTR LVL	SPEC MKG	PACKING CODE

<b>HAZMAT</b>	<b>QTY PER UNIT PACK</b>	<b>INT CTNR QTY</b>	<b>UNIT PACK WT</b>	<b>UNIT PACK CU</b>	<b>SPI NUMBER</b>	<b>REV</b>	<b>SPI DATE</b>	<b>CONTAINER NIIN</b>	<b>GFM</b>	<b>CFM</b>

<b>CONTAINER MANAGER CODE</b>	PHONE (215) 697-	<b>SUPPLEMENTAL INSTRUCTIONS</b>
-------------------------------	------------------	----------------------------------

<input type="checkbox"/>	<b>3</b>	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"/>	<b>4</b>	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.
--------------------------	----------	---

ITEM NUMBER(S)				PRESER- VATION METHOD	CLEAN/ DRY	PRESERV -ATIVE MATL	WRAP- PING MATL	CUSHION/ DUNNAGE MATL	CUBIC 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	SPINUMBER	REV	SPI DATE	CONTAINER N#IN	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	CUBIC 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	SPINUMBER	REV	SPI DATE	CONTAINER N#IN	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	CUBIC 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	SPINUMBER	REV	SPI DATE	CONTAINER N#IN	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	CUBIC 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	SPINUMBER	REV	SPI DATE	CONTAINER N#IN	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	CUBIC 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	SPINUMBER	REV	SPI DATE	CONTAINER N#IN	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	CUBIC 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	SPINUMBER	REV	SPI DATE	CONTAINER N#IN	GFM	CFM						
CONTAINER MANAGER CODE		PHONE (215) 697-		SUPPLEMENTAL INSTRUCTIONS												