SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶	RATING	PAGE	OF PAGES
	DO-A1	1	49

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	SPRPA1-16-R-005Z	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	08 Mar 16	N00038316RCPZ022

7. ISSUED BY CODE SPRPA1

DLA AVIATION PHILADELPHIA
DLR PROCUREMENT OPS DSCR-AP
700 ROBBINS AVENUE BUILDING 1
PHILADELPHIA PA 19111-5098

8. ADDRESS OFFER TO *(If other than Item 7)*

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

SOLICITATION

9. Sealed offers in original and 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 2200** until **2:00 PM** local time **09 APR 2016**.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ▶	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Kenneth O'Donnell APBB.05	**(215)**	**737-3575**		**kenneth.odonnell@dla.mil**

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OFFER *(Must be fully completed by offeror)*

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days *(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 NUMBER			☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.			

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: ☒ 10 U.S.C. 2304(c) ( ) ☐ 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.

SECTION B - Supplies or Services and Prices

ITEM NO	SUPPLIES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	Power Supply 6130-01-147-6485 PN MS28132-3 (cage 96906)	14	EA		

FOB: Origin
PURCHASE REQUEST NUMBER: N00038316RCPZ201
ACRN: AA 1741506 47C2 310 00019 0 050120 2D 000000 A00002187667

Shipping destination: Q97229

SECTION D – Preservation, Packaging and Marking Requirements

HAZMAT – N
QTY PER UNIT PACK – 01
UNIT PACK WT –
undetermined
PACK CUBE – undetermined

Packaging terms, levels of protection, etc. used in this exhibit are defined in MIL-STD-2073-1.

SOLICITATION NOTES:
Drawings are not available for this Request for Proposal.
Qualified products list applies. Qualified Source is Champion Aerospace (0AFL4)

Under performance specification MIL-PRF-7115

Interested persons may obtain copies of Military and Federal Specifications and Standards, Qualified Products Lists (QPLs), Qualified Product Databases (QPDs), Military Handbooks, and other standardized documents from the DoD Single Stock Point (DODSSP) at Document Automation and Production Service
(DAPS) in Philadelphia, PA.
NOTE: Pattern, Drawings, Deviation Lists, Purchase Descriptions, etc. are NOT stocked at DODSSP.
Most documents are available in Adobe PDF format from ASSIST-Online at:
http://dodssp.daps.dla.mil
Users may use ASSIST-Quick Search to search for and download available documents directly using standard browser software.
Documents that are not available for downloading from ASSIST-Quick Search can be ordered from the DODSSP website using the ASSIST Shopping Wizard after obtaining a DODSSP Customer Account by following the registration procedures.
Users who do not have access to the internet may contact the DODSSP ASSIST Help Desk at 215-697-6396 (DSN: 442-6396), or mail their request to DLA Document Services, Bldg. 4/D, 700 Robbins Avenue, Philadelphia PA 19111-5094.

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, 6770,7930, 8010, 8030, 8040, 9110, 9135, 9140, 9150, or 9160 is considered hazardous material and requires submission of a Material Safety Data Sheet or _an appropriate representation that there is no hazardous material contained in the item.

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

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

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

(a) Definition.

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

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidabook.dcma.mil/20/guidabook_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;

(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: _____

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

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 data specified for receipt of offers.

PART I - THE SCHEDULE
SECTION D
PACKAGING AND MARKING

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 pelletized unit loads for the shipment of items in the supply classes and to the locations identified in DFARS 211.276-2.

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

NAVSUPWSSDA06
ITEM MARKING REQUIREMENTS (JUN 2006)

Item marking requirements and methods for identification of items of Military Property produced, stocked, stored, and issued by or for the Department of Defense shall be in accordance with MIL-ST0-130, REV M.

NAVSUPWSSDA07
PRESERVATION, PACKING AND MARKING (JAN 2012)

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-Ia)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 field values: PM = “31”, “32”, “33”, “41”, “42”, “43”, “44”, “45”, “51”, “52”, “53”, “54”, “55”, “AW”, “BD”, “DW”, “GX”; or UC = “B2”, “B3”, “B9”, “BL”, “BS”, or “SD”. Sources for QPL material can be obtained by contacting 215-697-5842.

b. IMMEDIATE USE/INSTALLATION AND PART NUMBER BUY SHIPMENTS - Government PCO or ACO approval to us the packaging standard outline 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 shipment. Any national stock numbered (NSN) item required for immediate use or direct installation, or part number item (authority granted to

NAVSUPWSSDA07 (CONT)
PRESERVATION, PACKING AND MARKING (JAN 2012)

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-ST0-129P. 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) - 20 bar code requirements in accordance with MIL-ST0-129P, Paragraph 4.2.2.6

c. RADIO FREQUENCY IDENTIFICATION (RFID) LABEL - RFID requirements in accordance with clause DFARS 262.211-7006, “Pass1ve Radio Frequency Identification."

d. DEPOT LEVEL REPAIRABLE (OLR) 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
0108LF6066300	DLR Label 2in.x3in.	100	Unit Container	NAVSUP 1397-1
0108LF6065000	DLR Label 3in.x5in.	100	Intermediate/ Shipping Container	NAVSUP 1397

NAVSUPWSSDA07 (CONT)
PRESERVATION, PACKING AND MARKING (JAN 2012)

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

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

SMIC	MARKINGS	COLOR	TYPE CONTAINER
L1	LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
Sl	SURFACE LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
D4/D5/D7	DSS-SOC	RED	Unit, intermediate and shipping (size permitting)
Cl*	LEVEL 1 CLEAN 02-N2	GREEN	Unit, intermediate and shipping (size permitting)
CP/VG*	SPECIAL CLEAN 02-N2	GREEN	Unit, intermediate and shipping (size permitting)
D0/D6/D8*	DSS-SOC SPECIAL CLEAN 02-N2	GREEN	Unit, intermediate and shipping (size permitting)
VU	FBW SFCC VU	BLUE	Unit, intermediate and shipping (size permitting)
SW	FBW SFCC SW	BLUE	Unit, intermediate and shipping (size permitting)
Q3 Q5	Q3 or Q5	RED	Unit, intermediate and shipping (size permitting)

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

4. PALLETIZATION. Palletization of shipments shall be accomplished in accordance with MIL-STD-147E "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 table 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. 8146012622982) requires shipment in a metal or plastic reusable shipping and storage container.

a. REUSABLE CONTAINERS FOR NAVSUP WEAPON SYSTEMS SUPPORT, MECHANCISBURG 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 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","6K" or "0R") 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 216-697-5842, then fax the completed form to 215-697-1405/3850 at least 90 days prior to the anticipated shipping date (monthly for

NAVSUPWSSDA07 (CONT)
PRESERVATION, PACKING AND MARKING (JAN 2012)

repair contracts). If the Navy's Container Management Area (CMA) informs the contractor that containers are unavailable, the following alternate packaging requirements apply:

Under no circumstances will the unavailability of reusable containers be an excusable delivery delay. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

ALTERNATE PACKAGING REQUIREMENTS FOR ITEMS
ASSIGNED THE FOLLOWING CONTAINERS:

Container NIIN	Container Part Number (80132)	Alternate Packaging Code IAW MIL-STD-2073-1E
01-262-2987 00-260-9548 00-260-9556 00-260-9559 00-260-9562 01-012-4088 01-014-0440	P069-2 P069-1 P069-3 P069-4 P069-6 P069-5 P069-7	GX10000LTBEC (QUP = 001) (ICQ = 00)
01-164-4073 01-262-2982 01-262-2983 01-262-2984 01-262-2977 01-262-2986	15450-100 15450-200 15450-300 15450-400 15450-500 15450-600	DW100K3GHFED (QUP = 001) (ICQ + 001)
01-262-2988	15450-700	DW100K3GHFDR (QUP = 001) (ICQ = 00)

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

8. REUSABLE NSN·CONTAINERS FOR•FOREIGN MILITARY SALES (FMS), JPO, AND OTHER FOREIGN FORCES ACQUISITION
a. Reusable shipping 1and.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 Weapons Support Systems, Code 0772, P.O. Box 2020, 5450 Carlisle Pike, Mechanicsburg, PA 17055-0788 or via FAX number 717-605-3480.

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE

52.246-16
RESPONSIBILITY FOR SUPPLIES (APR 1984)

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

(a) In accordance with FAR 52.246-11, the contractor shall comply with the MIL-I-45208 Inspection 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:

( ) MIL-Q-9858 – Quality Program Requirements (Military Specifications)
( ) ISO 9001 -Quality System-Model for Quality Assurance in Design, Development, Production,

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

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 specify the commercial, mi1itary, international or industry quality/inspection system that you intend to use. Your proposed system will be reviewed and assessed for suitability and equivalency.

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

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

PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE

52.211-17
DELIVERY OF EXCESS QUANTITIES (SEP 1989)

52.211-8
TIME OF DELIVERY (JUNE 1997)

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

REQUIRED DELIVERY SCHEDULE		
ITEM NO.	**QUANTITY**	**WITHIN DAYS AFTER DATE OF CONTRACT**
0001	50 each	120 days

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.

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

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

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

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

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

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

52.242-17
GOVERNMENT DELAY OF WORK (APR 1984)

52.247-29
F.O.B. ORIGIN (FEB 2006)

52.247-30
F.O.B. ORIGIN, CONTRACTOR’S FACILITY (FEB 2006)

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 cancelled 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 --

52.247-58
LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)

52.247-59
F.O.B. ORIGIN – CARLOAD AND TRUCKLOAD SHIPMENTS (APR 1984)

52.247-61
F.O.B. ORIGIN--MINIMUM SIZE SHIPMENTS (APR 1984)

52.247-65
F.O.B. ORIGIN, PREPAID FREIGHT-SMALL PACKAGE SHIPMENTS (JAN 1991)

PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

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

(a) DEFINITIONS. As used in this clause—

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

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

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

(b) ELECTRONIC INVOICING. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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 website.

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

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

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

INVOICE AND RECEIVING REPORTS COMBO

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.

INSPECTION AT SOURCE; ACCEPTANCE AT SOURCE

(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:	To be determined (TBD)
Issue By DoDAAC:	TBD
Admin DoDAAC:	TBD
Inspect By DoDAAC:	TBD
Ship To Code:	TBD
Ship From Code:	TBD
Mark For Code:	TBD
Service Approver (DoDAAC):	TBD
Service Accepter (DoDAAC):	TBD
Accept at Other DoDAAC:	TBD
LPO DoDAAC:	TBD
DCAA Auditor DoDAAC:	TBD
Other DoDAAC(s):	TBD

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

(1) PAYMENT REQUEST AND SUPPORTING INFORMATION. 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.

(2) 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.
TBD

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

PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS

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

NAVSUPWSSHA10
GOVERNMENT SOURCE APPROVAL REQUIRED PRIOR TO AWARD (JUNE 2007)

The subject item required Government approval prior to contract award, as the item is flight critical and/or the technical data available has not been determined adequate to support acquisition via full and open competition. Only the source(s) previously approved by the Government for this item have been solicited. The time required for approval of a new source is normally such that award cannot be delayed pending approval of a new source.

If you are not an approved source you must submit, together with your proposal, the information detailed in the U.S. NAVSUP Weapons Systems Support Philadelphia Source Approval Information Brochure. This brochure identifies technical data required to be submitted based on: your company’s experience in production of the same or similar item; or if this is an item you have never made. Brochures are available at https://www.neco.navy.mil/sar.aspx and https://www.neco.navy.mil/sarr.aspx. If your request for source approval is currently being evaluated at NAVSUP WSS, submit with your offer a copy of the cover letter which forwarded your request for source approval.

Offers received which fail to provide all data required by the Source Approval Brochure or document previous submission of all data required by the Source Approval Brochure will not be considered for award under this solicitation. Please note, if evaluation of a source approval request submitted hereunder cannot be processed in time and/or approval requirement preclude the ability to obtain subject items in time to meet Government requirements, award of the subject requirement may continue based on fleet support needs.

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

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

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.

Company: Trevor L. Newman L.L.C
POC: Ms. Trevor Newman
Telephone Number: 609.467.1849 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 ORGANIZATION, 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 saving 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 saving will exceed the benefits to be derived. Use along with Alternates I or II as appropriate).

252.226-7002
QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)

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 (MAR 2006)

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

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

(c) The restriction in paragraph (b) of this clause does not apply to ball or roller bearings that are acquired as –
(1) Commercial components of a noncommercial end product; or
(2) Commercial or noncommercial components of a commercial component 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 (OCT 2013)

252.225-7011
RESTRICTION OF ACQUISITION OF SUPERCOMPUTERS (JUNE 2005)

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

52.215-14
INTEGRITY OF UNIT PRICES (OCT 1997)

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

The basic clause at 252.225-7036 applies when the estimated value equals or exceeds $79,507. The clause with its Alternate I (JUL 2009) applies when the estimated value equals or exceeds $25,000 but is less than $79,507.

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

(a) The Contractor warrants that the unit price stated in the Schedule for_____*[offeror insert Schedule line item number]* is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that --
(1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and
(2) Is the net price after applying any standard trade discounts offered by the Contractor.

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

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

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

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

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

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

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

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

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

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

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

252.208-7000
INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991)

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

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

Precious metal*	Quantity	Deliverable Item (NSN and Nomenclature)

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

(c) Offerors 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 ANO RECEIVING REPORTS (JUN 2012)

252.219-7004
SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)

(a) Definitions.
“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(b) The Contractor's comprehensive small business subcontracting plan and its successors, which are authorized by and approved under the test program of section 834 of Pub. L. 101-189, as amended, shall be included in and made a part of this contract. Upon expulsion from the test program or expiration of the test program, the Contractor shall negotiate an individual subcontracting plan for all future contracts that meet the requirements of section 211 of Pub. L. 95-507.

252.219-7004D (CONT)
SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)

(c) The Contractor shall –

(1) Ensure that subcontractors with subcontracting plans agree to submit an Individual Subcontract Report (ISR) and/or Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS).

(2) Provide its contract number, its DUNS number, and the e-mail address of the Contractor's official responsible for acknowledging or rejecting the ISR to all first-tier subcontractors, who will be required to submit ISRs, so they can enter this information into the eSRS when submitting their reports.

(3) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging or rejecting the ISRs to its subcontractors with subcontracting plans who will be required to submit ISRs.

(4) Acknowledge receipt or reject all ISRs submitted by its subcontractors using eSRS.

(d) The Contractor shall submit SSRs using eSRS at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower-tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from a member firm of the Alaska Native Corporations or an Indian tribe. Only subcontracts involving performance in the U.S.or its outlying areas should be included in these reports.

(1) This report may be submitted on a corporate, company, or subdivision (e.g., plant or division operating as a separate profit center) basis, as negotiated in the comprehensive subcontracting plan with the Defense Contract Management Agency.

(2) This report encompasses all subcontracting under prime contracts and subcontracts with the Department of Defense, regardless of the dollar value of the subcontracts, and is based on the negotiated comprehensive subcontracting plan.

(3) The report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. Reports are due 30 days after the close of each reporting period.

(4) The authority to receipt or reject the SSR resides with the Comprehensive Subcontracting Program Division, the Defense Contract Management Agency Small Business Center.

(e) All reports submitted at the close of each fiscal year shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. The authority to acknowledge receipt or reject the Year End Report resides with the Comprehensive Subcontracting Program Division, the Defense Contracting Management Agency Small Business Center.

(f) The failure of the Contractor or subcontractor to comply in good faith with the clause of this contract entitled "Utilization of Small Business Concerns," or an approved plan required by this clause, shall be a material breach of the contract.

(g) The Contractor shall include, in contracts that offer subcontracting possibilities, are expected to exceed $550,000 ($1,000,00 million for construction of any public facility), and are required to include the clause at 52.219-8, Utilization of Small Business Concerns–

(1) FAR 52.219-9, Small Business Subcontracting Plan (DEVIATION), and 252.219-7003, Small Business Subcontracting Plan (DoD Contracts)(DEVIATION) with its Alternate 1, when the Contracting Officer has included these clauses in the contract for purposes of flowing them down to subcontractors to allow submission of SF 294s in lieu of ISRs.

(2) 252.219-7004 Small Business Subcontracting Plan (Test Program)(DEVIATION) in subcontracts with subcontractors that participate in the test program described in DFARS 219.702.

(3) FAR 52.219-9 Small Business Subcontracting Plan and 252.219-7003 Small Business Subcontracting Plan (DoD Contracts)(DEVIATION) when the Contracting Officer has included these clauses in the contract for purposes of flowing them down to subcontractors to require submittal of ISRs using eSRS.

52.203-6
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

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

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

52.222-35
EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)

If checked, the alternate below applies:
(< >) Alternate I (July 2014) As prescribed in 22.1310(a)(2), add the following as a preamble to the clause:

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

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

252.232-7010
LEVIES ON CONTRACT PAYMENTS (DEC 2006)

252.225-7012
PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)

52.249-8
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

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

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

“Supplies," 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 AFTER DATE OF DELIVERY---
(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and
(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.
(2) When return, correction, or replacement is required, transportation charges and responsibli1ty for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liabi1ity 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 giver written notice to the Contractor of any breach of warranties in paragraph (b)(1)of this clause within 45 days after discovery of defect.
(2) Within a reasonable time after the notice, the Contracting Officer may either --
(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking)that do not conform with the requirements of this contract within the meaning of paragraph (b)(1)of this clause; or
(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.
(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer --

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

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

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

(D) Need not use the same lot size as on or1g1nal inspection or reconstitute the original

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

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 th1s 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 with similar supplies from another source and charge to the Contractor the cost occasioned to the Government 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 the 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 non- conforming 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. Re-designate the additional paragraph as "(c)(7)" if Alternate IV is also being used.

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

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

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

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

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall 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 thereafter.

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

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 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 timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 336413 (1000) assigned to contract number (to be determined).[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 System (FPDS) because disclosure would compromise national security.

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

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

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, no the Contracting Officer who signed the individual contract. The contractor must enter into eSRS the email address of the Contracting Officer who approved the Commercial Subcontracting Plan as the Contracting Official for all contracts covered by this plan, no matter which Government activity issued the contract.

SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) (AUG 2013) (I)
(2)
(i)
(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency’s contracts, provided at least one of that agency’s contracts is over $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.

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

(a) Definition. “Covered DoD official,” as used in this clause, means an individual that—
(1) Leaves or left DoD service on or after January 28, 2008; and
(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of $10 million, and serves or served—
(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;
(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or
(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or
(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of $10 million.

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

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

252.225-7048
EXPORT CONTROLLED ITEMS (JUNE 2013)

52.233-4
APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

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 would benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

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

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

(1) Salary and bonus.

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

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

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

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

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

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 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 required 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/execomp.htm.)

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) 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.fsrs.gov for that first tier subcontract. (The Contractor shall follow the instruction at http://www.fsrs.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 https://www.fsrs.gov, if—

(i) In the subcontractor’s preceding fiscal year, the subcontractor received—

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

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

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

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

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

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 that subcontractor

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

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

If checked, the alternate below applies:
(< >) Alternate I (JUL 2014) As prescribed in 22.1408(b), add the following as a preamble to the clause:

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

252.205-7000
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 (APR 2014)

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

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

NAVSUPWSSIA19
CONFIGURATION MANAGEMENT FOR SIMPLIFIED ACQUISITION (DEC 2004)

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

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

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

(a) Definitions. As used in this clause—

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

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

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

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

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term

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

does not include information that is lawfully publicly available without restrictions.

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

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

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

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is

incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

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

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

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

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

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

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

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

Table 1 -- Minimum Security Controls for Safeguarding

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

Access Control	Audit & Accountability	Identification and	Media Protection	System & Comm Protection
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)		SC-7
AC-6	AU-7		Physical and Environmental Protection	SC-8(1)
AC-7	AU-8	Incident Response	PE-2	SC-13
AC-11(1)	AU-9	IR-2	PE-3	
AC-17(2)		IR-4	PE-5	SC-15
AC-18(1)	Configuration Management	IR-5		SC-28
AC-19	CM-2	IR-6	Program Management	
AC-20(1)	CM-6		PM-10	System & Information

AC-20(2)	CM-7	Maintenance		SI-2
AC-22	CM-8	MA-4(6)	Risk Assessment	SI-3
		MA-5	RA-5	SI-4
Awareness & Training	Contingency Planning	MA-6		
AT-2	CP-9			

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

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

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

(d) Cyber incident and compromise reporting.

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

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

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

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor’s, or its subcontractors’, unclassified information systems.
(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor’s unclassified information system on which unclassified controlled technical information is resident on or transiting.

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

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

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber-incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;
(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and
(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

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

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

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

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

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

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

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

(a) Definitions. As used in this provision—

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

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

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

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

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

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

252.204-7015
DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (FEB 2014)

(a) Definitions. As used in this clause":

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

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

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

(b) Authorized discloser. Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received—
(1) Within or in connection with a quotation or offer; or
(2) In the performance of or in connection with a contract.

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

52.222-20

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 FELONIES (DEC 2008)

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

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

52.222-37
EMPLOYMENT REPORTS ON VETERANS (SEP 2010)

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

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

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

52.203-3
GRATUITIES

52.203-7
ANTI-KICKBACK PROCEDURES (OCT 2010)

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

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

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

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

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

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

52.232-25
PROMPT PAYMENT (JUL 2013)

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

252.225-7025
RESTRICTION ON ACQUISITION OF FORGINGS (JULY 2006)

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

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)

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

252.225-7013
DUTY-FREE ENTRY (DEC 2009)

52.232-1
PAYMENTS (APR 1984

252.225-7009
RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JUN 2013)

52.232-8
DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11
EXTRAS (APR 1984)

52.232-17
INTEREST (OCT 2008)

52.252-2
CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause 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 “Regualations: FAR”) –
http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0

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

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

52.222-50
COMBATING TRAFFICKING IN PERSONS (FEB 2009)

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

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

52.246-23
LIMITATION OF LIABILITY (FEB 1997)

52.247-1

COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

52.253-1
COMPUTER GENERATED FORMS (JAN 1991)

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

52.233-3
PROTEST AFTER AWARD (AUG 1996)

52.242-13
BANKRUPTCY (JUL 1995)

52.247-63
PREFERENCE FOR U.S.-FLAG AIR CARRIERS (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)

52.232-39
UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

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)

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

52.222-54
EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)

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

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

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

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

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

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:
(d)(1) The following representations or certifications in the System for Award Management (SAM) database

252.204-7007 (CONT)
ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (AUG 2014)

are applicable to this solicitation as indicated:
(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of $150,000 or more.
(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.
(iii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities—Representations. Applies to solicitations for the acquisition of commercial satellite services.
(vi) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.
(vii) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.
(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [*Contracting Officer check as appropriate*.]
(< >) (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
(< >) (ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.
(< >) (iii) 252.225-7020, Trade Agreements Certificate.
(< >) Use with Alternate I.
(< >) (iv) 252.225-7031, Secondary Arab Boycott of Israel.
(< >) (v) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.
(< >) Use with Alternate I.
(< >) Use with Alternate II.
(< >) Use with Alternate III.
(< >) Use with Alternate IV.
(< >) Use with Alternate V.

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

FAR/DFARS Provision #	Title	Date	Change

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

252.209-7999
REPRESENTATIONS BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004)(JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the

corporation and made a determination that this further action is not necessary to protect the interests of the Government.

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

(b) The Offeror represents that—

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

252.209-7999 (CONT)
REPRESENTATIONS BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004)(JAN 2012)

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

252.225-7035
SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)

252.225-7035
BUY AMERICAN ACT-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," “Peruvian end product," "qualifying country end product," and "United States" as used in this provision, have the meanings given; the Buy American Act-Free Trade Agreements-Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

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

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

{c) Certifications and identification of country of origin.

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

{i)Each and product, except the and 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 and products that are not domestic and products.

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

Line Item Number	Country of Origin
_____	_____
_____	_____

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

Line Item Number	Country of Origin
_____	_____
_____	_____

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

Line Item Number	Country of Origin
_____	_____
_____	_____

(< >) ALTERNATE I. (OCT 2013)
As prescribed in 225.1101(9)(ii), substitute the phrase “Canadian end product” for the phrases “Bahrainian end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Moroccan end product,” “Panamanian end product,” and “Peruvian end products” in paragraph (a) of the basic provision; substitute the phrase “Canadian end products” for the phrase “Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products” in paragraphs (b)(2) and (c)(2)(ii) of the basic provision; and delete the phrase “Australian or” from paragraph (c)(2)(i) of the basic provision.

(< >) ALTERNATE II. (NOV 2012)
As prescribed in 225.1101(9)(iii), add the terms “South Caucasus/Central and South Asian (SC/CASA) state” and “South Caucasus/Central and South Asian (SC/CASA) state end product” to paragraph (a), and substitute the following paragraphs (b)(2) and (c)(2)(i) for paragraphs (b)(2) and (c)(2)(i) of the basic clause.

252.225-7035 (CONT)
BUY AMERICAN ACT-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.
As prescribed in 225.1101(9)(iv), substitute the following paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) for paragraph (a), (b)(2), (c)(2)(i), and (c)(2)(ii) of the basic clause:

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

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

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

Line Item Number	Country of Origin
_____	_____
_____	_____

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

Line Item Number	Country of Origin
_____	_____
_____	_____

(< >) ALTERNATE IV.
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 paragraphs (b)(2) and (c)(2)(ii) of the basic provision.

(< >) ALTERNATE V.
As prescribed in 225.1101(9)(vi), use the following provision, which uses different paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) than the basic provision:

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

(b)(2) For line items subject to the 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

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

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 Buy American and Balance of Payments Program 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 CERTIFICATION (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 you 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 establish price may be found.
2. A statement that such catalog or established price list
(a) Is regularly maintained
(b) Is published or otherwise available for inspection by customers.
(c) States the prices at which sales are currently made to a number of buyers.
3. A statement that such articles are commercial items sold in substantial quantities to the general public, at the prices listed in the above-mentioned catalog or established price list.
4. A statement that the price quoted herein including consideration of any discount or rebate

arrangement, does not exceed prices charged the offeror’s most favored customer for like items in similar quantities under comparable conditions.

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

NAVSUPWSSKA04
PRICING INFORMATION (JUNE 2005)

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 ACT-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 Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act 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

_____ _____

_____ _____

_____ _____

_____ _____

(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
_____	_____
_____	_____
_____	_____
_____	_____

252.209-7002
DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUNE 2010)

(a) Definitions. As used in this provision-

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

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

(i) Means -

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

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

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

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

(4) "Proscribed information" means-

(i) Top Secret information.

(ii) Communications Security (COMSEC) 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 Coda, City Code and Area Code, as applicable)
Name and Address of Offeror
Name and Address of Entity Controlled by a Foreign Government
Description of Interest, Ownership Percentage, and Identification of Foreign Government

52.209-2
PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION (MAY 2011)

52.227-6
ROYALTY INFORMATION (APR 1984)

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

(1) Name and address of licensor.
(2) Date of license agreement.
(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
(5) Percentage or dollar rate of royalty per unit.
(6) Unit price of contract item.
(7) Number of units.
(8) Total dollar amount of royalties.

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

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

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

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

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

(a) The Offeror shall indicate by checking the appropriate black 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

(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 the labeling requirements of one of the following statues:

(1) Federal Insecticide, Fungicide and Rodenticied Act;
(2) Federal Food, Drug and Cosmetics Act;
(3} Consumer Product Safety Act;

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

(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 labeled 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 (MAY 2014)

(a)
(1) The North American Industry classification System (NAICS) code for this acquisition is 336412.
(2) The small business size standard is 1000.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

(c)
(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
(C) The solicitation is for utility services for which rates are set by law or regulation.
(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.
(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.
(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This 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) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

52.204-8 (CONT)
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
(A) If the acquisition value is less than $25,000, the basic provision applies.
(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.
(C) If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.
(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.
(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
(2) The following certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]
(< >) (i) 52.204-17, Ownership or Control of Offeror.
(< >) (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
(< >) (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
(< >) (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
(< >) (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
(< >) (vi) 52.227-6, Royalty Information.
(< >) (A) Basic.
(< >) (B) Alternate I.
(< >) (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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 (JAN 2014)

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.

	REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE NO.	If not provided EXPLAIN (may use continuation pages)
		GENERAL INSTRUCTIONS		
1.	FAR 15.408, Table 15-2, Section I Paragraph A	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?		
2.	FAR 15.408, Table 15-2, Section I Paragraph A(7)	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.		
3.	FAR 15.408, Table 15-2, Section I Paragraph A(8)	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?		
4.	FAR 15.408, Table 15-2, Section I, Paragraph C(1) FAR 2.101, "Cost or pricing data"	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.		
5.	FAR 15.408, Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?		
6.	FAR 15.403-1(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.)		
7.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(i)	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?		
8.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?		
9.	FAR 15.408 Table	Does the proposal explain the basis of all cost		

	15-2, Section II, Paragraph A or B	estimating relationships (labor hours or material) proposed on other than a discrete basis?		
10.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	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.)		
11.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	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?		

252.215-7009 (CONT)
PROPOSAL ADEQUACY CHECKLIST (JAN 2014)

12.	FAR 15.408, Table 15-2, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?		
13.	FAR 15.408, Table 15-2, Section I Paragraph G	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?		
		COST ELEMENTS – MATERIALS AND SERVICES		
14.	FAR 15.408, Table 15-2, Section II Paragraph A	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.		
		SUBCONTRACTS (Purchased materials or services)		
15.	DFARS 215.404-3	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?		
16.	FAR 15.404-3(c) FAR 52.244-2	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?		
17.	FAR 15.408, Table 15-2, Note 1; Section II Paragraph A	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?		
		EXCEPTIONS TO CERTIFIED COST OR PRICING DATA		
18.	FAR 52.215-20 FAR 2.101, "commercial item"	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)), 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)?		

252.215-7009 (CONT)
PROPOSAL ADEQUACY CHECKLIST (JAN 2014)

19.		[Reserved]		
20.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	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?		
		INTERORGANIZATIONAL TRANSFERS		
21.	FAR 15.408, Table 15-2, Section II Paragraph A.(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?		
22.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?		
		DIRECT LABOR		
23.	FAR 15.408, Table 15-2, Section II Paragraph 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.		
24.	FAR 15.408, Table 15-2, Section II Paragraph 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)?		
25.	FAR subpart 22.10	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?		
		INDIRECT COSTS		
26	FAR 15.408, Table 15-2, Section II Paragraph C	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.)		
		OTHER COSTS		
27.	FAR 15.408, Table 15-2, Section II Paragraph D	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)?		
28.	FAR 15.408, Table 15-2, Section II Paragraph E	If royalties exceed $1,500 does the proposal provide the information/data identified by Table 15-2?		
29.	FAR 15.408, Table 15-2, Section II Paragraph F	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?		
		FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES		
30.	FAR 15.408, Table 15-2, Section III	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)		
31.	FAR 15.408, Table 15-2, Section III Paragraph 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?		
32.	FAR 15.408, Table 15-2, Section III Paragraph C	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?		
OTHER				
33.	FAR 16.4	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?		

252.215-7009 (CONT)
PROPOSAL ADEQUACY CHECKLIST (JAN 2014)

34.	FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?		
35.	FAR 52.232-28	If the offeror is proposing Performance-Based Payments—did the offeror comply with FAR 52.232-28?		
36.	FAR 15.408(n) FAR 52.215-22 FAR 52.215-23	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)?		

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

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

(1) Has any unpaid Federal tax liability that has been assessed, for 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 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; 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.

252.209-7994D
REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-00004) (OCT 2013)

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

(1) Has any unpaid Federal tax liability that has been assessed, for 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 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; 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

252.209-7994D (CONT)
REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-00004) (OCT 2013)

being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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

52.209-5
CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

(B) Have [_] have not [_], within a three-year period preceding this offer, been convicted of or had 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 (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are [_] are not [_] presently indicted 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 an amount that exceeds $3,000 for which the liability remains unsatisfied.

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

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

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

(2) Examples.

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

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

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

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

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

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

52.209-5 (CONT)
CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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 KA1OFY

(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,

(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)(60 U,S;C. 1701 note); and

52.225-20 (CONT)
PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)

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

_____

_____

_____

_____

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

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

252.243-7002
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.

252.243-7002 (CONT)
REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

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

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

_____
(OFFICIAL'S NAME)

_____
(TITLE)

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

(1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified 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 certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to--

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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: 215-697-0491

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

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

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

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

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

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

252.204-7011
ALTERNATIVE LINE ITEM STRUCTURE (SEP 2011)

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT

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

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

Solicitation:

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

Alternative line item structure offer where monitors are shipped separately:

0001	Computer, Desktop with CPU, Keyboard and Mouse	20	EA		
0002	Monitor	20	EA		

52.233-2
SERVICE OF PROTEST (AUG 1996)

(a) Protest, 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 acknowledgement 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 17055-0788

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

(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

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

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

52.211-14
NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

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

NAVSUPWSSLA18
REVIEW OF AGENCY PROTESTS (FEB 2013)

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

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

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

For solicitations or contracts issued by DODAAC N00104 –

Independent Protest Review Official
NAVSUP WSS Code 02
Building 410, South End, Bay A30
5450 Carlisle Pike, PO Box 2020
Mechanicburg, PA 17055-0788

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

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."

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

52.247-47
EVALUATION—F.O.B. ORIG