CHECKED BOX ☐ CONFIRMING ORDER-DO NOT DUPLICATE APPLIES ☐ ORDER FOR SUPPLIES OR SERVICES	☒ REQUEST FOR QUOTATION NO. **N00383-24-Q-541N** RETURN COPY(IES) OF THIS QUOTE BY (THIS IS NOT AN ORDER SEE DD FORM 1155R)		PAGE 1 OF
			5.CERTIFIED FOR NATIONAL DEFENSE UNDER 15 CFR 700 DO
1.CONTRACT/PURCHASE ORDER NO. **TBD**	2.DELIVERY ORDER NO.	3.DATE OF ORDER **TBD**	4.REQUISITION PURCH REQUEST NO **N0038324PR0R541**

6.ISSUED BY CODE **N00383** **NAVSUP Weapon Systems Support-Philadelphia** **Buyer: Dina Wojciechowski, N731.53** **700 Robbins Avenue** **Philadelphia PA 19111** **Email: dina.m.wojciechowski.civ@us.navy.mil**	7.ADMINISTERED BY(IF OTHER THAN 6) CODE **TBD** **TBD**		8.DELIVERY FOB ☐ DEST ☐ OTHER(See Schedule If Other) ☒ ORIGIN
9.CONTRACTOR/QUOTE CODE **13499** FACILITY CODE NAME AND ADDRESS **ROCKWELL COLLINS - MISSIONS** **855 35TH STREET NE** **CEDAR RAPIDS, IA 52406-0001**		10.DELIVERY TO FOB POINT ON OR BEFORE: 12.DISCOUNT TERMS 13.MAIL INVOICES TO **(SEE BLOCK 15)**	11.CHECK IF BUSINESS IS ☐ SMALL ☐ SMALL/ DISADV. ☐ WOMAN OWNED
14.SHIP TO CODE **SEE ORDER SCHEDULE OR BOA CONSIGNMENT INSTRUCTIONS**	15.PAYMENT WILL BE MADE BY CODE **TBD** **TBD**		MARK ALL PACKAGES AND PAPERS WITH CONTRACT AND ORDER NUMBER

16.TYPE OF ORDER	This delivery order is subject to instructions contained on this side of form only and is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. NEGOTIATION EXCEPTION 10 U.S.C. 230-)
DELIVERY ☐	
PURCHASE ☐	Reference your furnish the following on terms specified herein, including, for U.S. purchases,

General Provision or Purchase Order on DD Form 1155r(*EXCEPT CLAUSE NO. 12 APPLIES ONLY IF THIS BOX ☐ IS CHECKED, AND NO 14 IF THIS BOX ☐ IS CHECKED*): special provisions : and delivery as indicated. This purchase is authority of 10 U.S.C.(a)(3) or as specified in the schedule if within the U.S., its possessions or Puerto Rico, if otherwise under 2304(a)(6).

☐ If checked, Additional General Provisions apply, Supplier shall sign "Acceptance" on DD Form 1155r and return copies.

17. ACCOUNTING AND APPROPRIATION DATA-ACCOUNTING CLASSIFICATION (REV.7-65) TAC

ITEM	APPROPRIATION SYMBOL AND SUBHEAD	OBJECT CLASS	BUREAU CONT NO.	SUB ALLOT	AUTH'N ACC'TG ACT'Y	TRANS TYPE	PROPERTY ACT'G ACT'Y	COUNTRY	COST CODE	AMOUNT

18.ITEM NO	19.SCHEDULE OF SUPPLIES/SERVICES	20.QUANTITY ORDERED/ ACCEPTED	21. UNIT	22. UNIT PRICE	23. AMOUNT
	(SEE ATTACHED SCHEDULE)				

Please furnish Quotations to the issuing office on or before close of business:

17 August 2024

SURVEILLANCE CRITICALITY DESIGNATOR

A	B	C
	X	

GOVERNMENT INSPECTION AND ACCEPTANCE SHALL BE AT:

Contractor's Plant

BY: **DCMA**

FOB DoD ADMINISTRATIVE USE ONLY

PRIORITY 03

TRANSPORTATION PRIORITY 08

If quantity accepted by the Government is same as quantity ordered, indicate by check mark. *If different, enter actual quantity accepted below quantity ordered and encircle.*	24.UNITED STATES OF AMERICA BY: CONTRACTING/ORDERING OFFICER	25.TOTAL **TBD** 29.DIFFERENCES

26.QUANTITY IN COLUMN 20 HAS BEEN ☐ INSPECTED ☐ RECEIVED ☐ ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED	27.SHIP.NO ☐ PARTIAL ☐ FINAL	28.D.O.VOUCHER NO.	30. INITIALS
DATE / SIGNATURE OF AUTHORIZED GOVERNMENT REP	31.PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	32.PAID BY	33.AMT VERIFIED CORRECT FOR 34.CHECK NUMBER
36.I CERTIFY THE ACCOUNT IS CORRECT AND PROPER FOR PAYMENT DATE / SIGNATURE AND TITLE OF CERTIFYING OFFICER			35.BILL OF LADING NO.

37.RECEIVED AT	38.RECEIVED BY (Print)	38.DATE RECEIVED (YY/MM/DD)	40.TOTAL CONTAINERS	41.S/R ACCOUNT NO.	42.S/R VOUCHER NUMBER

STANDARD FORM 36, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG (4)1 CFR) 1-16.101)	CONTINUATION SHEET	REF.NO. OF DOC. BEING CONT'D N0038324PR0R541	PAGE 2	OF

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	EVALUATION, LABOR, MATERIALS AND PARTS AS MAY BE REQUIRED TO RESTORE THE FOLLOWING GOVERNMENT OWNED ARTICLES TO OPERATIONAL CONDITION.				
0002	NSN: 7R1680015056847 PART NUMBER: 270-2670-030 NOM: DATA CONCENTRATOR				
0001AA	PGRPE331660004 SERIAL NUMBER: 0132	1	EA		
	COG: 7R FMS CASE: GR-P-BBK SUPPAD: PA2BBK SHIP TO: PGR002 MARK: PGRP00 ARTICLES THAT HAVE BEEN SERVICED SHALL BE SHIPPED VIA A COLLECT COMMERCIAL BILL OF LADING TO THE FREIGHT FORWARDER LISTED ON THE ITEM PAGE. NO TRANSPORTATION CHARGES SHOULD BE INCURRED AGAINST THIS ORDER. BASED ON THE CRITICALITY OF THE ITEM, NAVSUP WEAPON SYSTEMS SUPPORT MAY AUTHORIZED ALTERNATE OR PRIORITY AIR SHIPMENT FOR COMPLETED REPAIRS. THIS AUTHORIZATION MUST BE MADE IN WRITING. NO VERBAL INSTRUCTIONS WILL BE HONORED. TWO COPIES OF THE DD250 SHOULD ACCOMPANY THE EQUIPMENT. ONE PROPERLY AFFIXED TO THE SHIPPING CONTAINER THE OTHER INSIDE THE CONTAINER. PLEASE NOTE: WE ARE ONLY PROVIDING YOU WITH THE MAPAC SHIP TO AND MARK FOR CODES AND NOT THE FULL ADDRESSES. PRIOR TO THE SHIPMENT OF THE MATERIAL, PLEASE CONSULT THE MAPAC WEBSITE (HTTPS://WWW.TRANSACTIONSERVICES.DLA.MIL/DAASINQ/DAASINQ_MAPAC.ASP) TO OBTAIN THE COMPLETE SHIP TO AND MARK FOR ADDRESSES. PLEASE CLICK ON THE MAPAC LINK ON THE LEFT HAND SIDE OF THE PAGE AND ENTER THE APPROPRIATE MAPAC CODE.				

PART I - THE SCHEDULE

SECTION B - SUPPLIES/SERVICES AND PRICES

B01 - SERVICES, MATERIALS, AND PARTS TO BE FURNISHED

(a) The Government may order, in the manner provided elsewhere herein, the following types of effort:

(1) Repair and/or Modification: The contractor shall furnish effort including labor, material, and facilities as may be required to repair and/or modify the ordered quantities of spare repairable assemblies in the S-70 System. The spare repairable assemblies to be repaired and/or modified under this agreement are set forth by manufacturer's part number in Attachment "A" and constitute "Government Property" as defined in FAR clause 52.245-1 "Government Property" or 52.245-1 Alternate I, as applicable. Repair and/or modification of spare repairable assemblies will be accomplished in accordance with the Statement of Work (Section C03).

(2) For matters not delegated to the Administrative Contracting Officer (ACO), the Procuring Contracting Officer (PCO) Representative is listed on page 1, block 6. This order covers induction for a one-year period from the date of this order, unless otherwise directed by the PCO. Within 30 days after the last day cited for induction, the contractor will advise the cognizant PCO Representative of how many units were inducted against each item. Within 60 days of the last day cited for induction, the ACO shall issue a modification to the order reducing all excess quantities and funds, unless otherwise directed by the PCO. For a complete list of all possible input and output Part Numbers and National Stock Numbers for items repaired under this order, see the continuation sheet.

B02 – WSSTERMBA00 – CONTACT INFORMATION

When a DCMA office is shown on a Contract/Purchase Order, the Administrative Contracting Officer (ACO) is the primary point of contact and all inquiries shall initially be directed to that office for necessary action.

Inquiries and correspondence directed to the Post Award PCO should be addressed as follows:

Code: N731.53
Weapon System LRC: N00383
Telephone: 215-697-1219
E-Mail: dina.m.wojciechowski.civ@us.navy.mil

In the event that the listed PCO contact information is no longer valid and a follow-on PCO cannot be identified, contact **NAVSUPWSSITIMPHelpdesk@navy.mil** .) (01-18)

B03 – DFARS 252.217-7028 – OVER AND ABOVE WORK (DEC 1991)

(a) Definitions. As used in this clause—

(1) "Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is—

(i) Within the general scope of the contract;

(ii) Not covered by the line item(s) for the basic work under the contract; and

(iii) Necessary in order to satisfactorily complete the contract.

(2) "Work request" means a document prepared by the Contractor which describes over and above work being proposed.

(b) The Contractor and Administrative Contracting Officer shall mutually agree to procedures for Government administration and Contractor performance of over and above work requests. If the parties cannot agree upon the procedures, the Administrative Contracting Officer has the unilateral right to direct the over and above work procedures to be followed. These procedures shall, as a minimum, cover—

(1) The format, content, and submission of work requests by the Contractor. Work requests shall contain data on the type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work;

(2) Government review, verification, and authorization of the work; and

(3) Proposal pricing, submission, negotiation, and definitization.

(c) Upon discovery of the need for over and above work, the Contractor shall prepare and furnish to the Government a work request in accordance with the agreed-to procedures.

(d) The Government shall—

(1) Promptly review the work request;

(2) Verify that the proposed work is required and not covered under the basic contract line item(s);

(3) Verify that the proposed corrective action is appropriate; and

(4) Authorize over and above work as necessary.

(e) The Contractor shall promptly submit to the Contracting Officer, a proposal for the over and above work. The Government and Contractor will then negotiate a settlement for the over and above work. Contract modifications will be executed to definitize all over and above work.

(f) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C01 - INPUT OF ARTICLES TO BE REPAIRED AND/OR MODIFIED

(a) Articles to be repaired and/or modified under this agreement, as shown on Page 2, will be shipped at the Government's expense to the plant of the contractor at:

CONTRACTOR NAME: ROCKWELL COLLINS - MISSIONS
ADDRESS: 855 35TH STREET NE
CEDAR RAPIDS, IA 52406-0001
POC:
EMAIL:

The contractor shall receive for each shipment a list (referencing this agreement number) of the articles included in the shipment.

(b) Upon receipt of such articles, the contractor shall:
(1) If the ACO issues the orders, then, promptly notify the ACO of the receipt of the articles;
(2) Verify that the articles received corresponds with the list of the articles furnished for such shipment;
(3) Inspect such articles to assure that they are candidates for servicing under this agreement;
(4) Segregate those which were improperly sent to the contractor and request disposition instructions therefore from the NAVSUP Weapon Systems Support PCO;
(5) Provide adequate storage for articles to be repaired pending issuance of an order by the ACO or PCO hereunder;
(6) Not proceed with the repair of any articles set forth in Attachment "A" (i.e., inducting any units into "M" condition) until funding authorization is received from the ACO or PCO. Retain such units in "F" condition until funding authorization/disposition instructions are received from the Government (ACO or PCO).
(7) Advise the Government (ACO and PCO) if any portion of the required repair is a result of the furnishing by the contractor of articles that were defective in material and/or workmanship, or otherwise not in conformance with the requirements of the contract under which such articles were originally furnished; and
(8) Further advise the Government (ACO or PCO) of the results of the foregoing preliminary inspection, together with a list of the articles and quantities required to be repaired.

C02 - SPECIFICATIONS FOR REPAIR/MODIFICATION/STATEMENT OF WORK (SOW)(AUG 2006)

1.0 SCOPE

1.1. General. The items to be furnished hereunder shall be repaired, tested, inspected, and accepted in accordance with the terms and conditions specified in this Contract. Government Furnished Property (GFP), including equipment such as fixtures, jigs, dies, patterns, mylars, special tooling, special test equipment, or any other manufacturing aid required for the repair, manufacture, and/or testing of the subject item(s), will not be provided by the Government and shall be the responsibility of the Contractor unless expressly provided for within this contract. This limitation regarding the furnishing of GFP applies notwithstanding any reference to the contrary in any drawing, manual, or specification for the Contract items.

1.2. Repair Requirements. The Contractor shall provide the necessary facility, labor, materials, parts, and test and tooling equipment required to return the items (see Attachment A for a list of these items) to a Ready For Issue (RFI) condition. RFI is defined as that condition allowing the items to perform properly and reliably in an operational environment in a manner they were intended to operate. The Contractor shall identify if any governing repair manual(s)/documents applies for each item covered by this Contract. On the same attachment, the Contractor must identify the facility for each item where repair, including final test and inspection, is completed.

1.2.1. Changes to repair manuals/documents and changes to drawings or specifications for the manufacture of parts utilized in these repairs require Procuring Contracting Officer (PCO) approval in accordance with the Configuration Management provisions of this Contract. In addition, as provided for in Section 2.3, requests for changes to a repair source or repair facility shall be submitted in writing to the PCO and must be approved prior to making any such change.

1.2.2. Any repairs performed using unapproved changes to manuals, drawings, specifications, or unapproved changes to a repair source or facility are not permitted and any such changes are done entirely at the Contractor’s own risk.

1.2.3. The Contractor is not entitled to any equitable adjustment to the price or Contract terms based on the Government’s disapproval of a requested change to manuals, drawings, specifications, or to a repair source or facility.

1.3. Beyond Physical Repair (BPR)

1.3.1. Scope. An item is BPR when the item is not capable of being repaired in accordance with the Statement of Work due to the extent of physical damage.

1.3.2. Procedures. The Contractor shall obtain written concurrence from DCMA for all units determined by the Contractor to be BPR. All such determinations, including the basis for the determination and the DCMA written concurrence shall be provided by the Contractor to the PCO, with a copy to the Inventory Manager (IM). After receipt of the required documentation, the PCO shall provide the Contractor disposition instructions. If provided disposition instructions, the contractor shall submit a proposal for BER pricing to the PCO within 30 days of receipt of these instructions. Any disposal ordered shall be performed by the Contractor in accordance with all applicable regulations and the Contractor's approved Government property disposal procedures.

1.4. Beyond Economical Repair (BER)

1.4.1. Scope. An item is BER if the cost of the repair exceeds 80% of the replacement price identified by the contractor upon submittal to DCMA, with DCMA's concurrence. This replacement price is for the purposes of BER determinations only, and may not be used or relied on by the offeror in the pricing of the repairs required by this Contract.

1.4.2. Procedures. Items determined BER will be separately priced if the repair is authorized by the PCO. The Contractor shall obtain written concurrence from DCMA for all units determined by the Contractor to be BER. All such determinations, including the basis for the determination, the repair required, the proposed price to repair and the DCMA written concurrence, shall be provided by the Contractor to the PCO, with a copy to the IM. After receipt of the required documentation, the PCO shall provide the Contractor disposition instructions or contractual authority for repair of the item. The Contractor is not authorized to proceed with the repair until notification is received from the PCO. If provided disposition instructions, the contractor shall submit a proposal for BER pricing to the PCO within 30 days of receipt of these instructions. Any disposal ordered shall be performed by the Contractor in accordance with all applicable regulations and the Contractor's approved Government property disposal procedures.

1.4.3. The following additional procedures may apply, if authorized, for the replacement of a BER SRA (Shop Repairable Assembly) within a WRA (Weapons Repairable Assembly) when the SRA has not been separately inducted. The Contractor may request authorization to:

Ship in place an accepted item from an existing spares or repair Contract, if any, or MILSTRIP the SRA(s),

Authorization to ship in place or MILSTRIP must be provided by the IM in writing to the Contractor and must be appropriately documented in accordance with Section III.I.2.a of the WEB-BASED COMMERCIAL ASSET VISIBILITY (WEBCAV) STATEMENT OF WORK. The Contractor must provide written notification of any item shipped in place or MILSTRIPed to the PCO and an equitable adjustment may be required. If authorization to ship in place or MILSTRIP is not provided, the Contractor shall contact the PCO for further instructions.

1.5. Missing on Induction (MOI).

1.5.1. Scope. A WRA is subject to this MOI provision if the item received by the Contractor for repair is missing one or more SRAs and the SRA is not a separately inducted item. Contractor replacement of MOI SRAs is not included in the contract price. Items received by the Contractor missing consumable parts are not MOI items. Rather, repair of such items and replacement of the missing consumable parts are included in the contract price and the item shall be inducted and repaired by the Contractor under this Contract.

1.5.2. Procedures. The Contractor shall immediately notify DCMA when an item is received with MOI SRA(s) and shall obtain written verification from DCMA for all WRAs determined to have MOI SRA(s). The Contractor shall provide written notice of all such determinations, including identification of the missing SRA(s), and the DCMA written verification, to the IM with a copy to the PCO and ACO prior to induction and/or repair of the WRA. The Contractor shall not proceed with repair of WRAs with MOI SRAs until instructions on how to proceed are provided to the Contractor.

1.5.3. The following additional procedures may apply, if authorized, for the replacement of a MOI SRA within a WRA. The Contractor may request authorization to:

Ship in place an accepted item from an existing spares or repair BOA, if any, or MILSTRIP the SRA(s),

Authorization to ship in place or MILSTRIP must be provided by the IM in writing to the Contractor and must be appropriately documented in accordance with Section III.I.2.b of the WEB-BASED COMMERCIAL ASSET VISIBILITY (WEBCAV) STATEMENT OF WORK. If either of these options is not authorized, the Contractor shall contact the PCO for further instructions.

1.6. Swapping SRAs

1.6.1. Scope. On rare occasions the Contractor may request authority to replace a failed but repairable SRA (within an inducted WRA) that is not BPR, BER or MOI.

1.6.2. Procedures. The Contractor may request authorization to replace the failed SRA unit from the Contractor's production line, by MILSTRIP for an RFI item from Government stock, or with another repairable WRA, i.e. cannibalization. Permission from the PCO must be obtained and an equitable adjustment may be required. Authorization to ship in place from the Contractor's production line or MILSTRIP must be appropriately documented in accordance with Section III.I.2.c of the WEB-BASED COMMERCIAL ASSET VISIBILITY (WEBCAV) STATEMENT OF WORK. Although permission from the PCO is required if the SRA is obtained from another repairable WRA (cannibalized), that transaction does not have to be input into CAV.

1.6.3. Swapping SRAs shall not render an item BER or BPR.

1.7. Over and Above Repair (OAR).

1.7.1. Scope. An item sent to the Contractor shall be considered to require Over and Above Repair (OAR) effort if the repair required is highly unusual, not the type of repair that would be anticipated as a result of normal Navy operation of the item and is not included in the contract pricing due to the nature or scope of the repair needed for that particular item. Therefore, repair of OAR items may be subject to equitable adjustment.

1.7.2. Procedures. To the maximum extent possible, OAR shall be identified by the Contractor as part of the price proposal. If this is an undefinitized contract action, the Contractor shall identify OAR with the submission of the proposed ceiling price.

1.7.3. The Contractor shall obtain written concurrence from DCMA for all units determined by the Contractor to require OAR effort. All such OAR determinations, including the basis for the determination, the repair required, the proposed price to repair and the DCMA written concurrence, shall be provided by the Contractor to the PCO prior to undertaking repair of the item. After receipt of the required documentation, the PCO shall provide the Contractor disposition instructions or contractual authority for repair of the item. Any disposal ordered shall be performed by the Contractor in accordance with all applicable regulations and the Contractor's approved Government property disposal procedures.

2.0 PARTS AND MATERIAL

2.1. The Contractor is responsible for supplying all parts and material necessary to perform the required repairs under this Contract unless parts or material are specifically identified within this contract as Government Furnished Material (GFM). All parts and material used in performance of this Contract shall be in accordance with the latest approved revision of applicable drawings and specifications. The Contractor shall ensure it has access for the duration of this Contract to updated drawings and specifications for parts and material required for repairs performed under this Contract. Any change to such parts/material drawings or specifications requires Government approval in accordance with the Configuration Management provisions of this Contract.

2.2. All parts and material shall be new in accordance with FAR 52.211-5, Material Requirements, which is incorporated by reference herein. Authorization to use other than new material as defined by FAR 52.211-5 requires written approval from the PCO. In addition, cannibalization of piece parts must be approved by the PCO. Cannibalization of units that have not been inducted is not typically authorized and requires specific additional approval by the PCO. Cannibalization or swapping, including any actions authorized under paragraphs 1.4, 1.5 and 1.6, shall not render an item BER or BPR.

2.3. Written approval from the PCO must be obtained prior to any change to the manufacturing source or manufacturing facility for all parts which require source approval. However, a Contractor who has been delegated authority by the Naval Air Systems Command in writing to approve a change in manufacturing source or a manufacturing facility may implement such a change after notifying the PCO.

2.3.1. Where there has been a change to a manufacturing source, the Contractor shall complete all qualification testing that was required when that item or component was originally qualified. Any changes in such testing shall be submitted to the Contracting Officer for Government review and approval. Any repairs performed using unapproved changes to such drawings, specifications or manufacturing source or facility are done at the Contractor's own risk. The Contractor is not authorized to deliver any items until such testing (including revised testing as properly approved) has been completed and the delivered items are repaired/manufactured in accordance with the qualification requirements package.

2.3.2. The Contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a requested change to the drawings, specifications or manufacturing source or facility.

2.4. Purchased Material Control and Parts Control. The Contractor shall establish and maintain a system of control over purchased parts and material. Such controls shall, at a minimum, assure that the parts and material purchased are in compliance with the requirements of this Contract.

2.5. Receiving Inspection of Purchased Parts and Material. Purchased parts and material shall be inspected by the Contractor upon receipt at the Contractor's facility to assure conformance with all requirements of the applicable drawings and specifications. Alternatively, the Contractor shall submit, prior to contract award, evidence for Government review and

approval of a purchased parts and material system which provides for adequate inspection to assure parts and material conform with all requirements of the applicable drawings and specifications.

2.5.1. Evidence of such inspections shall be maintained by the Contractor or Subcontractor for Government review at least twelve (12) months following the conclusion of the contract. The inspection report shall, at a minimum, include a record of all dimensional data (coordinate/positional), material, finish, and processes with appropriate pass/fail criteria, such as certifications, and actual dimensional readings.

3.0 INSPECTION PROVISIONS

3.1. Government inspection shall be in accordance with FAR 52.246-2, Inspection of Supplies - Fixed-Price referenced in Section E, at source by DCMA unless otherwise specified in the Contract or as authorized by the Administrative Contracting Officer (ACO) or PCO. Acceptance testing shall be conducted under the surveillance of the DCMA QAR. These tests shall include all tests necessary to assure that the items repaired conform to the performance required to provide Ready For-Issue material. The DCMA retains the authority to require the Contractor to conduct or reconduct any tests deemed necessary to ensure compliance with the manuals, drawings and specifications applicable to this Contract.

4.0 GOVERNMENT INDUSTRY DATA EXCHANGE PROGRAM (GIDEP)

4.1. The contractor will actively participate in the Government Industry Data Exchange Program per the GIDEP Operations Manual. The Contractor will submit information concerning critical or major nonconformances, as defined in FAR 46.101 to the GIDEP information system.

4.2. The contractor will insert paragraph 5.1 in any subcontract when deemed necessary by the Contractor. When so inserted, the word "contractor" will be changed to the "subcontractor."

4.3. The Contractor will, when it elects not to insert paragraph 5.1 in a subcontract, provide the subcontractor any GIDEP data which may be pertinent to items of its manufacture and verify that the subcontractor utilizes any such data.

4.4. The contractor will, whether it elects to insert paragraph 5.1 in a subcontractor or not, verify that the subcontractor utilizes and provides feedback on any GIDEP data that may be pertinent to items of its manufacture.

C03 – SUPTXT204-9400(1-17) - CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATION (APR 2017)

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

APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified 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 Command's Security Manager upon arrival to the 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) or T5 or T5R equivalent investigation , which is a higher level investigation than the National Agency Check with Law and Credit (NACLC)/T3/T3R described below. Due to the privileged system access, an investigation suitable for High Risk national security positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information

Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

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

The SAAR-N shall be forwarded to the 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 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. Contractor employees under this contract are recognized as Non-Critical Sensitive [ADP/IT-II] positions 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 as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLC or T3 or T3R equivalent investigation to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The investigation consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

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

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

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Command's Security Manager upon arrival to the 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 Command Security Manager. The Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM); Potential suitability or security issues identified may render the contractor employee ineligible for the assignment. An unfavorable determination 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 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 DoD 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.

<u>BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES</u>
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) or T1 investigation equivalent 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 T1 equivalent investigation, 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.

C04 - WSSTERMCZ01 - CONFIGURATION CONTROL

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

(b) Definitions
  (1) Critical Application Item (CAI) – CAI is defined as an item that is essential to weapon system performance or operation, or the preservation of life or safety of operational personnel, as determined by the military services. The subset of CAIs, whose failure could have catastrophic or critical safety consequences (Category I or II as defined by MIL-STD-882), are Critical Safety Items (CSI).
  (2) Critical Safety Item (CSI) - CSI is defined as a part, an assembly, installation, or production system with one or more critical or critical safety characteristics that, if missing or not conforming to the design data, quality requirements, or

overhaul and maintenance documentation, would result in an unsafe condition that could cause loss or serious damage to the end item or major components, loss of control, un-commanded engine shutdown, or serious injury or death to personnel and unsafe conditions, which relate to hazard severity categories I and II of MIL-STD-882, System Safety Requirements. CSIs are a subset of CAIs and include, but are not limited to, items determined to be life-limited, fracture critical, or fatigue sensitive. A Critical Safety Item may also be known by terms such as a Flight Safety Critical Aircraft Part, Flight Safety Part, or Flight Safety Critical Part. For purposes of this contract, the term used will be Critical Safety Item.

(3) Engineering Change Proposal (ECP) – An ECP is the documentation by which an engineering change and its implementation for items to be delivered under this contract is proposed, justified and submitted to the appropriate authority for approval or disapproval. Class I and Class II ECPs will be classified as follows:
   (i) Class I ECP. An engineering change will be classified as Class I if:
      (A) it affects any physical or functional requirement in approved functional or configuration documentation, or
      (B) it affects any approved functional, allocated or product configuration documentation, cost to the Government, warranties or contract milestones, or
      (C) it affects approved product configuration documentation and one or more of the following: Government furnished equipment (including Government test equipment and associated programs such as Test Program Sets/Software); safety; compatibility, interoperability, or logistic support; delivered technical manuals for which changes are not funded; will require retrofit of delivered units; preset adjustments or schedules affecting operating limits or performance to the extent a new identification number is required; interchangeability, substitutability, or replacement of any item down to non-repairable assemblies, sources on a source control drawing; or skills manning, training, biomedical factors or human engineering design.
   (ii) Class II ECP. An engineering change is Class II if it does not impact any of the Class I factors specified above.

(4) Deviation – A deviation is the specific written authorization to depart from a particular requirement of the item's configuration for a specific number of units or for a specific amount of time. It is also a specific written authorization to accept items, which are found to depart from specified requirements, but which nevertheless is considered suitable for use "as is" or after correction by a specified method. The term deviation encompasses what previously had been defined as both a deviation and waiver, and therefore includes requests to depart from a known requirement before, during or after manufacture. Deviations will be classified as follows:
   (i) Major. A deviation is major when it involves a departure from requirements or specifications involving: health, performance, interchangeability, reliability, survivability, maintainability or durability of the item or parts, effective use or operation of the item or system, weight or size, and appearance (when a factor).
   (ii) Critical. A deviation is critical when the deviation involves or impacts safety.
   (iii) Minor. A deviation is minor when the deviation does not involve factors listed above for either critical or major deviations.

(c) Configuration Management/ECPs

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

(2) The Contractor shall submit an Engineering Change Proposal (ECP) for any Class I or II changes that impact the items covered by this contract. An ECP shall be designated Class I or Class II, as defined in this contract.
   (i) If the Contractor has an ECP pending with another Government activity, has an approved ECP that the Contractor proposes to incorporate under this contract, or has an ECP pending or approved under a production contract, the Contractor will notify the PCO of the status of the ECP and provide a copy of the ECP submission. Any such Class I ECPs, however, will be incorporated only by modification to the contract.
   (ii) A properly documented ECP submitted under this contract shall be processed as follows:
      (A) Any Class I ECP must be submitted to the contracting officer for approval/disapproval. A Class I change will be not be implemented until a contract modification is issued by the contracting officer.
      (B) Any Class II ECP involving a non-critical item or a CAI shall be submitted to the cognizant Defense Contract Management Agency (DCMA) for concurrence in classification and may be implemented only upon receiving DCMA concurrence. Any Class II ECP involving a CSI must be clearly identified as involving a CSI, must be submitted to the contracting officer for review by the contracting officer and the Navy's Basic Design Engineer, and may be implemented only upon the approval of the contracting officer. If, however, authorized in writing by the contracting officer or if the Naval Air Systems Command has delegated authority in writing to the DCMA to concur in Class II ECPs involving CSIs for the Contractor (which is specific to the Contractor's location and CAGE code), a Class II ECP involving a CSI may be submitted to the DCMA and implemented upon DCMA's concurrence with classification. If the affected Class II ECP item or items have not been identified as CAI, CSI or as non-critical by the Government, the Contractor will contact the contracting officer to obtain a classification for the affected items. The Government will not be responsible for any contract delay or disruption or any increased costs of performance of the contractor due to a misclassification of an ECP by the contractor, including those costs

associated with replacement of delivered items resulting from such a misclassification. Class II changes shall be made at no additional cost to the Government.

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

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

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

(d) Configuration Management/Deviations

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

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

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

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

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

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

(5) Recurring deviations are discouraged and shall be minimized. The contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a major/critical or minor deviation. In addition, the Government may be entitled consideration from the contractor if a deviation is approved. **(10-04)**

C05 - DFARS 252.211-7005 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)

(applicable >MPT)

(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 Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

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

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

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

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

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror—
(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

SECTION D - PACKAGING AND MARKING

D01 - DFARS 252. 211-7006 - PASSIVE RADIO FREQUENCY IDENTIFICATION (MAR 2018)
This clause is incorporated by reference with the same force and effect as if it were given in full text. The clause is applicable to individual cases and palletized unit loads for the shipment of items in the supply classes and to the locations identified in DFARS 211.275-2.

D02 - DFARS 252.211-7003 - ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)
(a) Definitions. As used in this clause—
"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

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

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

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

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

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

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

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means—
(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.
(1) The Contractor shall provide a unique item identifier for the following:
(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:
Contract Line, Subline, or Exhibit Line Item Number Item Description

_____

_____

_____

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

_____

_____

_____

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

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ____.

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

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

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

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

(ii) The issuing agency code—

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

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

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

(1) Unique item identifier.

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

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
(2) Unique item identifier of the embedded subassembly, component, or part.
(3) Unique item identifier type.**
(4) Issuing agency code (if concatenated unique item identifier is used).**
(5) Enterprise identifier (if concatenated unique item identifier is used).**
(6) Original part number (if there is serialization within the original part number).**
(7) Lot or batch number (if there is serialization within the lot or batch number).**
(8) Current part number (optional and only if not the same as the original part number).**
(9) Current part number effective date (optional and only if current part number is used).**
(10) Serial number (if concatenated unique item identifier is used).**
(11) Description.
** Once per item.

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

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

D03 - WSSTERMDZ03 - PRESERVATION, PACKAGING, PACKING AND MARKING
The contractor shall preserve, package, pack and mark all items as cited below.

1. PRESERVATION REQUIREMENTS
   a. SYSTEM STOCK SHIPMENTS - The contractor shall preserve all items intended to enter the military distribution system (stock) in accordance with the MIL-STD-2073-1E, "Standard Practice for Military Packaging", Packaging Requirements Code specified in the Schedule. When a Specialized Preservation Code/Method of Preservation (MOP) (Table J-Ia) is specified, and one or more of the following packaging fields (WM, CUD, CT, UC) value is a 00 (numeric), the Specialized Preservation/MOP procedure and materials takes precedence. Disregard "HM" and "LP" fields and replace "SPMK 99" with "00" (numeric). Contractor can access https://tarp.navsisa.navy.mil for code interpretation.
      i. Contractor shall use material produced by a Qualified Products List (QPL) manufacturer if the required packaging material has a QPL. Barrier materials that have QPLs are MIL-PRF-131, Classes 1 and 3, MIL-PRF-81705D, Type 1 and MIL-PRF-22191. These items can be identified by the following packaging field values: PM = "31", "32", "33", "41", "42", "43", "44", "45", "51", "52", "53", "54", "55", "AW", "BD", "DW", "GX"; or UC = "B2", "B3", "B9", "BL", "BS" or "SD". Sources for QPL material can be obtained by contacting 215-697-5842.

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

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

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

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

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

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

i. 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.),

ii. Contract Line Item Number (CLIN) – the 4-digit individual line item number (e.g. 0001, 0002, etc.), and

iii. SubCLIN – the 6-digit sub line item number (e.g. 0001AA, 0001AB, 0002AA, 0002AB, etc.).

b. 2D BAR CODE MILITARY SHIPPING LABEL (MSL) – 2D bar code requirements in accordance with MIL-STD-129R, Paragraph 5.2.2.6

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

d. DEPOT LEVEL REPAIRABLE (DLR) LABELS

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

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

ii. Labels can be obtained via email: tyrone.sizer@dla.mil or sandy.sullivan@dla.mil

Provide the following information in the email:

a). Contract Number

b) NSN of the size DLR Label you need (per the below)

c) POC and Address for these to be sent to.

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

Labels may also be obtained by faxing a copy of the contract page containing the DLR label requirement and providing the POC/Address to 215-697-2424.

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

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

SMIC	MARKINGS	COLOR	TYPE CONTAINER
L1	LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
S1	SURFACE LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
D4/D5/D7	DSS-SOC	RED	Unit, intermediate and shipping (size permitting)
C1 *	LEVEL 1 SPECIAL CLEAN O2-N2	GREEN	Unit, intermediate and shipping
CP/VG *	SPECIAL CLEAN O2-N2	GREEN	Unit, intermediate and shipping
D0/D6/D8 *	DSS-SOC SPECIAL CLEAN O2-N2	GREEN	Unit, intermediate and shipping
VU	FBW SFCC VU	BLUE	Unit, intermediate and shipping (size permitting)
SW	FBW SFCC SW	BLUE	Unit, intermediate and shipping (size permitting)
Q3/Q5	Q3 or Q5	RED	Unit, intermediate and shipping

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

4. PALLETIZATION. Palletization of shipments shall be accomplished in accordance with MIL-STD-147E “DoD Standard 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 certification markings must be easily visible, especially in pallet loads, to inspectors.

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

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

a. REUSABLE CONTAINERS FOR NAVSUP WEAPON SYSTEMS SUPPORT, MECHANICSBURG SITE, MARITIME REQUIREMENTS. Reusable NSN containers for maritime material (designated by a Cognizance Code of “7E”, “7G” and “7H”) shall be provided as contractor-furnished material (CFM). Source lists of possible container manufacturers may be obtained by contacting 215-697-5842.

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 Cognizance Code of “7R”,“6K” or “0R”) shall be provided as government-furnished material (GFM). Fast pack containers illl not be provided as GFM. To obtain GFM reusable containers, the contractor must first obtain a Container Request Form either from https://tarp.navsisa.navy.mil/containerrequest or by contacting 215-697-5842, then fax the completed form to 215-697-1405/3850 at least 90 days prior to the anticipated shipping date (monthly for repair contracts). If the Navy’s Container Management Area (CMA) informs the contractor that containers are unavailable, the

following alternate packaging requirements apply. The unavailability of reusable containers shall not be an excusable delivery delay. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

ALTERNATE PACKAGING REQUIREMENTS FOR ITEMS ASSIGNED THE FOLLOWING CONTAINERS

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

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

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

9. MATERIAL SAFETY DATA SHEETS. As required by clauses FAR 52.223-3 “Hazardous Material Identification and Material Safety Data” and DFARS 252.223-7001 “Hazard Warning Labels” the offeror is required to list any hazardous material to be delivered under the resultant contract by the submission of Material Safety Data Sheets (MSDSs) to the NAVSUP WSS or DLA Contracting Officer prior to award. A copy must also be provided to NAVSUP WSS, Code 0772, P.O. Box 2020, 5450 Carlisle Pike, Mechanicsburg, PA 17055-0788 or via FAX number 717-605-3480. **(07-14)**

SECTION E - INSPECTION AND ACCEPTANCE

E01 - FAR 52.246-2 (IBR) - INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)
(applicable to all NAVSUP WSS acquisitions)
The clause of the Federal Acquisition regulation set forth at FAR 52.246-2 is hereby incorporated by reference with the same force and effect as if set forth in full.

E02 - FAR 52.246-16 - RESPONSIBILITY FOR SUPPLIES (APR 1984)
The clause of the Federal Acquisition Regulation set forth at FAR 52.246-16, is hereby incorporated by reference with the same force and effect as if it set forth in full.

E03 - WSSTERMEZ03 - HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT
(a) In accordance with FAR Clause 52.246-11, the contractor shall comply with one of the following Quality Management Systems listed below by checking the appropriate block or propose an equivalent system by checking the “Other” block:
(X) ISO 9001 Quality Management Systems – Requirements
(X) SAE AS9100 Quality Management Systems - Aerospace Requirements
( ) OTHER (Specify) _____

NOTE: When the “OTHER” block is selected, please identify the industry, military, or international Quality Management

System that you intend to use. Your proposed system will be reviewed and assessed for suitability and equivalency.

(b) Measuring and Test Equipment - The contractor shall comply with one of the following Calibration Standards listed below by checking the appropriate block or propose an equivalent standard by checking the "Other" block:
( ) NCSL Z540.3 Requirements for Calibration of Measuring and Test Equipment
( ) ISO 10012 Requirements for Measurement Processes and Measuring Equipment
( ) OTHER (Specify) _____

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

(c) The contractor shall use and be compliant with the revision of the applicable Quality Management System and Calibration Standard in effect at time of the offeror's latest proposal submission. **(12-14)**

E04 – WSSTERMEZ05 – INSPECTION AND ACCEPTANCE
(X) 1. Inspection of Supplies shall be performed at the contractor location shown on Page One by the Contract Administration Office (CAO) also shown on Page One, unless otherwise specified below:
( ) Manufacturing Site at ( ) by the Manufacturing Site CAO ( )
( ) Subcontractor's Sites at ( ) by the Subcontractor Site CAO ( ).
( ) Packaging Site at ( ) by the Packaging Site CAO ( ).

(X) 2. Final Acceptance of Supplies and Packaging shall be performed at the contractor's location on Page One by the Contract Administration Office (CAO) also shown on Page One, unless otherwise specified below:
( ) Manufacturing Site at ( ) by the Manufacturing Site CAO ( ).
( ) Subcontractor's Site at ( ) by the Subcontractor Site CAO ( ).
( ) Packaging Site at ( ) by the Packaging Site CAO ( ).
( ) Destination.

( ) 3. Inspection and Acceptance of Supplies will be performed by the consignee at Destination. (04-15)

SECTION F - DELIVERIES OR PERFORMANCE

F01 - FAR 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: See full list at the end of the Table of Contents.

Clause Number	Clause Title	Clause Date
FAR 52.211-17	Delivery of Excess Quantities (Applicable to Fixed-Price for Supplies)	SEP 1989
FAR 52.242-15	Stop Work Order (applicable to Supplies and Services when contracting by Negotiation)	AUG 1989
FAR 52.242-17	Government Delay of Work (applicable to Fixed-Price for Supplies, but not Commercial Items)	APR 1984
FAR 52.247-29	F.O.B. Origin	FEB 2006
FAR 52.247-30	F.O.B. Origin - Contractor's Facility	FEB 2006
FAR 52.247-31	F.O.B. Origin, Freight Allowed	FEB 2006
FAR 52.247-33	F.O.B. Origin, With Differentials	FEB 2006
FAR 52.247-55	F.O.B. Point for Delivery of Government Furnished Property (The point of delivery of Government Property referred to in the first sentence of this clause shall be the contractor's plant(s) as set forth in Section C01 of this agreement.)	JUN 2003
FAR 52.247-58	Loading, Blocking, and Bracing of Freight Car Shipments (Applicable to Supplies shipped in carload lots by rail.)	APR 1984
FAR 52.247-59	F.O.B. Origin - Carload and Truckload Shipments	APR 1984
FAR 52.247-61	F.O.B Origin - Minimum Size of Shipments	APR 1984
FAR 52.247-65	F.O.B. Origin - PrePaid Freight - Small Package Shipments	JAN 1991

F02 - PLACE OF DELIVERY – FOB ORIGIN
(a) Subject to the provisions of the clause hereof entitled FOB Origin (FAR 52.247-29), the articles to be furnished shall be delivered FOB Origin at the plant or plants where the articles will be offered for acceptance.

(b) Shipment will be made at Government expense to the destinations specified herein. The method of shipment will be specified by the cognizant Government Inspector when the articles are ready for shipment.

(c) The Government shall have the right to change the destinations specified herein. Any adjustment in contract price at time of delivery due to resulting changes in packing or marking shall be subject to FAR 52.243-1 of this contract entitled "Changes-Fixed Price".

(d) If this solicitation is a Request for Proposals or a Request for Quotation, offers are cautioned that an offer submitted on a basis other than FOB Origin may not be considered for award.

F03 - WSSTERMFZ05 - FMS DELIVERY AND SHIPPING INSTRUCTIONS
(applicable to FMS contracts)
Material to be delivered FOB Origin at or near contractor's plant in the manner specified below. Use of Agency Official Indicia mail by contractors is not authorized. Quantities will not be divided into mailable lots for the express purpose of avoiding movement by other modes of transportation.

Consignment instructions provided herein are subject to change. In order to obtain the most current "Ship To" and "Mark For" information, the contractor is required to contact the cognizant DCMA Transportation Office ten days prior to shipment.

MATERIAL/TRANSPORTATION DATA:

(a) If shipment qualifies as a small parcel under current specifications, ship via a Mode 5 small parcel carrier within the Continental United States (CONUS). Contractor will add prepaid transportation charges as a separate item on the invoice for reimbursement purposes.
(b) If shipment does not qualify as a small parcel (Mode 5) shipment, ship to the Freight Forwarder on a collect commercial Bill of Lading.
(c) International FMS Parcel Post (PP) shipments destined for the Government of Canada will be made via "Certificate of Mailing" using United States Postal Service (USPS) Form 3817, 3877 or 3877A.
(d) If an X appears in the following parentheses ( ), ship on a Prepaid Commercial Bill of Lading (CBL). Request transportation instructions from the cognizant DCMA transportation Office. Transportation Account Code (TAC)(_____)applies.

SPECIAL MARKINGS:
For record accounting identification purposes, the Document Number, National Stock Number (NSN), and Supplementary Address, which appear under each line item(s) subclin, must be referenced in all Contracts, Invoices, Shipping, Inspection, and Financial Documents.

For FMS shipments only, regardless of size, the shipper shall bar code and apply the below listed identification with the appropriate bar coding format as specified in the MILSTD-129-P (disregarding 4.4.1.2) based on the packaging standard used.

The Bar Code Lines should read as shown below.
(NOTE: The 14-15 position Requisition Number, which can be found under each line item(s) subclin, shall be bar coded vice the Contract number.)

Bar Code Line 1: National Stock Number (NSN) or CAGE and Part Number (if no NSN)
Bar Code Line 2: Requisition Number(s) (be sure to include each Requisition Number in the multi-pack)
Bar Code Line 3: Unit of Issue, Quantity, Unit Price, Supplementary Address

The information to be bar coded is reflected in the DD250 as follows:

Block 13	Supplementary Address (6 position alphanumeric code)
Block 16	National Stock Number (NSN) or CAGE/Part Number
Block 17	Quantity
Block 18	Unit (of Issue)
Block 19	Unit Price

DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORTS (DD250) AND BILLS OF LADING

(a) Attach four (4) copies of DD250 in waterproof envelope outside of shipping container.
(b) Forward two (2) copies of DD250 annotated by carrier as proof of shipment to NAVSUP WSS, 700 Robbins Avenue, Philadelphia, PA 19111, Code N52, at the time of shipment.
(c) Forward three (3) copies of DD250 to designated Freight Forwarder.

(d) Where NAVSUP WSS Philadelphia is the status control activity, forward two (2) copies of DD250 to the attention of NAVSUP WSS Philadelphia Code N842. Where the status control activity is other than NAVSUP WSS Philadelphia, forward one (1) copy of DD250 to NAVSUP WSS Philadelphia Code 0142 and one (1) copy of DD250 to the status control activity.
(e) Forward one (1) copy of DD250 to NAVSUP WSS Philadelphia Code N52(213.34) . (03-04)

F04 - WSSTERMFZ10LN - REDISTRIBUTION ORDER/READY FOR ISSUE – NAVSUP WSS TRANSPORTATION (FOB ORIGIN)

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

II. For Non-CAV Reporters:

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

B. Assets to be delivered to your facility for repair in accordance with the contract will include any Depot Level Repairable (DLR) in any condition. Upon receipt of material, compare the quantity of units and the NIIN of the item inside the container to the quantity and NIIN on the DD Form 1348-1A document that accompanies the material. There may be multiple DD Form 1348-1A documents with the material. The appropriate DD Form 1348-1A to use for comparison is the one that reflects the material being shipped to the repair facility. Any discrepancies in quantity or NIIN must be reported by creating a Supply Discrepancy Report (SDR) – SF364 via https://www.pdrep.csd.disa.mil/ using the EZ PDR Login option.

C. Assets to be picked up from the repair facility will include material in any of the following conditions:
1. "A" Condition - Units that have been repaired and are Ready for Issue (RFI)
2. "F" Condition - Units that are NOT authorized for repair - Not Ready for Issue
3. "H" Condition - Units that have been determined Beyond Repair (BR) or Beyond Economical Repair (BER)
4. "J" Condition - Units that have been misidentified or misdirected to the repair facility

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

1. Contact the Government Quality Assurance Representative (QAR) to schedule an on-site visit date for inspection and acceptance of the material, including, if required, signature or Wide Area Workflow (WAWF) authorization of the DD250 Receiving Report, which is required for payment purposes.

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

3. Contact the ATAC Dispatcher at 1-866-215-3084 or ATACCustomerService@navy.mil and provide the information below. The ATAC database will house much of this information, but the repair facility will be asked to verify the following data:

a. CAGE or UIC (e.g. 12345 or Q01234)
b. National Stock Number (e.g. 01-123-4567)
c. Quantity (e.g. 10 each)
d. Pieces (number of boxes)
e. Receipt Document Number (e.g. N003835001XD01 or N001045001XK01)
f. Nomenclature
g. Date contractor started repair of the unit
h. Condition Code of material (e.g. A, F, H or J)
i. Pick-up Address
j. Destination Unit Identification Code (UIC) (e.g. SW3117)
k. Destination Address
l. Contract Number or Purchase Order Number (e. g. N0038309GA001 or N0010409PDG71)
m. Delivery Order Number for BOA or LTC (e.g. 0001 or 7001; not applicable for non-BOA or non-LTC purchase orders or contracts)
n. Contract Line Item Number (e.g. 0001AA)
o. Serial Number of the Unit
p. Hazardous Material (Yes or No)
q. Priority (e.g. Routine or Urgent - requiring immediate pick up)

r. Available Pick-up Date (date material can be picked up after QAR inspection)
s. Weight
t. Dimensions (L, W, H)

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

E. Preparation for ATAC pickup

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

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

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

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

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

F. MATERIAL RETURNS:

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

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

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

b. Consignment Addresses are available electronically at: https://www.transactionservices.dla.mil/daasinq/default.asp
SW3117 – DD Norfolk, VA SW3205 – DD San Diego, CA

3. "H" CONDITION MATERIAL: The repair contractor shall obtain written concurrence from the DCMA QAR for all units determined to be Beyond Repair (BR) or Beyond Economical Repair (BER). All such determinations, including the basis for the determination, the repair required, the proposed price to repair, and DCMA written concurrence, shall be provided by the contractor to the PCO. After receipt of the required documentation, the PCO shall provide the contractor either disposition instructions or contractual authority for repair of the item. The contractor is NOT authorized to proceed with repair until notification to proceed is received from the PCO. If provided disposition instructions, the contractor shall submit a proposal for BER pricing to the PCO within 30 days of receipt of these instructions. Any disposal action ordered by the PCO shall be performed by the contractor in accordance with applicable regulations and DCMA disposal procedures and requirements. If it is determined that a unit should be retained by the Defense Distribution Depot (DDD) in lieu of disposal, the contractor shall prepare the units for delivery to the following:

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

b. Consignment Addresses are available electronically at: https://www.transactionservices.dla.mil/daasinq/default.asp
SW3117 – DD Norfolk, VA SW3205 – DD San Diego, CA

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

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

b. Consignment Addresses are available electronically at: https://www.transactionservices.dla.mil/daasinq/default.asp
N68620 – ATAC HUB, Norfolk, VA N46433 - ATAC HUB, San Diego, CA

c. If after return, the same unit is again shipped to your facility, call 619-545-9707 or 619-545-8359 for hub shipments, and call the NAVSUP WSS Planner for all others. (**02-15**)

F05 – WSSTERMFZ111 - FMS ROR AND FREIGHT TRACKING INSTRUCTIONS

(a) The contractor is required to upload tracking information to the NAVSUP WSS eBusiness website/ROR Database within 72 hours after receipt of each FMS repairable unit (including those resulting from Supply Discrepancy Reports and Quality Discrepancy Reports), and update tracking information as it occurs thereafter within 24 hours of each change in status (see the Fields below identified with "*" for the change in status events). For instructions on access to and use of the eBusiness website/ROR database, visit: https://fmsweb.salts.navy.mil/ofactx/ESuite/esuite.asp and click the "Contractor ROR Access" link.

(b) The following is the character position and field breakdown.

Character Position	Field
1-2	Country (The 2nd and 3rd position of the Document Number)
6-20	Document Number
21-25	Blank
26-33	Original ECD Date
34-41	Current ECD Date
42-49	*DOP (Depot Overhaul Point) Received Date
50-57	*DOP (Depot Overhaul Point) Induct Date
58-65	*DOP (Depot Overhaul Point) Completion Date
66-73	* RFI Shipped Date
74-81	* AWP (Awaiting Part) Date
82-89	* BER (Beyond Economic or Beyond Repair) Date
90-99	Final Repair Price
100-109	Estimated Repair Price
110-500	Remarks

Character positions 1-20 (Country, Case, and Document Number) are mandatory. These three (3) fields allow for identification of the repairable to the proper record and repair depot. Character positions 1-20 are required to be completed with each update. For example, on a first upload, positions 1-33 and 42-49 may be filled out. On the second upload, positions 1-33 and 42-57 are completed as the item goes from received to inducted. As another example, if the only field being updated is the DOP Completion date, then only character positions 1-20 and 58-65 need to be completed, although the option also exists to fill all or most fields on each upload.

For additional information on uploading the tracking information, call Ken Kittredge 215-697-9257. (06-05)

SECTION G - CONTRACT ADMINISTRATION

G01 - CONTRACT ADMINISTRATION

(a) Responsibility for performance of contract administration functional areas, both normal and optional, applicable to this contract is hereby delegated and assigned to the Defense Contract Management Agency. Critical and major nonconformance, as defined in DFARS 246.407, will not be accepted without Procurement Contracting Officer (PCO) approval.

(b) Authority is hereby delegated to the Contract Administration Office to issue "No Cost" reconsignment directions to the contractor pursuant to requests made by the contracting activity.

(c) The Administrative Contracting Officer (ACO) shall determine and insure that:
- (1) All units determined by the Contractor to be beyond economical repair (BER) shall bear a confirmation by the ACO and shall accompany the Contractor's evaluation and be sent to the NAVSUP WSS PCO.
- (2) A certification of acceptance initiated by the cognizant DCMA shall be packed with each unit processed under this order.
- (3) The Contractor shall not incorporate any newly proposed modifications or changes into the items inducted under this order without prior approval of the NAVSUP WSS PCO.
- (4) Each DD-Form 250 issued under this order shall bear the notation Commercially Serviced Material. Does not apply CAV.
- (5) One copy of the DD Form 250 issued under this order shall be forwarded to the NAVSUP WSS, Attn: Code 014 and one copy of the DD Form 250 shall be forwarded to the NAVSUP WSS, ATTN: Code 033.
- (6) The completed units shall be identified by adding a decal or suitable marking on each unit in an easily accessible location and shall contain the following information:
  - i. Contractor's Name, Federal Manufacture Code or Trademark.
  - ii. Completion date of repair/work.
  - iii. Order Number (**10-00**)

G02 - DFARS 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 WorkFlow (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 web site.

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

(e) WAWF methods of document submission. 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).

Combo – Invoice and Receiving Report
(Contracting Officer: Insert applicable document type(s).

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

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

Source
(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

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

FIELD NAME IN WAWF	DATA TO BE ENTERED IN WAWF
Pay Official DoDAAC:	HQ033X
Issue By DoDAAC:	N00383
Admin DoDAAC:	SXXXA
Inspect By DoDAAC:	SXXXA
Ship To Code:	XXXXX
Ship From Code:	XXXXX
Mark For Code:	
Service Approver (DoDAAC) :	
Service Acceptor (DoDAAC) :	
Accept at Other DoDAAC:	XXXXX
LPO DoDAAC:	
DCAA Auditor DoDAAC:	

Other DoDAAC(s) :	

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

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

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

(g) WAWF point of contact.
(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.
navsupwawf.wss.ftc@navy.mil
(Contracting Officer: Insert applicable information or "Not applicable.")
(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H01 - WSSTERMHZ02 - QUALITY ASSURANCE REPRESENTATIVE (QAR)

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

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

For CAV reporters, the contractor shall provide to the QAR as an attachment to the WAWF documentation and/or in print the CAV Material Movement Document (MMD) (This is also required for assets determined BR or BER). **(03-15)**

H03 – WSSTERMHZ07 - GOVERNMENT SOURCE APPROVAL REQUIRED PRIOR TO AWARD

The subject item requires Government source 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 WSS 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.navsup.navy.mil/public/navsup/wss/business_opps/ identified as Source Approval Request (SAR) Brochure-Spares (Aviation) and/or Source Approval Request (SAR)-Repairs Aviation)

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 requirements 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.

H04 - WSSTERMHZ01 - MONETARY LIMITATION REPAIR PURCHASE ORDERS

(a) Order Processing

(1) The unit prices and total amounts shown on the schedule page are not Firm Fixed Prices but are Monetary Limitations. The contractor shall begin work immediately upon receipt of order and receipt of non-RFI asset(s) or notify the Contacting Officer in writing within seven days of the date of order if the contractor will not perform under this order.
(2) The Contractor shall submit a price proposal to the PCO within 30 days after receipt of this order or receipt of the non-RFI assets (whichever is later), but in any event prior to 40% completion of required repairs.
(3) Upon agreement, a modification (Standard Form 30) shall be issued by the PCO establishing the firm fixed unit prices and delivery schedule for the items to be repaired. If agreement on price cannot be reached after conclusion of negotiations, the Contracting Officer will unilaterally establish a firm fixed price, which is subject to appeal by the Contractor under the Disputes clause of this order. Pending definitization of prices, the contractor shall not be obligated to incur costs that exceed the funds obligated with this order nor is the Government required to make payments in excess of the monetary limitation.
(4) Notwithstanding FAR clause 52.213-3, invoices shall be sent directly to the payment office listed in block 15 on page 1 of the order.
(5) The item(s) to be repaired shall be shipped, transportation charges prepaid, to the Contractor's plant listed on page 1.

(b) Warranty
(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 from the date of delivery:
(i) Any part furnished or work done under this order will be free from defects in material and workmanship and will conform with the specifications stated and all other requirements of this order; and
(ii) The preservation, packaging, packing and marking, and the preparation for, and method of, shipment of any repaired overhauled article will conform to this order.
(2) The Contracting Officer shall give written notice to the Contractor of any breach of warranties and required corrective action within 45 days after discovery of the defect. (06-05)

H05 - WSSTERMHZ03 - FIRM FIXED PRICE REPAIR PURCHASE ORDERS

(a) The unit prices and total amounts shown on the schedule page are Firm Fixed Prices. The contractor shall begin work immediately upon receipt of order and receipt of non-RFI asset(s). The item(s) to be repaired shall be shipped, transportation charges prepaid, to the Contractor's plant listed on page 1.

(b) Warranty
(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 from the date of delivery:
(i) Any part furnished or work done under this order will be free from defects in material and workmanship and will conform with the specifications stated and all other requirements of this order; and
(ii) The preservation, packaging, packing and marking, and the preparation for, and method of, shipment of any repaired overhauled article will conform to this order.
(2) The Contracting Officer shall give written notice to the Contractor of any breach of warranties and required corrective action within 45 days after discovery of the defect. (12-04)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I01 - FAR 52.252-2 - CONTRACT 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 these addresses: See full list at the end of the Table of Contents.

NOTE: All clauses listed are applicable to both Solicitations and Contracts unless otherwise noted. The following abbreviations have been used:

SAT = Simplified Acquisition Threshold ($250K) MPT = Micro-Purchase Threshold ($10K)
SB = Small Business SDB = Small Disadvantaged Business

CLAUSE NUMBER	CLAUSE TITLE	CLAUSE DATE

52.204-2	Security Requirements (if item is classified)	AUG 1996
52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identify Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance	AUG 2020
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2020
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (The contracting officer shall identify in the Contract Schedule the supplies or services that shall be purchased from a mandatory source and the specific source.)	MAY 2014
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (applicable >$30K)	OCT 2015
52.211-5	Material Requirements (not applicable to Commercial Items)	AUG 2000
52.211-15	Defense Priority and Allocation Requirements (See Section L for rating)	APR 2008
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	JUN 2023
52.215-8	Order of Precedence - Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns (applicable >SAT, unless the contract, together with all of its subcontracts, will be performed entirely outside of the U.S. and its outlying areas)	NOV 2016
52.219-18	NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS	OCT 2022
52.219-29	Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns	DEC 2015
52.219-30	Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program	DEC 2015
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor (>MPT when performed inside the USA)	JUN 2003
52.222-19	Child Labor - Cooperation with Authorities and Remedies (applicable >MPT)	DEC 2022
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000 (applicable >$15K, but not for Commercial Items or when performed outside the U.S.)	JUN 2022
52.222-21	Prohibition of Segregated Facilities (applicable if clause 52.222-26 applies)	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-26 Alt I	Equal Opportunity - Alternate I (applicable if contract is exempt from one or more, but not all, of the requirements of E.O. 11246)	FEB 1999
52.222-29	Notification of Visa Denial [applicable if clause 52.222-26 applies, and if the contractor is required to perform in or on behalf of a foreign country (FMS)]	APR 2015
52.222-37	Employment Reports on Veterans (applicable if clause 52.222-35 applies)	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information (applicable if contract provides for performance, in whole or in part, on a Federal facility)	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.225-13	Restriction on Certain Foreign Purchases (applicable unless an exception in FAR 25.103 applies)	JUN 2008
52.227-1	Authorization and Consent (optional <SAT and prohibited when performance and delivery are outside the USA)	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (applicable if clause 52.227-1 applies)	DEC 2007
52.227-3	Patent Indemnity (>SAT, but not for Part 12 Commercial Items or when performance and delivery are outside the USA)	APR 1984
52.227-3 Alt I	Patent Indemnity – Alternate I	APR 1984
52.227-3 Alt II	Patent Indemnity – Alternate II	APR 1984
52.227-9	Refund of Royalties (applicable to negotiated fixed-price contracts when royalties may be paid)	APR 1984

52.227-14	Rights in Data - General (applicable if data will be produced, furnished or acquired)	MAY 2014
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment - Major Systems (applies to acquisition of major systems or acquisitions in support of major systems; the contracting officer shall identify as part of the data delivery requirements those line items of technical data to which the clause applies)	MAY 2014
52.232-1	Payments (applicable to fixed-price Supply or Services contracts)	APR 1984
52.232-8	Discounts for Prompt Payment (applicable to fixed-price Supply or Services contracts)	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras (applicable to fixed-price Supply or Services contracts)	APR 1984
52.232-16 Alt I	Progress Payments - Alternate I (if the contractor is a SB or SDB, use DFARS 252.232-7004 instead of the clause at 52.232-16 with its Alternate I)	MAR 2000
52.232-23	Assignment of Claims (>MPT)	MAY 2014
52.232-23 Alt I	Assignment of Claims - Alternate I (applicable if a no-setoff commitment is authorized)	APR 1984
52.232-25	Prompt Payment (not applicable in Commercial Item contracts)	JAN 2017
52.232-33	Payment by Electronic Funds Transfer – System for Award Management (applicable if clause 52.204-7 applies)	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.239-1	Privacy or Security Safeguards	AUG 1996
52.243-1	Changes - Fixed Price (applicable to a fixed-price contract for Supplies)	AUG 1987
52.243-6	Change Order Accounting (applicable to a Supply contract of significant technical complexity, if numerous changes are anticipated)	APR 1984
52.243-7	Notification of Changes (applicable to negotiated Supply contracts at or over $1M for the acquisition of major weapon systems or principal subsystems)	JAN 2017
52.244-6	Subcontracts for Commercial Items (applicable to all contracts other than those for Commercial Items)	AUG 2018
52.245-1	Government Property	JAN 2017
52.245-9	Use and Charges (applicable when the clause at 52.245-1 is also used)	APR 2012
52.246-23	Limitation of Liability [applicable to contracts requiring delivery of end items that are not high-value items (i.e. normally <$100K per unit)]	FEB 1997
52.247-1	Commercial Bill of Lading Notations (applicable to all Cost-Reimbursement contracts, and Fixed-Price FOB Origin contracts >$100K; clause may be used in contracts at or under SAT if delivery terms are FOB Origin)	FEB 2006
52.247-63	Preference for U.S.-Flag Air Carriers (applicable whenever U.S. Government-financed international air transportation of property will occur in the performance of the contract; DOES NOT apply <SAT or for Commercial Items)	JUN 2003
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (applicable to contracts that may involve ocean transportation of Supplies subject to the Cargo Preference Act of 1954)	NOV 2021
52.247-64 Alt I	Preference for Privately Owned U.S. Flag Commercial Vessels - Alternate I (applicable if required by statute or determined under agency procedures, that the Supplies to be furnished shall be transported exclusively in privately owned U.S.-flag commercial vessels)	APR 2003
52.247-68	Report of Shipment (REPSHIP) (applicable if advance notice of shipment is required for safety or security reasons, or where carload or truckload shipments will be made to DoD installations)	FEB 2006
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (applicable to a Fixed-Price contract at or below SAT)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General (applicable when FAR 52.203-13 is used)	DEC 2012

252.204-7000	Disclosure of Information	OCT 2016
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities (applicable if clause FAR 52.204-2 applies)	NOV 2001
252.206-7000	DOMESTIC SOURCE RESTRICTION	AUG 2023
252.211-7000	Acquisition Streamlining (applicable to all acquisitions)	OCT 2010
252.211-7007	Reporting of Government-Furnished Property (applicable when the clause at FAR 52.245-1 is also used)	AUG 2012
252.219-7010	NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS--PARTNERSHIP AGREEMENT	OCT 2019
252.223-7002	Safety Precautions for Ammunition and Explosives	MAY 1994
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	SEP 1999
252.225-7001	Buy American and Balance of Payments Program —BASIC (applicable in place of FAR 52.225-1; applicable unless one or both of the following clauses apply to all items on the contract -- 252.225-7021 and/or 252.225-7036)	DEC 2017
252.225-7002	Qualifying Country Sources as Subcontractors (applicable when one of the following clauses is used -- 252.225-7001, 252.215-7021 or 252.215-7036)	MAY 2020
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	SEP 2006
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	OCT 2014
252.225-7013	Duty-Free Entry (applicable in place of FAR 52.225-8; does not apply to Supplies that will NOT enter U.S. customs territory)	MAY 2016
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	JUN 2011
252.225-7021	Trade Agreements (applicable in place of FAR 52.225-5; use if the WTO GPA applies)	DEC 2017
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7028	Exclusionary Policies and Practices of Foreign Governments (applicable to FMS contracts)	APR 2003
252.225-7031	Secondary Arab Boycott of Israel	JUN 2005
252.225-7036	Buy American - Free Trade Agreements - Balance of Payments Program (applicable at or above $77,494, in place of FAR 52.225-3, or at or above $25K but <$202K and a Free Trade Agreement applies)	DEC 2017
252.225-7036 Alt I	Buy American - Free Trade Agreements - Balance of Payments Program - Alternate I (applicable at or above $25K but <$77,494)	DEC 2017
252.225-7041	Correspondence in English (applicable when contract performance will be wholly or in part in a foreign country)	JUN 1997
252.225-7048	Export Controlled Items	JUN 2013
252.225-7062	RESTRICTION ON ACQUISITION OF LARGE MEDIUM-SPEED DIESEL ENGINES	JUL 2023
252.227-7013	Rights in Technical Data - Non Commercial Items (applicable when the contractor will be required to deliver technical data pertaining to noncommercial items, or Commercial Items when the Govt. will have paid for any portion of the development costs)	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (applicable if the contract requires delivery of computer software or computer software documentation; include clauses 252.227-7016 and 252.227-7019)	FEB 2014
252.227-7016	Rights in Bid or Proposal Information (applicable if clause 252.227-7014 applies)	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (applicable if either clause 252.227-7013or 252.227-7014 applies; or is an SBIR Program award when clause 252.227-7018 applies)	JAN 2011
252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-SMALL BUSINESS INNOVATION RESEARCH SBIR PROGRAM	MAR 2023
252.227-7019	Validation of Asserted Restrictions - Computer Software (applicable if clause 252.227-7014 applies)	SEP 2016
252.227-7026	Deferred Delivery of Technical Data or Computer Software	APR 1988
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988

252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (applicable if the contract requires delivery of technical data to the Government)	JUN 1995
252.227-7030	Technical Data - Withholding of Payment (applicable if clause 252.227-7013 applies)	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data (applicable when 252.227-7013 is used; applicable when 252.227-7014 is used; applicable when the contract requires delivery of noncommercial computer software documentation)	SEP 2016
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7002	Progress Payments for Foreign Military Sales Acquisitions (applicable to contracts that contain FMS requirements and provide for progress payments)	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (applicable to all acquisitions)	JUN 2012
252.232-7010	Levies on Contract Payments (>MPT)	DEC 2006
252.235-7003	Frequency Authorization	MAR 2014
252.243-7001	Pricing of Contract Modifications (applicable to fixed-price type contracts)	DEC 1991
252.244-7001	Contractor Purchasing System Administration (applicable when the clause at FAR 52.244-2 is also used)	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration (applicable when the clause at FAR 52.245-1 is also used)	APR 2012
Class Deviation 2022-O0006	Class Deviation 2022-O0006 effective 17 November 2021. This deviation requires contractors to complete inventory disposal schedules in the Government Furnished Property (GFP) Module of the Procurement Integrated Enterprise Environment (PIEE), in lieu of the Defense Contract Management Agency (DCMA) Plant Clearance Automated Reutilization Screening System eTool software application. Inventory disposal schedules previously completed in the DCMA eTool will be processed to completion and will not be transferred into the GFP Module.	DEC 2017
252.246-7000	Material Inspection and Receiving Report	MAR 2008
252.246-7001	Warranty of Data (applicable if clause 252.227-7013 applies)	MAR 2014
252.246-7003	Notification of Potential Safety Issues (applicable to repairable or consumable parts that are critical safety items, and the repair or overhaul of these parts)	JUN 2013
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification of Transportation of Supplies by Sea [applicable if the contractor made a negative response to provision 252.247-7022 (see Section K)]	MAR 2000

I02 – FAR 52.213-4 – TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (AUG 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
  (1) The clauses listed below implement provisions of law or Executive order:
    (i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
    (ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
    (iii) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
    (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
    (v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
    (vi) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
    (vii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
    (viii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).
  (2) Listed below are additional clauses that apply:
    (i) 52.232-1, Payments (Apr 1984).
    (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).
(iv) 52.232-25, Prompt Payment (Jan 2017).
(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).
(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
(vii) 52.233-1, Disputes (May 2014).
(viii) 52.244-6, Subcontracts for Commercial Items (Aug 2018).
(ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
(1) The clauses listed below implement provisions of law or Executive order:
(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at $30,000 or more).
(ii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).
(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000 (May 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over $15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
(iv) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts of $150,000 or more).
(v) 52.222-36, Equal Employment for Workers with Disabilities (JUN 2020) (29 U.S.C. 793) (Applies to contracts over $15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
(vi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts of $150,000 or more).
(vii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67) (Applies to service contracts over $2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)
(viii)
(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).
(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).
(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (JAN 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia).
(x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United states (the 50 States and the District of Columbia.))
(xi) 52.213-4, Terms and Conditions – Simplified Acquisitions (Other than Commercial Items) (MAR 2023).
(xii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693) (Applies to contracts for products as prescribed at FAR 23.804(a)(1)).
(xiv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).
(xv) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—
(A) Delivered;
(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
(C) Furnished by the Contractor for use by the Government; or
(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).
(xvi) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).
(xvii) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities).
(xviii) 52.225-1, Buy American —Supplies (MAY 2020) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the

value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $25,000).

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792) (Applies to contracts greater than $25,000 that provide for the provision, the service, or the sale of food in the United States).

(xx) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (OCT 2018) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

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

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App.1241) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

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

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) (Applies to contracts when the contractor of a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (Applies to contracts over $35,000).

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

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

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

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

_____

_____

[Insert one or more Internet addresses]

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

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

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

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

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

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the

Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

I03 – DFARS 252.204-7012 – SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JAN 2023)

(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.

"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 attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"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 would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at http://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

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

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"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 covered defense information is recorded, stored, or printed within a covered contractor information system.

''Operationally critical support'' means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapidly report" means within 72 hours of discovery of any cyber incident.

"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—Noncommercial 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) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at http://dx.doi.org/10.6028/NIST.SP.800-171) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)

(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (https://www.fedramp.gov/resources/documents/) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at http://dibnet.dod.mil.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at http://dibnet.dod.mil.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see http://iase.disa.mil/pki/eca/Pages/index.aspx.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—
(1) To entities with missions that may be affected by such information;
(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
(3) To Government entities that conduct counterintelligence or law enforcement investigations;
(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall—
(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—
(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and
(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

I04 - FAR 52.219-3 – NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (c).

(b) Applicability. This clause applies only to—
(1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, HUBZone small business concerns;
(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns; and
(3) Orders set-aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.
(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.
(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—
(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
(3) General construction.
(i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees;
(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees or on a combination of the HUBZone prime contractor's employees and employees of HUBZone small business concern subcontractors; and
(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or
(4) Construction by special trade contractors.
(i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees;
(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees or on a combination of the HUBZone prime contractor's employees and employees of HUBZone small business concern subcontractors;
(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the HUBZone small business participants.

(f)
(1) When the total value of the contract exceed $25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.
(2) When the total value of the contract is equal to or less than $25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.
(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

I05 - FAR 36
- EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(a) Definitions. As used in this clause—

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran,' and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

ALTERNATE I - EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)
Notice: The following term(s) of this clause are waived for this contract: _____ [List term(s)].

I06 - FAR 52.222-36 – EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

ALTERNATE I- EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
Notice: The following term(s) of this clause are waived for this contract: _____ [List term(s)].

I07 - FAR 52.223-9 - ESTIMATE PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008)
(a) Definitions. As used in this clause—
"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—
(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and
(2) Submit this estimate to _____ [Contracting Officer complete in accordance with agency procedures].

ALTERNATE I- ESTIMATE PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008)
(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):
Certification

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

_____
[Signature of the Officer or Employee]

_____
[Typed Name of the Officer or Employee]

_____
[Title]

_____
[Name of Company, Firm, or Organization]

_____
[Date]

I08 - FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (JUN 2016)
(applicable when Supplies may contain or be manufactured with ozone depleting substances)
(a) Definitions. As used in this clause—
"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon Dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (http://www.epa.gov/snap/).

"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.

"Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as
(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
(2) Class II , including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall—
(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by—
(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
(ii) Contract number; and
(iii) Equipment/appliance;
(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after—
(i) Annually by November 30 of each year during contract performance; and
(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at http://www.epa.gov/snap) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at http://www.epa.gov/snap .

I09 - DFARS 252.225-7027 - RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (FMS) (APR 2003)
(applicable to FMS procurements only)
(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to—
(1) A bona fide employee of the Contractor; or
(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:
(1) For sales to the Government(s) of _____, contingent fees in any amount.
(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding $50,000 per foreign military sale case.

I10 – DFARS 252.225-7028 – EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)

The Contractor and its subcontractors shall not take into account the exclusionary policies or practices of any foreign government in employing or assigning personnel, if—

(a) The personnel will perform functions required by this contract, either in the United States or abroad; and
(b) The exclusionary policies or practices of the foreign government are based on race, religion, national origin, or sex.

I11 - DPAP 252.225-7994 - ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (CD 2015-O0013)(MAR 2015)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this contract are not—
    (1) Subject to extortion or corruption; or
    (2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over $100,000.

I12 - DFARS 252.232-7004 - DOD PROGRESS PAYMENT RATES (OCT 2014)

(if the contractor is a SB or SDB, use DFARS 252.232-7004 instead of FAR 52.232-16 with its Alternate I)
If the Contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), Limitations on Undefinitized Contract Actions) to 90 percent.

I13 - DFARS 252.244-7000 - SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2023)

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

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

ADD OR DELETE AS APPLICABLE

The documents listed below are physically included in this Agreement.

Attachment A – ITEMS TO BE REPAIRED AND/OR MODIFIED

Attachment B – PACKAGING INSTRUCTIONS *(Philadelphia buyer only)*

Attachment C – PRICING SHEETS

Attachment D – DD FORM 1423 CONTRACT DATA REQUIREMENTS LIST (CDRL), AS APPLICABLE

Attachment E – SECURITY REQUIREMENTS – (DD254), AS APPLICABLE

Attachment F – GOVERNMENT FURNISHED PROPERTY/SPECIAL TOOLING/SPECIAL TEST EQUIPMENT, AS APPLICABLE

Attachment G – REPAIR MANUALS AND FACILITIES

Attachment H – GOVERNMENT FURNISHED MATERIAL, AS APPLICABLE

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K01 - FAR 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
This Agreement 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 these addresses: See full list at the end of the Table of Contents.

CLAUSE NUMBER	CLAUSE TITLE	CLAUSE DATE
FAR 52.204-16	Commercial and Government Entity Reporting (applicable to solicitations/contracts that include 52.204-6 or 52.204-7)	AUG 2020
FAR 52.204-17	Ownership or Control of Offeror (applicable to all solicitations that include 52.204-16)	AUG 2020
FAR 52.204-18	Commercial and Government Entity Code Maintenance (applicable to all solicitations that include 52.204-16)	AUG 2020
FAR 52.209-20	Prohibition on Contracting with Inverted Domestic Corporations-Representations (applicable to all solicitations)	NOV 2015
FAR 52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representations and Certifications (applicable to all acquisitions)	JUN 2020
DFARS 252.203-7005	Representation Relating to Compensation of Former DoD Officials (applicable to all acquisitions; see also DFARS 252.203-7000 in Section I)	NOV 2011
DFARS 252.209-7002	Disclosure of Ownership or Control By a Foreign Government (applicable to all Solicitations)	DEC 2022
DFARS 252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	DEC 2006
DFARS 252.225-7037	EVALUATION OF OFFERS FOR AIR CIRCUIT BREAKERS	JUL 2023
DFARS 252.225-7038	RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS	JUL 2023

K02 - FAR 52.204-8 - ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2022)
(applicable to all solicitations, except for Commercial Items)
(a)
(1) The North American Industry Classification System (NAICS) code for this acquisition is __ 336413_____.
(2) The small business size standard is __1,250___.
(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) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

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

(v) 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.

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

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

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 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.

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

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 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.

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

(xiv) 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.

(xv) 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.

(xvi) 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.

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

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.

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

(xx) 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 $80,317, the provision with its Alternate II applies.
(D) If the acquisition value is $80,317 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

(xxiii) 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.

(xxiv) 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 representations or certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

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

___ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

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

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.
___ (B) Alternate I.
___ (viii) 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.

K03 - FAR 52.204-20 - PREDECESSOR OF OFFEROR (JUL 2016)

(a) Definitions. As used in this provision—
"Commercial and Government Entity (CAGE) code" means—
(1) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or
(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):
Predecessor CAGE code: _____ (or mark "Unknown").
Predecessor legal name: _____
(Do not use a "doing business as" name).

K04 - FAR 52.207-4 - ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987)

(applicable to all Solicitations for Supplies; NOT applicable to orders issued against a GSA Schedule)

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

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE	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.

K05 – FAR 52.209-11 - REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not 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 an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment 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 an 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; and
   (2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

K06 - DFARS 252.204-7007 - ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

(Applicable when FAR 52.204-8 is used)

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

(d)
   (1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:
      (i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.
      (ii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
      (iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.
      (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) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.
      (vii) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.
      (viii) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.
      (ix) 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.]

_X_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
_X_ (ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.
_X_ (iii) 252.225-7020, Trade Agreements Certificate.
_X_ Use with Alternate I.
_X_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.
_X_ (v) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.
_X_ Use with Alternate I.
_X_ Use with Alternate II.
_X_ Use with Alternate III.
_X_Use with Alternate IV.
_X_ Use with Alternate V.

(a) 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.

K07 - DFARS 252.204-7008 - COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (MAY 2021)
(applicable to all acquisitions)
(a) Definitions. As used in this provision—
"Controlled technical information," "covered contractor information system," "covered defense information," "cyber incident," "information system," and "technical information" are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2)—
(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see http://dx.doi.org/10.6028/NIST.SP.800-171) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.
(2)
(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—
(A) Why a particular security requirement is not applicable; or
(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.
(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

K08 - DFARS 252.217-7026 - IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)
(applicable to all Solicitations for Supplies when the acquisition is being conducted under Other Than Full and Open Competition)

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply Company	Address	Part No.	Actual Mfg?
(1)	(2)	(3)	(4)	(4)	(5)	(6)

(1) List each deliverable item of supply and item of technical data.
(2) If there is no national stock number, list "none."
(3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.
(4) For items of supply, list all sources. For technical data, list the source.
(5) For items of supply, list each source's part number for the item.
(6) Use "Y" if the source of supply is the actual manufacturer, "N" if it is not; and "U" if unknown.

K09 - DFARS 252.223-7001 - HAZARD WARNING LABELS (DEC 1991)
(applicable when FAR 52.223-3 is used)
(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 requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:
(1) Federal Insecticide, Fungicide and Rodenticide Act;
(2) Federal Food, Drug and Cosmetics Act;
(3) Consumer Product Safety Act;
(4) Federal Hazardous Substances Act; or
(5) Federal Alcohol Administration Act.

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

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

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

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

K10 - DFARS 252.225-7000 - BUY AMERICAN—BALANCE OF PAYMENTS PROGRAM CERTIFICATE—BASIC (NOV 2014)
(applicable in place of FAR 52.225-2; applicable when DFARS 252.225-7001 is used)
(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program—Basic clause of this solicitation.

(b) Evaluation. The Government—

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

(c) Certifications and identification of country of origin.
(1) For all line items subject to the Buy American and Balance of Payments Program—Basic clause of this solicitation, the offeror certifies that—
(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin

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

Line Item Number	Country of Origin

ALTERNATE I – BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014)
As prescribed in 225.1101(1) and (1)(ii), use the following provision, which adds "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" in paragraph (a), and replaces "qualifying country end products" in paragraphs (b)(2) and (c)(2) with "qualifying country end products or SC/CASA state end products":

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "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 and Balance of Payments Program—Alternate I 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 or SC/CASA state end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.
(1) For all line items subject to the Buy American and Balance of Payments Program—Alternate I clause of this solicitation, the offeror certifies that—
(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
(2) The offeror certifies that the following end products are qualifying country end products or SC/CASA state end products:

Line Item Number	Country of Origin

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

Line Item Number	Country of Origin

K11 - DFARS 252.225-7020 - TRADE AGREEMENTS CERTIFICATE—BASIC (NOV 2014)
(applicable in place of FAR 52.225-6; applicable when 252.225-21 is used)
(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" as used in this provision have the meanings given in the Trade Agreements—Basic clause of this

solicitation.

(b) Evaluation. The Government—
(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
(2) 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) Certification and identification of country of origin.
(1) For all line items subject to the Trade Agreements—Basic 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.
(i) The following supplies are other nondesignated country end products:

Line Item Number	Country of Origin

ALTERNATE I – TRADE AGREEMENTS CERTIFICATE (NOV 2014)
As prescribed in 225.1101(5) and (5)(ii), use the following provision,which uses different paragraphs (a), (b)(2), and (c) than the basic provision:
(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "U.S.-made end product," as used in this provision, have the meanings given in the Trade Agreements—Alternate I 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 consider only offers of end products that are U.S.-made, qualifying country, SC/CASA state, 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) Certification and identification of country of origin.
(1) For all line items subject to the Trade Agreement—Alternate I clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2)(ii) of this provision, is a U.S.-made, qualifying country, SC/CASA state, or designated country end product.
(2)
(i) The following supplies are SC/CASA state end products:

Line Item Number	Country of Origin

(ii) The following are other nondesignated country end products:

Line Item Number	Country of Origin

K12 - DFARS 252.225-7035 - BUY AMERICAN—FREE TRADE AGREEMENTS—BALANCE OF PAYMENTS PROGRAM CERTIFICATE—BASIC (NOV 2014)
(applicable in place of FAR 52.225-4; applicable when DFARS 252.225-7036 is used)
(a) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American—Free Trade Agreements—Balance of Payments

Program—Basic clause of this solicitation.

(b) Evaluation. The Government—
(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
(2) For line items subject to the Buy American—Free Trade Agreements—Balance of Payments Program—Basic clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.
(1) For all line items subject to the Buy American—Free Trade Agreements—Balance of Payments Program—Basic clause of this solicitation, the offeror certifies that—
(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
(2) The offeror shall identify all end products that are not domestic end products.
(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

Line Item Number	Country of Origin

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

Line Item Number	Country of Origin

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

Line Item Number	Country of Origin (if known)

ALTERNATE I – BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014)

As prescribed in 225.1101(9) and (9)(ii), use the following provision, which uses "Canadian end product" in paragraph (a), rather than 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; uses "Canadian end products" in paragraphs (b)(2) and (c)(2)(i), rather than "Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii) of the basic provision; and does not use "Australian or" in paragraph (c)(2)(i):

(a) Definitions. "Canadian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American—Free Trade Agreements—Balance of Payments Program—Alternate I clause of this solicitation.

(b) Evaluation. The Government—
(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and
(2) For line items subject to the Buy American—Free Trade Agreements—Balance of Payments Program—Alternate I clause of this solicitation, will evaluate offers of qualifying country end products or Canadian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.
(1) For all line items subject to the Buy American—Free Trade Agreements—Balance of Payments Program—Alternate I clause of this solicitation, the offeror certifies that—
(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
(2) The offeror shall identify all end products that are not domestic end products.
(i) The offeror certifies that the following supplies are qualifying country (except Canadian) 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

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

Line Item Number	Country of Origin (if known)

ALTERNATE II – BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014)

As prescribed in 225.1101(9) and (9)(iii), use the following provision, which adds "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" to paragraph (a), and uses different paragraphs (b)(2) and (c)(2)(i) 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," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American—Free Trade Agreements—Balance of Payments Program—Alternate II clause of this solicitation.

(b) Evaluation. The Government—

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

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

(c) Certifications and identification of country of origin.

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

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

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

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

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

Line Item Number	Country of Origin

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

Line Item Number	Country of Origin

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

Line Item Number	Country of Origin (if known)

ALTERNATE III – BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014)

As prescribed in 225.1101(9) and (9)(iv), use the following provision, which uses different paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) than the basic provision:

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

(b) Evaluation. The Government—
  (1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and
  (2) For line items subject to the Buy American—Free Trade Agreements—Balance of Payments Program—Alternate III clause of this solicitation, will evaluate offers of qualifying country end products, SC/CASA state end products, or Canadian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.
  (1) For all line items subject to the Buy American—Free Trade Agreements—Balance of Payments Program—Alternate III clause of this solicitation, the offeror certifies that—
    (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
    (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
  (2) The offeror shall identify all end products that are not domestic end products.
    (i) The offeror certifies that the following supplies are qualifying country (except Canadian) or SC/CASA state end products:

Line Item Number	Country of Origin

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

Line Item Number	Country of Origin

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

Line Item Number	Country of Origin (if known)

ALTERNATE IV – BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014)

As prescribed in 225.1101(9) and (9)(v), use the following provision, which adds "Korean end product" to paragraph (a) and uses "Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii), rather than "Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii) of the basic provision:

(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," and "United States," as used in this provision, have the meanings given in the Buy American—Free Trade Agreements—Balance of Payments Program—Alternate IV clause of this solicitation.

(b) Evaluation. The Government—
  (1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and
  (2) For line items subject to the Buy American—Free Trade Agreements—Balance of Payments Program—Alternate IV clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country 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 or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American—Free Trade Agreements—Balance of Payments Program—Alternate IV clause of this solicitation, the offeror certifies that—
  (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
  (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.
  (i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

Line Item Number	Country of Origin

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

Line Item Number	Country of Origin

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

Line Item Number	Country of Origin (if known)

ALTERNATE V – BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014)

As prescribed in 225.1101(9) and (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—Alternate V clause of this solicitation.

(b) Evaluation. The Government—
  (1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and
  (2) For line items subject to the Buy American—Free Trade Agreements—Balance of Payments Program—Alternate V clause of this solicitation, 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 statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.
  (1) For all line items subject to the Buy American—Free Trade Agreements—Balance of Payments Program—Alternate V clause of this solicitation, the offeror certifies that—
    (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
    (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
  (2) The offeror shall identify all end products that are not domestic end products.
    (i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) or SC/CASA state end products:

Line Item Number	Country of Origin

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

Line Item Number	Country of Origin

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

Line Item Number	Country of Origin (if known)

K13 - WSSTERMKZ01 - PRICING INFORMATION

(a) Under the requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining reasonableness of pricing. To assist in determining whether the prices quoted in your offer under subject solicitation are "fair and reasonable," the following information is requested:
  (1) A copy of the current catalog or established price list for the articles covered by the offer, or information where the established price may be found.
  (2) A statement that such catalog or established price list:
    (i) Is regularly maintained
    (ii) Is published or otherwise available for inspection by customers.
    (iii) 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 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 similar to the quantities required hereunder.

Date of Sale	Quantity of Quotation	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 as shown below:

(d) Date of Sale	Quantity of Quotation	Unit Price	Customer Contract No.	Customer

(e) 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.

(f) 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. **(06-05)**

K14 – DPAP 252.209-7994 - REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELIQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2014 APPROPRIATIONS (CD 2014-O0004)(OCT 2013)

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—
  (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
  (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—
(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

K15 – DPAP 252.209-7993 - REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELIQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2014 APPROPRIATIONS (CD 2014-O0009)(FEB 2014)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that—
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

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

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

L01 - FAR 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This Agreement 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 these addresses: See full list at the end of of the Table of Contents.

CLAUSE NUMBER	CLAUSE TITLE	CLAUSE DATE
FAR 52.204-7	System for Award Management	OCT 2016
FAR 52.214-34	Submission of Offers in the English Language (applicable to all Solicitations)	APR 1991
FAR 52.214-35	Submission of Offers in U.S. Curreny (applicable to all Solicitations)	APR 1991
FAR 52.215-1	Instructions to Offerors – Competitive Acquisitions (applicable to a competitive RFP when the Government intends to award without discussions)	JAN 2017
FAR 52.215-1 Alt I	Instructions to Offerors – Competitive Acquisitions-Alternate I (applicable when the Government intends to award after discussions with offerors in the Comeptitive Range)	OCT 1997
FAR 52.215-1 Alt II	Instructions to Offerors – Competitive Acquisitions – Alternate II (applicable when the Government would be willing to accept alternate proposals)	OCT 1997
FAR 52.215-5	Facsimile Proposals (The telephone number of receiving facsimile equipment is: 215-697-1227)	JUN 2019
FAR 52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort (applicable when FAR 52.215-23 is used)	OCT 2009
FAR 52.225-7	Waiver of Buy American Statue for Civil Aircraft and Relate Articles	FEB 2016
FAR 52.232-13	Notice of Progress Payments (applicable when a Progress Payments clause is used)	APR 1984
FAR 52.247-46	Shipping Point(s) Used in Evaluation of F.O.B.—Origin Offers (applicable to F.O.B Origin Solicitations when price evaluation for shipments from various shipping points is contemplated)	APR 1984

L02 – FAR 52.203-2 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)
(applicable in solicitations when a firm-fixed price contract is contemplated)
(a) The offeror certifies that –
  (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
    (i) Those prices;
    (ii) The intention to submit an offer; or
    (iii) The methods or factors used to calculate the prices offered.
  (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory –
  (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
  (2)
    (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
    (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
    (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

L03 - FAR 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-A1A] 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.

L04 - FAR 52.233-2 - SERVICE OF PROTEST (SEP 2006)
(applicable to Solicitations >SAT)
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer (identified on Page 1)
Building 1, Code N7 (identified on Page 1)
700 Robbins Avenue
Philadelphia, PA 19111-5098

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

L05 - WSSTERMLZ05 - REVIEW OF AGENCY PROTESTS
(applicable when FAR clause 52.233-2 and/or 52.233-3 are included).
In accordance with FAR Subpart 33.103(d)(4), interested parties may request an independent review of their protest at a level above the contracting officer**.** The request for an independent review may be made in lieu of a protest to the contracting officer, or as an appeal of a contracting officer decision on a protest. If an agency appellate review of the contracting officer's decision on a protest is requested, it will not extend GAO's timeliness requirements. 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 the Contracting Office (CCO). Interested parties requesting to have an independent review of a protest or to appeal a contracting officer protest decision shall address their correspondence to:

For solicitations or contracts issued by DODAAC N00104--

Independent Protest Review Official
NAVSUP WSS Code N7
Building 410, South End, Bay A30
5450 Carlisle Pike, PO Box 2020
Mechanicsburg, PA 17055-0788

For solicitations or contracts issued by DODAAC N00383--

Independent Protest Review Official
NAVSUP WSS Code N7
Building 1, Rm. 2209
700 Robbins Avenue
Philadelphia, PA 19111-5098 **(02-13)**

L06 - WSSTERMLZ06 - CONSIGNMENT INSTRUCTIONS
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. **(05-10)**