

N00383-11-P-F451

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

252.211-7005

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

(a) Definition.

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

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

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

~~NAVICPDAO1~~~~DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008) INCORPORATED BY REFERENCE (MAR 2010)~~~~DFARS 252.211-7003 is hereby incorporated by reference into this contract.~~~~Implementation of the Unique Item Identifier (UID) marking requirement of this clause will be accomplished via contract modification.~~~~Pricing and accounting for costs associated with UID will be consistent with applicable requirements. Requirements for valuation will be passed along to subcontractors.~~~~Costs associated with engineering or drawing updates or similar issues shall not be included or funded in NAVICP contracts. Contractor implementation of the UID marking requirement under this contract will begin following an OSD approval of the Program Office implementation plan that includes updated technical specifications detailing how the item is to be marked.~~~~At such time, the Contractor may be required to provide a plan outlining how this requirement will be implemented. For planning purposes, development of specific marking requirements will be based on MIL-STD-130M (or later, as in effect on the date of the contract award) criteria. As part of the plan, the contractor may be required to, for example, identify all parts with MIL-STD-130 identification plates, how parts with such plates will be marked and how items without such plates will be marked. Configuration management provisions of this contract apply to UID requirements.~~

**252.211-7006
RADIO FREQUENCY IDENTIFICATION (FEB 2007)**

~~Applies 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.~~

**NAVICPDAO6
ITEM MARKING REQUIREMENTS (JUN 2006)**

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

**NAVSUPWSSDAO7
PRESERVATION, PACKING AND MARKING (JUL 2011)**

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

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

b. **IMMEDIATE USE/INSTALLATION AND PART NUMBER BUY SHIPMENTS** - Government (PCO/ACO) approval is required for all items determined to be for immediate use (e.g. CASREP, AOG, or Repair line stoppage). 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 3951-98, "Standard Practice for Commercial Packaging", for all shipments to a continental United States (CONUS) government activity or contractor-owned facility. Marking shall be in accordance with MIL-STD-129P, "Military Marking for Shipment and Storage." All buys destined for overseas shipment shall be preserved in accordance with MIL-STD-2073-1D.

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

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NAVSUPWSSDAO7 (CONT)
PRESERVATION, PACKING AND MARKING (JUL 2011)

Domestic Shipments (CONUS): Minimal

Overseas Shipments (OCONUS)(including Navy Ships at sea):

Via air, FPO, APO Level B
 Via freight forwarder Level B
 Via surface Level A

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

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

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

b. RADIO FREQUENCY IDENTIFICATION (RFID) LABEL - RFID requirements in accordance with clause DFARS 252.211-7006.

c. DEPOT LEVEL REPAIRABLE (DLR) LABELS

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

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

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

- a. Click on "Keyword Search"
- b. Under "Search Criteria", type in "DLR"

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

e. SPECIAL MATERIAL IDENTIFICATION COE (SMIC)(UNIQUE TO NAVSUP WEAPON SYSTEMS SUPPORT, MECHANICSBURG SITE, MARITIME REQUIREMENTS)

1. Certain Program-related items are identified by a two-position SMIC, which appears as a suffix to the NSN (eg. 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 shipping (size permitting)	RED	Unit, intermediate and
C1*	LEVEL 1	GREEN	Intermediate and Shipping

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NAVSUPWSSDAO7 (CONT)
PRESERVATION, PACKING AND MARKING (JUL 2011)

CP/VG*	CLEAN 02-N2 SPECIAL CLEAN 02-N2	GREEN	Intermediate and Shipping
D0/D6/D8*	DSS-SOC SPECIAL CLEAN 02/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	LEVEL 1	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. UNITED NATIONS (UN), INTERNATIONAL PLANT PROTECTION COMMISSION (IPPC) RESTRICTIONS REGARDING WOOD PACKAGING MATERIAL (WPM)

In accordance with the requirements of International Standards for Phytosanitary Measures (ISPM) 15 "Guidelines for Regulating Wood Packaging Material in International Trade," approved by the Interim Commission on Phytosanitary Measures of the IPPC Convention on 14 Mar 2002 <https://www.ippc.int/> and imposed by the United Nations(UN), and in accordance with DoD Manual 4140.01.65 "Compliance for Defense Packaging: Phytosanitary Requirements for Wood Packaging Material (WPM)," the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frames, and cleats. Packaging materials exempt from the requirements are materials that have undergone a manufacturing process such as corrugated fiberboard, plywood, particleboard, veneer and oriented strand board. All WPM shall be constructed from Heat treated (HT to 56 degrees Centigrade for 30 minutes) lumber and strand board. All WPM shall be constructed from Heat treated veneer and oriented strand board. All WPM shall be certified by an accredited agency recognized by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (<http://www.alsc.org>). All materials must include certification markings in accordance with ALSC standards and be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry, possibly causing unacceptable delay in delivery of needed parts.

5. NAVY SHELF LIFE PROGRAM

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

6. REUSABLE NSN CONTAINERS

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

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

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

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NAVSUPWSSDAO7 (CONT)
PRESERVATION, PACKING AND MARKING (JUL 2011)

ALTERNATE PACKAGING REQUIREMENTS FOR
ITEMS ASSIGNED THE FOLLOWING CONTAINERS:

Container NIIN	Container Part Number (80132)	Alternate Packaging Code IAW MIL-STD-2073-1D
00-260-9548	P069-2	GX100001LTBEC
00-260-9556	P069-1	(QUP = 001)
00-260-9559	P069-3	(ICQ = 00)
00-260-9562	P069-4	
01-012-4088	P069-6	
01-014-0440	P069-5	
01-164-4073	P069-7	
01-262-2982	15450-100	DW100K3GHFED
01-262-2983	15450-200	(QUP = 001)
01-262-2984	15450-300	
(ICQ = 000)		
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-into 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.

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

8. MATERIAL SAFETY DATA SHEETS

If the subject solicitation contains 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 Weapon Systems Support Contracting Officer prior to award. A copy must also be provided to NAVSUP Weapon Systems Support, Code 0772, P.O. Box 2020, 5450 Carlisle Pike, Mechanicsburg, PA 17055-0788 or via FAX number 717-605-3480.

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE

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

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

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

NAVICPEAO5
INSPECTION AND ACCEPTANCE OF SUPPLIES (MAY 2010)

<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:

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NAVICPEAO5 (CONT)

INSPECTION AND ACCEPTANCE OF SUPPLIES (MAY 2010)

- < > 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.

NAVICPEA11

HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT - AWARD (OCT 2008)

(a) In accordance with FAR 52.246-11, the contractor shall comply with the following higher-level Quality System:
<MIL-I-45208>

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

(c) Measuring and Test Equipment - The contractor shall use a calibration system that meets the requirements of MIL-STD-45662A, ANSI/NCSS-2540.3-2006, or ISO 10012-1. Contractor use of a calibration system other than one specified herein will require Navy review and concurrence.

PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE

52.211-17
DELIVERY OF EXCESS QUANTITIES (SEP 1989)

NAVICPFA03
TRANSPORTATION ASSISTANCE (MAY 2010)

To obtain transportation assistance for an upcoming shipment, contractors are to follow the appropriate directions listed below, based on the terms and conditions of the specific contract.

1. For all contracts administered by a Defense Contract Management Agency (DCMA) office (as shown on Page 1 of the contract, or in a subsequent modification), contractors are to contact the Transportation Office at that DCMA.

If the DCMA Transportation Office is unable to provide assistance, contractors may contact NAVICP Code 0344.03 at (215) 697-2715.

2. For Fast Payment FOB Origin contracts administered by the NAVICP Mechanicsburg contracting officer (as shown on Page 1 of the contract, or in a subsequent modification), the contractor must first electronically submit a Ready-to-Ship notice to the Naval Operational Logistics Support Center (NOLSC) through their website <https://www.navsup.navy.mil/site/rts/>. Contractors with questions or problems may contact the NOLSC Shipment Processing Office via email address: nolsc_sts@navy.mil (preferred method). In an emergency, contractors may contact them at (757) 443-5449.

For this type of contract, additional information can be found in the clause NAVICPFA20 entitled "NOLSC-SP WEB-BASED CONTRACTOR SHIPMENT REQUEST PROCEDURES -- FOB ORIGIN FAST PAY."

3. For FOB Destination contracts, consignment address information is available electronically at the DoD Activity Address Codes (DODAAC) website: <https://www.daas.dla.mil/daasingq/dodaac.asp?cu=d>.

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NAVICPFA03 (CONT)
TRANSPORTATION ASSISTANCE (MAY 2010)

For this type of contract, additional information can be found in the clause NAVICPLA19 entitled "CONSIGNMENT INSTRUCTIONS."

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

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

52.247-31
F.O.B. ORIGIN, FREIGHT ALLOWED (FEB 2006)

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

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

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

PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

ACRN	GN/GRNT	BGN/END	SYMBL	SBHD	OBJ	BCN	SA	AAA	TT	PAA	COST-CODE	AMOUNT	TAC
AA	97 00	XX XX	4930	NC1A	000	34004	0	050120	7R	000000	1PPG000000000	\$9,548.00	N909

PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS

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

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

52.204-7
CENTRAL CONTRACTOR REGISTRATION (APRIL 2008)

52.222-26
EQUAL OPPORTUNITY (MAR 2007)

If checked, the alternate below applies:
(< >) Alternate I (Feb 1999). (Use if the contract is exempt from one or more of the requirements of E.O. 11246).

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

252.225-7016
RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAR 2006)

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252.225-7016 (CONT)**RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAR 2006)**

Alternate I (APR 2003) applies to simplified acquisition procedures.

252.225-7021**TRADE AGREEMENTS (JUL 2009)****252.204-7004****ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEPT 2007)****52.213-4****TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(OCT 2010)**

(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) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- (v) 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).

- (vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109) (31 U.S.C. 6101 note).
- (ii) 52.232-1, Payments (Apr 1984).
- (iii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iv) 52.232-11, Extras (Apr 1984).
- (v) 52.232-25, Prompt Payment (Oct 2008).
- (vi) 52.233-1, Disputes (July 2002).
- (vii) 52.244-6, Subcontracts for Commercial Items (Oct 2010).
- (viii) 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) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jul; 2010) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (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.)
- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act 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 lands.)
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (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.)

(ix) 52.225-1, Buy American Act-Supplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its

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52.213-4 (CONT)**TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(OCT 2010)**

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.)

(x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 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) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006) (Applies to contracts over \$30,000).

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

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110 247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(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):

FAR Clauses (GSA website): <http://www.gsa.gov/far>

DFARS Clauses (DPAP website): <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

FAR & DFARS (Hill AFB website): <http://farsite.hill.af.mil/VFFARa.htm>

(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

(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 assurance of future performance. In the event of

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52.213-4 (CONT)**TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(OCT 2010)**

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

252.232-7003**ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)****252.225-7001****BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JAN 2009)****252.232-7010****LEVIES ON CONTRACT PAYMENTS (DEC 2008)****52.219-28****POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)**

(a) Definitions. As used in this clause-

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

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

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

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts-
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option hereafter.

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required

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52.219-28 (CONT)**POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)**

by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application (ORCA) and its data in the Central Contractor Registration, as necessary, to ensure they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

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

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

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

52.204-10**REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)**

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

The reporting of first-tier subcontracts of \$25,000 or more will be phased in as follows:

Until September 30, 2010 -- Contractors must report any newly awarded subcontract if the prime contract award amount was \$20M or more.

From October 1, 2010 until February 28, 2011 -- Contractors must report any newly awarded subcontract if the prime contract award amount was \$550,00 or more.

Starting March 1, 2011 -- Contractors must report any newly awarded subcontract if the prime contract award amount was \$25,000 or more.

NOTE: These "phase-in" dates reflect the dates on which a prime contractor makes a first-tier subcontract award of \$25,000 or more. They do not reflect the effective award date of the actual Government-issued prime contract.

NAVICPIA19**CONFIGURATION MANAGEMENT FOR SIMPLIFIED ACQUISITION (DEC 2004)**

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

(b) The Contractor shall not manufacture any item for acceptance by the Government that incorporates a known

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NAVICPIA19 (CONT)
CONFIGURATION MANAGEMENT FOR SIMPLIFIED ACQUISITION (DEC 2004)

departure from technical or contractual requirements unless a request for a deviation has been approved. Authorized deviations are a temporary departure from the requirements only and do not authorize a change to the item's configuration baseline. Any deviation, major or minor, must be approved by the PCO prior to acceptance.

NAVICPIA20
WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE - SAP (AUG 2006)

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

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

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

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for one year from the date of delivery--

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

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

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

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

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 days after discovery of the defect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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NAVICPIA20 (CONT)

WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE - SAP (AUG 2006)

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

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

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

52.222-20

WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010)

52.211-5

MATERIAL REQUIREMENTS (AUG 2000)

252.204-7003

CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

52.225-13

RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

252.246-7000

MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

52.232-25

PROMPT PAYMENT (OCT 2008)

52.223-18

CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)

52.211-15

DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APRIL 2008)

52.244-6

SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2010)

52.209-6

PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEPT 2006)

252.225-7013

DUTY-FREE ENTRY (DEC 2009)

52.222-50

COMBATING TRAFFICKING IN PERSONS (FEB 2009)

52.243-1

CHANGES--FIXED-PRICE (AUG 1987)

52.249-1

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICED)(SHORT FORM) (APR 1984)

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52.227-9
REFUND OF ROYALTIES (APR 1984)

52.233-3
PROTEST AFTER AWARD (AUG 1996)

52.222-19
CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (AUG 2009)

52.204-9
PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

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

52.204-2
SECURITY REQUIREMENTS (AUG 1996)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

252.223-7001
HAZARD WARNING LABELS (DEC 1991)

- (a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard required that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:
- (1) Federal Insecticide, Fungicide and Rodenticide Act;
 - (2) Federal Food, Drug and Cosmetics Act;
 - (3) Consumer Product Safety Act;
 - (4) Federal Hazardous Substances Act; or
 - (5) Federal Alcohol Administration Act.
- (c) The 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).

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

252.246-7003
NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007)

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

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

NAVICPLA19
CONSIGNMENT INSTRUCTIONS (MAY 2010)

Consignment Addresses are readily available electronically at the DoD Activity Address Codes (DODAAC) website <https://www.daas.dla.mil/daasinq/dodaac.asp?cu=d>

Contractors are to enter a specific DODAAC Code (i.e. N63126), then select "Scan Query."

Three addresses will appear:
TAC1=Mailing Address TAC2=Shipping Address TAC3=Billing Address

The TAC2 Shipping Address should always be used.
If it is missing for whatever reason, the contractor is authorized to use the TAC1 Mailing Address.

For Mobile Units and Ships, call the Naval Operational Logistics Support Center (NOLSC) Fleet Locator at: Commercial 757-443-5434 or DSN 646-5434