

SPRPA1-13-C-X030

VSUPWSSEA05 (CONT)
SPECTION AND ACCEPTANCE OF SUPPLIES (MAY 2010)

34 Glenoaks Blvd
 n Valley, CA 91352-0697

ge:9A289> by the Packaging Site CAO <DCMA Los Angeles
 C:S0512A>

< > Destination.

> 3. Inspection and Acceptance of Supplies will be performed by the consignee at Destination.

VSUPWSSEA11
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:
 <ISO 9001>

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

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

PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE

NAVSUPWSSFA03
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 NAVSUP WSS Code 0344.03 at (215) 697-2715.

2. For Fast Payment FOB Origin contracts administered by the NAVSUP WSS 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/rtss/>. 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 NAVSUPWSSFA20 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/daasinq/dodaac.asp?cu=d>.

For this type of contract, additional information can be found in the clause NAVSUPWSSLA19 entitled "CONSIGNMENT INSTRUCTIONS."

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**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	85004	0	050120	7R	000000	7PPW00000000	\$148,843.00	N932

ACRN	AB	97-11X824228780007478200659162DPKUA54217760090S8F	AMOUNT	TAC
			\$27,932.00	

NAVSUPWSSQA13

**ONE NAVSUP" INITIATIVE - NAME CHANGE FROM NAVICP TO NAVSUP WEAPON SYSTEMS SUPPO
RT (NAVSUP WSS) (JUN 2011)**

NOTE: This clause is not applicable to procurement documents issued by either of the following
Defense Logistics Agency (DLA) Detachments:
(SPRMM1) DLA Mechanicsburg (Maritime), 5460 Carlisle Pike, Mechanicsburg, PA 17055-0788
(SPRPA1) DLA Philadelphia (Aviation), 700 Robbins Avenue, Philadelphia, PA 19111-5098

On 01 July 2011, a Naval Supply Systems Command (NAVSUP) initiative goes into effect changing the names of all activities within the NAVSUP Enterprise to provide a clear understanding of NAVSUP's mission in Navy's Global Logistics Support Network, and to present itself as a single, collaborative organization. Each activity will execute its mission as a node of this network. To comply with this initiative, the following name change will be effective on that date:

FROM:

(N00104) Naval Inventory Control Point (NAVICP) Mechanicsburg
5460 Carlisle Pike
Mechanicsburg, PA 17055-0788

(N00383) Naval Inventory Control Point (NAVICP) Philadelphia
700 Robbins Avenue
Philadelphia, PA 19111-5098

TO:

(N00104) NAVSUP Weapon Systems Support (NAVSUP WSS), Mechanicsburg Site
5460 Carlisle Pike
Mechanicsburg, PA 17055-0788

(N00383) NAVSUP Weapon Systems Support (NAVSUP WSS), Philadelphia Site
700 Robbins Avenue
Philadelphia, PA 19111-5098

few contract awards and modifications issued on and after 01 July 2011 will contain the new activity name NAVSUP Weapon Systems Support (NAVSUP WSS). Existing contracts issued prior to 01 July 2011 will contain the old activity name Naval Inventory Control Point (NAVICP), and will only be modified to change the activity name as part of a future contract modification issued for an unrelated reason.

**PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

52.204-7005

RAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

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PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

2.228-7001
UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NAT
E HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)

2.204-7
CENTRAL CONTRACTOR REGISTRATION (AUG 2012)

2.225-7002
QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)

2.222-28
QUAL 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.
12463).

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

252.225-7018
RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)

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

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

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

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

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

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts,
except those for --
(1) Commercial items; or
(2) Items that do not contain ball or roller bearings.

252.225-7021
TRADE AGREEMENTS (JUL 2009)

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

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

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

(a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 808.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1988.

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

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

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

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

- (1) It is performed on Indian lands or in joint venture with an Indian tribe or tribally-owned corporation, and
- (2) It meets the requirements of 10 U.S.C. 2323a.

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

(e) A mentor firm, under the Pilot Mentor-Protegé Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—

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

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

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer (ACO) of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

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

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

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

- (A) Department of the Army
- (B) Department of the Navy
- (C) Department of the Air Force
- (D) Defense Advance Research Projects Agency
- (E) Defense Contract Management Agency
- (F) Defense Commissary Agency
- (G) Defense Finance and Accounting Service

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2.219-7003D (CONT)
ALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)(DEVIATION)

- (H) Defense Information System Agency
- (I) Defense Logistics Agency
- (J) Defense Media Center
- (K) Defense Micro Electronics Activity
- (L) Department of Defense Education Activity
- (M) Defense Security Cooperation Agency
- (N) Defense Security Service
- (O) Defense Threat Reduction Agency
- (P) Missile Defense Agency
- (Q) Tricare Management Agency
- (R) United States Special Operations Command
- (S) United States Transportation Command
- (T) Uniformed Services University of the Health Sciences
- (U) Washington Headquarters Service

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

- (i) The authority to acknowledge or reject the ISR resides with the ACO or the Contracting Officer who receives it, as described in paragraph (h)(1)(i) of this clause.
- (ii) The Authority to acknowledge or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractor's individual subcontracting plans.
- (iii) The Authority to acknowledge or reject SSRs for the construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.
- (iv) The authority to acknowledge or reject the Year-End Supplementary Report for Small Disadvantaged businesses resides with the Component SSR Coordinator who acknowledges or rejects the SSR.
- (v) If the Contractor submits the Small Disadvantaged Business Participation report using eSRS, the authority to acknowledge or reject this report in eSRS resides with the contracting officer who acknowledges or rejects the ISR.

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

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

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

252.225-7038
BUY AMERICAN ACT--FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM (DEC 2010)

The basic clause at 252.225-7038 applies when the estimated value equals or exceeds \$70,079.
 The clause with its Alternate I (JUL 2009) applies when the estimated value equals or exceeds \$25,000 but is less than \$70,079.

252.232-7003
ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

52.203-8
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2008)

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

252.225-7001
BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JAN 2009)

252.232-7010
LEVIES ON CONTRACT PAYMENTS (DEC 2008)

252.225-7012
PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2010)

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

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52.248-17

WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)

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

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

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

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for (365 days) (Contracting Office shall state specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time --

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

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

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

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

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

(c) Remedies available to the Government.

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

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2.248-17 (CONT)

WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)

f the Contractor —

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

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

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

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

Alternate I (Reserved)

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

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

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

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

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

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

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

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

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

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

basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required 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 authorized signer's name and title)

52.219-9**SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2010)**

(< >) Alternate I (OCT 2001) applies when contracting by sealed bidding.

(< >) Alternate II (OCT 2001) applies when contracting by negotiation (subcontracting plans are required with initial proposals).

(< >) Alternate III (OCT 2010) applies if a contract award/modification is issued, but a Contract Action Report (CAR) will NOT be entered into the Federal Procurement Data System (FPDS) because disclosure would compromise national security.

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2.219-9 (CONT)**ALL BUSINESS SUBCONTRACTING PLAN (OCT 2010)**

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

OFE: If the contractor has an approved Commercial Subcontracting Plan, submission of "Individual Contracting Reports" (ICR) is not required. The authority to acknowledge or reject "Summary Subcontracting Reports" (SSR) for a Commercial Subcontracting Plan resides with the Contracting Officer who approved the commercial plan itself, not the Contracting Officer who signed the individual contract. The contractor must enter into eSRS the email address of the Contracting Officer who approved the Commercial Subcontracting Plan as the Contracting Official for all contracts covered by this plan, no matter which Government activity issued the contract.

2.222-99**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION IN 2010-00013)(JUN 2010)**

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

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

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

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

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

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

(3) Downloaded from the Office of Labor-Management Standards web site at www.dol.gov/olms/regs/compliance/EO13496; or

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

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

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

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

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

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

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

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

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52.233-4

APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

52.204-10

REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)

(a) Definitions. As used in this clause:

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

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

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

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

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2008 (Pub. L. No. 109-282), as amended by section 8202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

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

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the Central Contractor Registration (CCR) database (FAR clause 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if-

- (i) In the Contractor's preceding fiscal year, the Contractor received
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 8104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

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

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

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2.204-10 (CONT)

REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)

- (i) Name of the subcontractor.
 - (iii) Amount of the subcontract award.
 - (iv) Date of the subcontract award.
 - (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
 - (vi) Subcontract number (the subcontract number assigned by the Contractor).
 - (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
 - (viii) Subcontractor's primary performance location including street address, city state, and country. Also include the nine-digit zip code and congressional district.
 - (ix) The prime contract number, and order number if applicable.
 - (x) Awarding agency name and code.
 - (xi) Funding agency name and code.
 - (xii) Government contracting office code.
 - (xiii) Treasury account symbol (TAS) as reported in FPDS.
 - (xiv) The applicable North American Industry Classification System code (NAICS).
- (3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <https://www.fsr.gov>, if-
- (1) In the subcontractor's preceding fiscal year, the subcontractor received-
 - (A) 80 percent of more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance; and
 - (1) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 8104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

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

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

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

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

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

252.205-7000

PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

NAVSUPWSSIA18

CONFIGURATION MANAGEMENT (OCT 2004)

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

(b) Definitions

(1) Critical Application Item (CAI) - CAI is defined as an item that is essential to weapon system performance or operation, or the preservation of life or safety of operational personnel, as determined by the

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NAVSUPWSSIA18 (CONT)
CONFIGURATION MANAGEMENT (OCT 2004)

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:

- (1) 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 training, training, biomedical factors or human engineering design.
- (11) 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-849, 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.

(1) 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.

(11) 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

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**AVSUPWSSIA18 (CONT)
CONFIGURATION MANAGEMENT (OCT 2004)**

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-849, National Consensus Standard for Configuration Management.

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

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

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

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

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

**252.225-7015
RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUNE 2005)**

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

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

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

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

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

**52.203-7
ANTI-KICKBACK PROCEDURES (OCT 2010)**

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52.232-33
PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
(OCT 2003)

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

52.249-2
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

252.248-7000
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)

52.244-8
SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

52.209-8
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBAR
RED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

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

252.225-7013
DUTY-FREE ENTRY (DEC 2009)

52.232-1
PAYMENTS (APR 1984)

252.225-7009
RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN
2011)

52.232-17
INTEREST (OCT 2008)

52.222-50
COMBATING TRAFFICKING IN PERSONS (FEB 2009)

52.253-1
COMPUTER GENERATED FORMS (JAN 1991)

52.227-1
AUTHORIZATION AND CONSENT (DEC 2007)

52.227-9
REFUND OF ROYALTIES (APR 1984)

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52.232-23
ASSIGNMENT OF CLAIMS (JAN 1988)

52.233-3
PROTEST AFTER AWARD (AUG 1996)

52.247-83
PREFERENCE FOR U.S.-FLAG AIR CARRIES (JUN 2003)

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)

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

52.222-54
EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

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

252.209-7004
SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A
TERRORIST COUNTRY (DEC 2006)

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

(a) Definitions. "Commercial derivative military article," "commercially available off-the-shelf item," "produce," "required form," and "specialty metal," as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

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

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, AND IF THE GOVERNMENT APPROVES THE DESIGNATION OF THE LISTED ITEM(S) AS COMMERCIAL DERIVATIVE MILITARY ARTICLES, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial

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

article, that is not less than the Contractor's good faith estimate of the greater of-

- (1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or
- (2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

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

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

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

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

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

(c) The 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).

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION L****INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS****252.248-7003****NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007)****VAVSUPWSSLA19****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. N83128), then select "Scan Query."

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NAVSUPWSSLA19 (CONT)
CONSIGNMENT INSTRUCTIONS (MAY 2010)

Three addresses will appear:

TAC1=Mailing Address TAC2=Shipping Address TAC3=Billing Address

The TAC2 Shipping Address should always be used.

If it is missing for whatever reason, the contractor is authorized to use the TAC1 Mailing Address.

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

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CONSIGNMENT INSTRUCTIONS

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

DKU00E Receiving Officer,

SW3122 Receiving Officer,

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

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DISTRIBUTION

EXTERNAL

(S0512A) (HQ0339)
(E) DCMA LOS ANGELES (E) DFAS - COLUMBUS CENTER

1 (N05918)
NAVSUP WSS PHIL FMS (MPN)

(M) DLA DISTRIBUTION JACKSONVILLE
MILSTRIP

1 (81982)
(P) HYDRO-AIRE INC
ATTN: ALEXIS AVINA

INTERNAL:

1 0313.03

1 FILE COPY