

SPRPA1-15-P-V073

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

**52.212-1
INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2014)**

**NAVSUPWSSBA02
COMMERCIAL ITEM PROCUREMENT NOTICE - AWARD (FEB 2002)**

The NAVSUP WSS has been granted a class deviation (CL-00-203) that permits us to use the award forms currently available in our automated procurement system instead of the SF 1449 when conducting procurements for commercial items. This procurement is being conducted in accordance with FAR Part 12, Acquisition of Commercial Items.

Information appearing on the face of the DD Form 1155 or SF 26 that conflicts with clauses or provisions contained elsewhere in this solicitation shall be disregarded.

**ACCEPTANCE OF MATERIAL:
Acceptance shall occur:**

- (< >) By DCMA at the contractor's facility based on an executed Certificate of Conformance.
- (< >) By the consignee at Destination.
- (< >) Fast Pay procedures apply. (Class deviation CN-99-901 permits Fast Pay Procedures to be used up to \$100,000.00.)
- (< >) By DCMA at the contractor's facility.

**TAILORING OF CLAUSES:
The following clauses have been tailored.**

52.212-4, Contract Terms and Conditions--Commercial Items

**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.dcmamil/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

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

Defense acceptance of the SPI process.

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

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard:

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

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror:

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

PART I - THE SCHEDULE
 SECTION D
 PACKAGING AND MARKING

252.211-7003
 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

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

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

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

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

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that

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ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

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

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

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency. "Government's unit acquisition cost" means--

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

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/ Commercial and Government Entity (CAGE) Code or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

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

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

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

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

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

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

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

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

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

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ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

ensuring unique serialization within the enterprise identifier.

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

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

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

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

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

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more except for the following line items:
Contract Line, Subline, or
Exhibit Line Item Number Item Description

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

Exhibit Line Item Number	Item Description
< >	< >
< >	< >
< >	< >
< >	< >

than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, Or Exhibit Line Item Number	Item Description
< >	< >
< >	< >
< >	< >
< >	< >

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

items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number < >

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

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

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

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

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

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

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

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ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

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

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

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

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent; (e.g. Vehicle Identification Number);

and

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

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

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

(ii) The issuing agency code-

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

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

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

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

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause, or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used)**

(6) Original part number.** (if there is serialization within the original part number).**

(7) Lot or batch number. (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used)**

(11) Description.

** Once per item.

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**252.211-7003 (CONT)
ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)**

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area Work Flow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods-

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number < > , Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

**252.211-7006
PASSIVE RADIO FREQUENCY IDENTIFICATION (SEP 2011)**

This clause is incorporated by reference with the same force and effect as if it were given in full text. The clause is applicable to individual cases and palletized unit loads for the shipment of items in the supply classes and to the locations identified in DFARS 211.275-2.

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

**NAVSUPWSSDAO6
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, PACKAGING, PACKING AND MARKING (JUL 2014)**

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

1. PRESERVATION REQUIREMENTS

a. SYSTEM STOCK SHIPMENTS - The contractor shall preserve all items intended to enter the military distribution system (stock) in accordance with the MIL-STD-2073-1E, "Standard Practice for Military Packaging", Packaging Requirements Code specified in the Schedule. When a Specialized Preservation Code/Method of Preservation (MOP) (Table J-1a) is specified, and one or more of the following packaging fields (WM, CUD, CT, UC) value is a 00 (numeric), the Specialized Preservation/MOP procedure and materials takes precedence. Disregard "HM" and "LP" fields and replace "SPMK 99" with "00" (numeric). Contractor can access <https://tarp.navisisa.navy.mil> for code interpretation.

1) Contractor shall use material produced by a Qualified Products List (QPL) manufacturer if the required packaging material has a QPL. Barrier materials that have QPLs are MIL-PRF-131, Classes 1 and 3, MIL-PRF-81706D, Type 1 and MIL-PRF-22191. These items can be identified by the following packaging field values: PM = "31", "32", "33", "41", "42", "43", "44", "45", "51", "52", "53", "54", "55", "AW", "BD", "DW", "GX"; or UC = "B2", "B3", "B9", "BL", "BS" or "SD". Sources for QPL material can be obtained by contacting 215-697-5842.

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

c. GOVERNMENT-OWNED MATERIAL - In the event that the Performance Based Logistics (PBL) contract expires and there is no follow-on PBL contract, or the contract is terminated or completed and Government-owned material is to

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NAVSUPWSSDA07 (CONT)
 PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 2014)

be returned to the supply system, the contractor shall preserve and package this material in accordance with the requirements of paragraph 1 a.

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

Domestic Shipments (CONUS) Level B

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

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

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

- a. ADDITIONAL MARKING FOR SPARES ONLY - Each MIL-STD-129R label shall also include the following:
- 1) Supplementary Procurement Instrument Identification Number (SPIIN) - the 4-digit order number that follows the basic BOA or long-term contract number (e.g. 0001, A001, 5001, 7001, etc.),
 - 2) Contract Line Item Number (CLIN) - the 4-digit individual line item number (e.g. 0001, 0002, etc), and
 - 3) SubCLIN - the 6-digit sub line item number (e.g. 0001AA, 0001AB, 0002AA, 0002AB, etc).

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

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

d. DEPOT LEVEL REPAIRABLE (DLR) LABELS

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

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

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

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

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

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 PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 2014)

Labels may also be obtained by faxing a copy of the contract page containing the DLR label to 215-697-2424.

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

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

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

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

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

5. WOOD PACKAGING MATERIAL (WPM)

In accordance with the latest version of DoD Manual 4140.65-M "Compliance for Defense Packaging: Phytosanitary Requirements for Wood Packaging Material (WPM)," assets packed in or on wood pallets, skids, load boards, pallet collars, wood boxes, reels, dunnage, crates, frames, and cleats must comply with the Heat Treatment (HT) or Heat Treatment/Kiln Dried (HT/KD) (continuous at 56 degrees Centigrade for 30 minutes) standard. The WPM must be stamped or branded with the appropriate certification markings as detailed in DoD 4140.65-M and be certified by an accredited American Lumber Standards Committee (ALSC)-recognized agency. The WPM certification markings must be easily visible, especially in pallet loads, to inspectors.

6. NAVY SHELF LIFE PROGRAM

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

7. REUSABLE NSN CONTAINERS

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

a. REUSABLE CONTAINERS FOR NAVSUP WEAPON SYSTEMS SUPPORT, MECHANICSBURG Site, MARITIME REQUIREMENTS

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NAVSUPWSSDA07 (CONT)

PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 2014)

Reusable NSN containers for MARITIME (designated by a Cognizant Code of "7E", "7G" and "7H") shall be provided as CONTRACTOR-FURNISHED MATERIAL (CFM). Container sources may be obtained by contacting 215-697-5842.

b. REUSABLE CONTAINERS FOR NAVSUP WEAPON SYSTEMS SUPPORT, PHILADELPHIA SITE, AVIATION REQUIREMENTS
 Reusable NSN containers (excluding wood and fiberboard) for AVIATION material (designated by a Cognizant Code of "7R", "6K" or "0R") shall be provided as GOVERNMENT-FURNISHED MATERIAL (GFM). Fast Pack containers WILL NOT be provided as GFM are not provided by NAVICP. To obtain GFM reusable containers, the contractor must first obtain a Container Request Form either from <https://tarp.navsisa.navy.mil/container> or by contacting 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.

ALTERNATE PACKAGING REQUIREMENTS FOR
 ITEMS ASSIGNED THE FOLLOWING CONTAINERS:

Container NIIN	Container Part Number (80132)	Alternate Packaging Code IAW MIL-STD-2073-1E
00-260-9548	P069-2	GX10000LTBEC
00-260-9556	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 + 001)
01-262-2985	15450-400	
01-262-2986	15450-500	
01-262-2987	15450-600	
01-262-2988	15450-700	DW100K3GHFDR
		(QUP = 001)
		(ICQ = 000)

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

8. REUSABLE NSN CONTAINERS FOR FOREIGN MILITARY SALES (FMS); JPO, AND OTHER FOREIGN FORCES ACQUISITION

a. Reusable shipping and storage containers shall be provided as CONTRACTOR-FURNISHED MATERIAL (CFM), unless otherwise specified.

b. Contractors may tender offers including alternate, non-reusable, packaging methods and be considered responsive.

9. MATERIAL SAFETY DATA SHEETS

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

PART I - THE SCHEDULE
 SECTION E
 INSPECTION AND ACCEPTANCE

52.246-15
 CERTIFICATE OF CONFORMANCE (APR 1984)

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

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

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

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

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

NAVSUPWSSEA05
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:

- < > 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 < > .

< > 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 < >). <x> Packaging Site at <Double J Packaging Inc (Cage: 9A289)
9834 Glenoaks Blvd
Sun Valley, CA 91362>
by the Packaging Site CAO <DCMA Los Angeles (S0612A)
16111 Plummer Street
North Hills, CA 91343>

< > Destination.

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

*****EA11
REPLACED WITH EA03LY UPDATED

Replaced with ea03ly < >

PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE52.211-17
DELIVERY OF EXCESS QUANTITIES (SEP 1989)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/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

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NAVSUPWSSFA03 (CONT)
TRANSPORTATION ASSISTANCE (MAY 2010)

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.dia.mil/daasinq/dodaac.asp?cu=d>.

For this type of contract, additional information can be found in the clause NAVSUPWSSLA19 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)

52.247-59
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	85004	0	050120	7R 000000 7PPE00000000	\$64,005.00	NGSO

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

(a) DEFINITIONS. As used in this clause-

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

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

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

(b) ELECTRONIC INVOICING. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

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

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

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

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

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

<Inspection - Source

Acceptance - Double J Packaging Inc>

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

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

ROUTING DATA TABLE*

FIELD NAME IN WAWF	DATA TO BE ENTERED IN WAWF
Pay Official DoDAAC:	<HQ0339>
Issue By DoDAAC:	<SPRPA1>
Admin DoDAAC:	<S0612A>
Inspect By DoDAAC:	<S0612A>
Ship To Code:	<SW3122>
Ship From Code:	<9A289>
Mark For Code:	< >
Service Approver (DoDAAC):	< >
Service Acceptor (DoDAAC):	<S0612A>
Accept at Other DoDAAC:	< >
LPO DoDAAC:	< >
DCAA Auditor DoDAAC:	< >
Other DoDAAC(s):	< >

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

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

(5) WAWF EMAIL NOTIFICATIONS. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

< > (Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF POINT OF CONTACT.

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

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Shirley Young, Code 0252.07, at 717-605-1134 or via shirley.young@navy.mil

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

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

252.225-7002
QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2012)

52.222-26
EQUAL OPPORTUNITY (MAR 2015)

If checked, the alternate below applies:

(< >) Alternate I (Feb 1999). As prescribed in 22.810(22.810(e)), add the following as a preamble to the clause

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 (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 (NOV 2014)

52.245-1
GOVERNMENT PROPERTY (APR 2012)

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52.245-1 (CONT)
GOVERNMENT PROPERTY (APR 2012)

Alternate I (Apr 2012) applies to all contracts, except for those listed below:

1. Cost-reimbursement contracts
2. Time and Materials contracts
3. Labor-Hour contracts
4. Fixed-price contracts awarded on the basis of submission of certified cost or pricing data

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

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

52.213-4
TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(MAR 2015)

(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. 11756).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (iii) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (iv) 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).
- (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (vi) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws, 108-77 and 108-78)(19 U.S.C. 3805 note)

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Jul 2013).
- (v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).
- (vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- (vii) 52.233-1, Disputes (May 2014).
- (viii) 52.244-6, Subcontracts for Commercial Items (APR 2015).
- (ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note)(Applies to contracts valued at \$25,000 or more).
- (ii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).(Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (May 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iv) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (v) 52.222-36, Equal Employment for Workers with Disabilities (Jul 2014)(29 U.S.C. 793)(Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (vi) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (vii) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.
- (viii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015)(22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

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52.213-4 (CONT)

TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)

(MAR 2015)

- (ix) 52.222-55, Minimum Wages Under Executive Order 13668 (Dec 2014)(Executive Order 13668) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States the 50 States and the District of Columbia).
- (x) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011)(E.O. 13423)(Applies to services performed on Federal facilities).
- (xi) 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.)
- (xii) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
- (A) Is set aside for small business concerns; or
 - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)
- (xiv) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)
- (xv) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)
- (xvi) 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 47.604(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 (Aug 2013) (Applies to contracts over \$30,000).
 - (ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).
 - (iii) 247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).
 - (iv) 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.acquisition.gov/far/index.html>
 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>

(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.

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52.213-4 (CONT)

TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(MAR 2015)

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

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurance of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

252.225-7036

BUY AMERICAN --FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM (NOV 2014)

The basic clause at 252.225-7036 applies when the estimated value equals or exceeds \$79,507.
The clause with its Alternate I (JUN 2012) applies when the estimated value equals or exceeds \$25,000 but is less than \$79,507.

252.232-7003

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

52.222-35

EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)

If checked, the alternate below applies:

(< >) Alternate I (Jul 2014) As prescribed in 22.1310(a)(2), add the following as a preamble to the clause:

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

< >
< >
< >

252.232-7010

LEVIES ON CONTRACT PAYMENTS (DEC 2006)

252.244-7000

SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

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

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

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

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

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

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

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

252.225-7048
EXPORT CONTROLLED ITEMS (JUNE 2013)

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

252.245-7001
TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)

(a) Definitions. As used in this clause-

"Government-furnished property" is defined in the clause at FAR 52.245-1, Government Property.

"Serially-managed item" means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

(b) The Contractor shall tag, label, or mark Government-furnished property items identified in the contract as subject to serialized item management (serially-managed items).

(c) The Contractor is not required to tag, label, or mark Government-furnished property previously tagged, labeled, or marked.

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

(a) Definitions. As used in this clause:

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

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple

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

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

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

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

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

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

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

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

- (i) In the Contractor's preceding fiscal year, the Contractor received
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city state, and country. Also include the nine-digit zip code and congressional district.
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.
- (xiii) Treasury account symbol (TAS) as reported in FPDS.

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

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

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if-

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

(A) 80 percent 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

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

(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 SAM and FPDS database. If FPDS information is incorrect, the contractor shall notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

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

If checked, the alternate below applies:

(< >) Alternate I (JUL 2014). As prescribed in 22.1408(b), add the following as a preamble to the clause:

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

< > (List term(s)).

252.245-7002
REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)

(a) Definitions. As used in this clause-

"Government property" is defined in the clause at FAR 52.245-1, Government Property.

"Loss of Government property" means unintended, unforeseen, or accidental loss, damage, or destruction of Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to-

(1) Items that cannot be found after a reasonable search;

(2) Theft;

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

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252.245-7002 (CONT)
REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)

"Unit acquisition cost" means-

- (1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and
- (2) For Contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied, generally acceptable accounting principles.

(b) Reporting loss of Government property.

(1) The Contractor shall use the Defense Contract Management Agency (DCMA) eTools software application for reporting loss of Government property. Reporting value shall be at unit acquisition cost. The eTools "LTDD of Government Property" toolset can be accessed from the DCMA home page External Web Access Management application at <http://www.dcmamil/aboutetools.cfm>.

(2) Unless otherwise provided for in this contract, the requirements of paragraph (b)(1) of this clause do not apply to normal and reasonable inventory adjustments, i.e., losses of low-risk consumable material such as common hardware, as agreed to by the Contractor and the Government Property Administrator. Such losses are typically a product of normal process variation. The Contractor shall ensure that its property management system provides adequate management control measures, e.g., statistical process controls, as a means of managing such variation.

(3) The Contractor shall report losses of Government property outside normal process variation, e.g., losses due to-

- (i) Theft;
- (ii) Inadequate storage;
- (iii) Lack of physical security; or
- (iv) "Acts of God."

(4) This reporting requirement does not change any liability provisions or other reporting requirements that may exist under this contract.

252.245-7004
REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013)

(a) Definitions. As used in this clause-

(1) "Demilitarization" means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) "Export-controlled items" means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes-

- (i) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and
- (ii) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1

(3) "Ineligible transferees" means individuals, entities, or countries-

(i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;

- (ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;
- (iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) "Scrap" means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not "scrap."

(5) "Serviceable or usable property" means property with potential for reutilization or sale "as is" or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dcmamil/ITCSO/CBT/PCARSS/index.cfm>.

(1) The SF 1428 shall contain the following:

- (i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.
- (ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2916, 2926, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.
- (iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) Appropriate Federal Condition Codes. See Appendix 2 of DoD 4000.25-2, Military Standard Transaction

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252.245-7004 (CONT)
REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013)

Reporting and Accounting Procedures manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at http://www.DLA.Mil/J-6/DLMSO/Elibrary/Manuals/Milstrap/AP2_Index.asp.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be-

- (1) Forwarded to the Contracting Officer;
- (2) Credited to the Government as part of the settlement agreement;
- (3) Credited to the price or cost of the contract; or
- (4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) Disposal of scrap.

(1) Contractor with scrap procedures.

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory.

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.

(j) Restrictions on purchase or retention of Contractor inventory.

(1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person-

(i) Is a civilian employee of the DoD or the U.S. Coast Guard

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

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**252.245-7004 (CONT)
REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013)**

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) _____ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) _____ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser-

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

**252.247-7023
TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)**

If checked, the alternate below applies:

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

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

**252.225.7015
RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUNE 2005)**

**NAVSUPWSSIA19
CONFIGURATION MANAGEMENT FOR SIMPLIFIED ACQUISITION (DEC 2004)**

(a) The Contractor shall not make any configuration changes, engineering changes or part number changes to the

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**NAVSUPWSSIA19 (CONT)
CONFIGURATION MANAGEMENT FOR SIMPLIFIED ACQUISITION (DEC 2004)**

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

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

**252.225-7028
EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)**

*****IA20
REPLACED BY IA12FY

Replaced by IA12FY

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

(a) Definitions. As used in this clause-

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

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

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

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

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

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

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

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

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

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252.204-7012 (CONT)

SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

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

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

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

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

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

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

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

Table 1 -- Minimum Security Controls for Safeguarding

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

Access Control	Audit & Accountability	Identification and Authentication	Media Protection	System & Comm Protection
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-2	MP-6	SC-2
AC-4	AU-6(1)	IA-4		SC-4
AC-6	AU-7	IA-5(1)	Physical and Environmental Protection	SC-7
AC-7	AU-8			SC-8(1)
AC-11(1)	AU-9	Incident Response		SC-13
AC-17(2)		IR-2	PE-2	SC-15
AC-18(1)		IR-2	PE-3	SC-28
AC-19	Configuration Management	IR-4	PE-6	
AC-20(1)		IR-5	Program Management	
AC-20(2)	CM-2	IR-6	Management	
AC-22	CM-6		PM-10	System & Information Integrity
	CM-7			SI-2
	CM-8	Maintenance		SI-3
		MA-4(6)	Risk Assessment	SI-4
Awareness & Training	Contingency Planning	MA-5		
AT-2	CP-9	MA-6	RA-5	

Legend:

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

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13526, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

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

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

resident on or transiting through the Contractor's unclassified information systems:

- (i) Data Universal Numbering System (DUNS)
 - (ii) Contract numbers affected unless all contracts by the company are affected.
 - (iii) Facility CAGE code if the location of the event is different than the prime Contractor location.
 - (iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).
 - (v) Contracting Officer point of contact (address, position, telephone, email).
 - (vi) Contract clearance level.
 - (vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.
 - (viii) DoD programs, platforms or systems involved.
 - (ix) Location(s) of compromise.
 - (x) Date incident discovered.
 - (xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).
 - (xii) Description of technical information compromised.
 - (xiii) Any additional information relevant to the information compromise.
- (2) Reportable cyber incidents. Reportable cyber incidents include the following:
- (i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.
 - (ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.
- (3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).
- (4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall-
- (i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;
 - (ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and
 - (iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.
- (5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.
- (e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.
- (f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.
- (g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

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

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

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

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

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

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

(b) Authorized disclosure. Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received--

- (1) Within or in connection with a quotation or offer; or
- (2) In the performance of or in connection with a contract.

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

**52.222-20
CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014)**

**252.203-7999
PROHIBITION ON CONTRACTING WITH ENTITIES THAT
REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS. (DEVIATION 2015-00010)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

**252.245-7003
CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)**

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

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

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

**52.222-37
EMPLOYMENT REPORTS ON VETERANS (JUL 2014)**

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

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 (JUL 2013)

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

52.211-15
DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APRIL 2008)

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

52.212-5
CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDER
S--COMMERCIAL ITEMS (DEC 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws, 108-77, 108-78)(19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
(Contracting Officer check as appropriate)

- (< >)(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (< >)(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (< >)(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5)(Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- (< >)(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (< >)(5) Reserved
- (< >)(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (< >)(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (< >)(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013)(31 U.S.C. 6101 note).
- (< >)(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)(41 U.S.C. 2313).
- (< >)(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012)(section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- (< >)(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (< >)(ii) Alternate I (Nov 2011) of 52.219-3.

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52.212-5 (CONT)

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDER
S--COMMERCIAL ITEMS (DEC 2014)

- (< >)(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
(< >)(ii) Alternate I (Jan 2011) of 52.219-4.
- (< >)(13) Reserved
- (< >)(14)(i) 52.219-6, Notice of Total Small Business Aside (Nov 2011)(15 U.S.C. 644).
(< >)(ii) Alternate I (Nov 2011).
(< >)(iii) Alternate II (Nov 2011).
- (< >)(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
(< >)(i) Alternate I (Oct 1996) of 52.219-7.
(< >)(ii) Alternate II (Mar 2004) of 52.219-7.
- (< >)(16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- (< >)(17)(i) 52.219-9 Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637 (d)(4)).
(< >)(ii) Alternate I (Oct 2001) of 52.219-9.
(< >)(iii) Alternate II (Oct 2001) of 52.219-9.
(< >)(iv) Alternate III (July 2010) of 52.219-9.
- (< >)(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (< >)(19) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(d)(4)(F)(i)).
- (< >)(20) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).
- (< >)(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2001)(15 U.S.C. 657f)
- (< >)(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2)).
- (< >)(23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (< >)(24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (< >)(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (< >)(26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014)(E. O. 13126).
- (< >)(27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (< >)(28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (< >)(29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- (< >)(30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).
- (< >)(31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- (< >)(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (< >)(33) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (< >)(34) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
(< >)(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (< >)(35)(i) 52.223-13, Acquisition of EPEAT- Registered Imaging Equipment (Jun 2014)(E.O.s 13423 and 13514).
(ii) Alternate I (Jun 2014) of 52.223-13.
- (< >)(36)(i) 52.223-14, Acquisition of EPEAT- Registered Television (Jun 2014)(E.O.s 13423 and 13514).
(ii) Alternate I (Jun 2014) of 52.223-14.
- (< >)(37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007)(42 U.S.C. 8259b).
- (< >)(38)(i) 52.223-16, Acquisition of EPEAT-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
(ii) Alternate I (Jun 2014) of 52.223-16
- (< >)(39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- (< >)(40) 52.225-1, Buy American Act--Supplies (May 2014)(41 U.S.C. chapter 83).
- (< >)(41)(i) 52.225-3, Buy American -Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
(< >)(ii) Alternate I (May 2014) of 52.225-3.
(< >)(iii) Alternate II (May 2014) of 52.225-3.
(< >)(iv) Alternate III (May 2014) of 52.225-3.
- (< >)(42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (< >)(43) 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).
- (< >)(44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (< >)(45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (< >)(46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

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52.212-5 (CONT)
 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDER
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- (< >)(47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
 (< >)(48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 (< >)(49) 52.232-33, Payment by Electronic Funds Transfer System for A Award Management (Jul 2013) (31 U.S.C. 3332).
 (< >)(50) 52.232-34, Payment by Electronic Funds Transfer Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
 (< >)(51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
 (< >)(52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 (< >)(53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
 (< >)(54)(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

- (< >)(1) 52.222-41, Service Contract Labor Standards (May 2014)(41 U.S.C. chapter 67).
 (< >)(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014)(29 U.S.C. 206 and 41 U.S.C. chapter 67).
 (< >)(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts)(May 2014)(29 U.S.C. 206 and 41 U.S.C. chapter 67).
 (< >)(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014)(29 U.S.C. 206 and 41 U.S.C. chapter 67).
 (< >)(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration or Repair of Certain Equipment--Requirements (May 2014)(41 U.S.C. chapter 67).
 (< >)(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014)(41 U.S.C. chapter 67).
 (< >)(7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
 (< >)(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014)(42 U.S.C. 1792).
 (< >)(9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).
 (< >)(10) 52.222-55, Minimum Wages Under Executive Order 13658 Dec 2014)(Executive Order 13658).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010)(41 U.S.C. 3509).
 (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in

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52.212-5 (CONT)
 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDER
 S--COMMERCIAL ITEMS (DEC 2014)

accordance with paragraph (1) of FAR clause 52.222-17.

- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
 - (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (vii) 52.222-17, Employment Reports on Veterans (Jul 2014)(38 U.S.C. 4212).
 - (viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (ix) 52.222-41, Service Contract Labor Standards (May 2014)(41 U.S.C. chapter 67)
 - (x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.).
 - (xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014)(41 U.S.C. chapter 67).
 - (xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).
 - (xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
 Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
 - (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(Executive Order 13658).
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(< >) Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

(< >) Alternate II (Dec 2014). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

- (d)
- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-
- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (e)
- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-
- (i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
 - (ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
 - (A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
 - (B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
 - (C) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (E) 52.222-35, Equal Opportunity for Veterans (Jul 2010) (38 U.S.C. 4212).
 - (F) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (H) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. Chapter 67).
 - (I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - (J) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014)(41 U.S.C. Chapter 67).

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52.212-5 (CONT)

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDER
S--COMMERCIAL ITEMS (DEC 2014)

- (K) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. Chapter 67).
- (L) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (O) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) Executive Order 13658).

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS
(DEVIATION 2013-00019) (Jul 2014)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seq.)

(x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xii) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xiii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(< >) Alternate I (2013-00019) (Jul 2014). As prescribed in 12.301(b)(4), delete paragraph (a) from the basic clause, redesignate paragraph (b)(1) as paragraph (a), and redesignate paragraphs (b)(1)(i) through (b)(1)(xiv) as

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**52.212-5 (CONT)
CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDER
S--COMMERCIAL ITEMS (DEC 2014)**

paragraphs (a)(1) through (a)(14) and redesignate paragraph (b)(2) as paragraph (b)(.

(< >) Alternate II (2013-00019) (Jul 2014). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (a)(1) and (b)(1) for paragraphs (a)(1) and (b)(1) of the basic clause as follows:

(a)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to

- (i) Examine any of the Contractors or any subcontractors records that pertain to, and involve transactions relating to, this contract; and
- (ii) Interview any officer or employee regarding such transactions.

(b)(1) Notwithstanding the requirement of any other clause in this contract, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than

(i) Paragraph (a) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (a)(1)(i) does not flow down; and

(ii) Those clauses listed in this paragraph (b)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause

- (A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
- (C) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.2198 in lower tier subcontracts that offer subcontracting opportunities.
- (D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (E) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- (F) 52.222-36, Equal Opportunity for Workers with Disabilities Jul 2014) (29 U.S.C. 793).
- (G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- (J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, of Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- (L) 52.222-54, Employment Eligibility Verification (Jan 2009).
- (M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

**52.244-6
SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015)**

**52.209-6
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBAR
RED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)**

**52.222-3
CONVICT LABOR (JUNE 2003)**

**252.225-7038
RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS (JUNE 2005)**

**252.225-7013
DUTY-FREE ENTRY (NOV 2014)**

**52.252-2
CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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**52.252-2 (CONT)
CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

FAR, DFARS and NMCARS at the Hill AFB website --
<http://farsite.hill.af.mil/VFFARa.htm>

FAR only at the GSA website (click on "Regulations: FAR") --
<http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>

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

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

**52.222-50
COMBATING TRAFFICKING IN PERSONS (FEB 2009)****52.243-1
CHANGES--FIXED-PRICE (AUG 1987)****52.209-10
PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2014)****52.249-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICED)(SHORT FORM) (APR 1984)****52.253-1
COMPUTER GENERATED FORMS (JAN 1991)****52.227-9
REFUND OF ROYALTIES (APR 1984)****52.232-23
ASSIGNMENT OF CLAIMS (MAY 2014)****52.233-3
PROTEST AFTER AWARD (AUG 1996)****52.222-19
CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)****52.204-9
PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)****52.223-3
HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)****52.233-1
DISPUTES (MAY 2014)****52.232-39
UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**

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52.204-2
SECURITY REQUIREMENTS (AUG 1996)

52.222-21
PROHIBITION OF SEGREGATED FACILITIES (MAR 2015)

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

252.211-7007
REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

52.212-4
CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JAN 2015)

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

52.212-3
OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically the Offeror shall complete only paragraph (c) through (p) of this provision.

(a) Definitions. As used in this provision:

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the work does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definitions of 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in Product and Service codes (PSCs) 1000-9999, except-

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product and Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Food and Related Consumables;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and

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52.212-3 (CONT)
OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERICAL ITEMS (MAR 2015)

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw material into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operation" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 size standards in this solicitation.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124-104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern-

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52.212-3 (CONT)
OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERICAL ITEMS (MAR 2015)

Not less than 51 percent of which is owned by one or more veterans (as defined in 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representation and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraph _____.

(Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

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

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

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small disadvantaged business concern as defined in 13 CFR 124.1002.) The offeror represents, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. (Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.) The offeror represents that-

(i) It () is () is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It () is () is not a joint venture that complies with the requirements of 13 CFR part 127, and the

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52.212-3 (CONT)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERICAL ITEMS (MAR 2015)

representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. (Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.) The offeror represents that--

(i) It () is () is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affect its eligibility; and

(ii) It () is () is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. (The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 60 percent of the contract price:

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a HUBZone joint venture that complies with the requirement of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. (The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.) Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It () has () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It () has () has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1362). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1996 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this

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52.212-3 (CONT)
OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERICAL ITEMS (MAR 2015)

solicitation entitled "Buy American -Supplies."

(2) Foreign End Products:

LINE ITEM NO. (List as necessary)	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American --Free Trade Agreements--Israeli Trade Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
(List as necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements --Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American--Free Trade Agreements- Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements- Israeli Trade Act":

Canadian End products:

Line Item No.:

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52.212-3 (CONT)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERICAL ITEMS (MAR 2015)

(List as necessary)

(3) Buy American--Free Trade Agreements- Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

(4) Buy American- Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alt.III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country end products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin:
_____	_____
_____	_____
_____	_____

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-6, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 26. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offer for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

- (1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) () Have () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal

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52.212-3 (CONT)
OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERICAL ITEMS (MAR 2015)

criminal tax laws, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) () Have, () have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

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

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

(C) The taxpayer has entered into an installment agreement pursuant to the I.R.C. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .

(1) Listed End Product,	Listed Countries or Origin
< >	< >
< >	< >
< >	< >
< >	< >

(2) Certification. (If the Contracting officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purpose only, the offeror shall indicate whether the place of manufacture of the end product it expects to provide in response to this solicitation is predominantly-

(1) () In the United States (Check this box iv the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) The contracting officer is to check a

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52.212-3 (CONT)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERICAL ITEMS (MAR 2015)

box to indicate if paragraph (k)(1) or (k)(2) applies).

(< >) (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(< >) (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that -

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards, wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to the contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause/

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6051, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

() TIN: _____

() TIN has been applied for.

() TIN is not required because:

() Offeror is nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other _____

(5) Common parent.

() Offeror is not owned or controlled by a common parent;

() Name and TIN of common parent:

Name _____
TIN _____

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not

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52.212-3 (CONT)
OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERICAL ITEMS (MAR 2015)

conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that-

- (i) it is not an inverted domestic corporation; and
- (ii) it is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 USC 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g. 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it () has or () does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

() Yes or () No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____

(Do not use a "doing business as" name)

(< >) Alternate I (OCT 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

() Black American

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

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52.212-3 (CONT)
OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERICAL ITEMS (MAR 2015)

() Individual/concern, other than one of the preceding.

use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the

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

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

MATERIAL (If None, Insert "NONE".)

ACT

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

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

52.204-19
INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

252.243-7002
REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

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

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**252.243-7002 (CONT)
REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)**

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

(OFFICIAL'S NAME)

(TITLE)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--
(1) Certified cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause apply to--
(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
(2) Final adjustments under an incentive provision of the contract.

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

**NAVSUPWSSLA19
CONSIGNMENT INSTRUCTIONS (MAY 2010)**

Consignment Addresses are readily available electronically at the DoD Activity Address Codes (DODAAC) website <https://www.daas.dla.mil/daasing/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

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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.

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