

Flowthrough Terms and Conditions Dated

## **Flow Down Attachment**

### **FDA-2020.**

**Business Unit:** Naval Sustainment

**Customer Contract Number:**

**Prime Contract Number:** N00383-20-D-W801

**Task Order/Delivery Order Number:** N00383-23-F-0W81

**Modification Number:**

**DPAS Rating:** DOA1

**DUNS Number:**

**Date of Creation:** Oct 27, 2023

*The following customer contract requirements apply to this Purchase Order to the extent indicated below and are hereby incorporated into the Purchase Order by full text or by reference with the same force and effect as if they were given in full text. Upon Seller's request, Buyer's Purchasing Representative will make their full text available. Also, the full text of a FAR or DFARS provision or clause may be accessed electronically at these addresses: <http://farsite.hill.af.mil/> or <https://www.acquisition.gov/far/>:*

In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Seller's obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean "Buyer", the term "Contracting Officer" shall mean "Buyer's Purchasing Representative", the term "Contractor" or "Offeror" shall mean "Seller", "Subcontractor" shall mean "Seller's Subcontractor" under this Purchase Order, and the term "Contract" shall mean this "Purchase Order". For the avoidance of doubt, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2 or (2) when title to property is to be transferred directly to the Government. Seller shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS provisions and clauses in accordance with the flow down requirements specified in such clauses. Nothing in this Purchase Order grants Seller a direct right of action against the Government. If any of the following FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting.

#### **CLAUSES INCORPORATED BY REFERENCE:**

52.203-5 Covenant Against Contingent Fees May 2014

52.203-6 Restrictions on Subcontractor Sales to the Government (Sep 2006) 52.203-7 Anti-Kickback Procedures (May 2014)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010) 52.203-13 Contractor Code of Business Ethics and Conduct (Oct 2015)

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

(Jan 2017)

52.204-2 Security Requirements (Aug 1996)

52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016) 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)

52.211-5 Material Requirements (Aug 2000)

52.211-15 Defense Priority and Allocation Requirements Apr 2008 52.215-2 Audit and Records – Negotiation (Oct 2010)

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data Aug 2011

52.215-11 Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Aug 2011)

52.215-12 Subcontractor Certified Cost or Pricing Data (Deviation 2018-00015) (May 2018)

52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (Deviation 2018-00015) (May 2018)

52.215-14 Integrity of Unit Prices (Oct 2010)

52.215-14 Integrity of Unit Prices Alternate I (Oct 1997)

52.215-15 Pension Adjustments and Asset Reversions (Oct 2010)

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Oct 2010)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Oct 2010)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Oct 2010) - Alternate I (OCT 2010)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Alternate II (Oct 1997)

52.215-23 Limitations on Pass-Through Charges (Oct 2009) 52.219-8 Utilization of Small

Business Concerns Oct 2018 52.222-1 Notice to the Government of Labor Disputes 52.222-3

Convict Labor Jun 2003 52.222-4 Contract Work Hours and Safety Standards - Overtime

Compensation (May 2018) 52.222-20 Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (May 2014)

52.222-21 Prohibition of Segregated Facilities (Apr 2015) 52.222-26 Equal Opportunity (SEP 2016)

52.222-35 Equal Opportunity for Veterans (Oct 2015)

52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014) 52.222-37 Employment Reports on Veterans (Feb 2016)

52.222-50 Combating Trafficking in Persons (Jan 2019) 52.222-54 Employment Eligibility Verification (Oct 2015)

52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997) 52.223-5

Pollution Prevention and Right-to-Know Information (May 2011) 52.223-6 Drug-Free Workplace May 2001

52.223-18 Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011)

52.225-1 Buy American Act—Supplies (May 2014)

52.225-3 Buy American Act –Free Trade Agreements – Israeli Trade Act (May 2014) 52.225-5 Trade Agreements (Aug 2018)

52.225-13 Restrictions on Certain Foreign Purchases (Jun 2008) 52.227-1 Authorization and Consent (Dec 2007)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)

52.227-10 Filing of Patent Applications -- Classified Subject Matter (Dec 2007)

52.227-14 Rights in Data--General (May 2014)

52.230-2 Cost Accounting Standards (DEVIATION 2018-O0015) (May 2018) 52.230-6 Administration of Cost Accounting Standards (Jun 2010)

52.232-11 Extras (Apr 1984)

52.232-17 Interest (May 2014)

52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013) 52.242-13 Bankruptcy (July 1995)

52.242-15 Stop-Work Order (Aug 1989)

52.244-5 Competition in Subcontracting (Dec 1996) 52.244-6 Subcontracts for Commercial Items (Jan 2019) 52.245-1 Government Property (Jan 2017)

52.245-1 Government Property (Apr 2012) Alternate I 52.245-9 Use and Charges (Apr 2012)

52.246-2 Inspection of Supplies -- Fixed-Price (Aug 1996) 52.246-16 Responsibility for Supplies (Apr 1984)

52.246-23 Limitation of Liability (Feb 1997)

52.246-24 Limitation of Liability – High-value items (Feb 1997) 52.247-63 Preference for U S - Flag Air Carriers (Jun 2003)

52.247-64 Preference for Privately Owned U S -Flag Commercial Vessels (Feb 2006) 52.248-1 Value Engineering (Oct 2010)

52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) 52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012) 52.249-8 Default (Fixed-Price Supply & Service) Apr 1984

52.251-1 Government Supply Sources (Apr 2012) 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (Sep 2011) 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Dec 2008)

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Sep 2013) 252.204-7000 Disclosure of Information (Oct 2016)

252.204-7010 Requirement for Contractor to Notify DoD if the Contractor’s Activities are Subject to Reporting under the US International Atomic Energy Agency Additional Protocol (Jan 2009)

252.204-7012 “Safeguarding Covered Defense Information and Cyber Incident Reporting” (Oct 2016)

252.204-7015 Disclosure of Information to Litigation Support Contractors (May 2016) 252.223-7004 Drug Free Work Force (Sep 1988)

252.225-7001 Buy American and Balance of Payments Program-- Basic (Dec 2017) 252.225-7008 Restriction on Acquisition of Specialty Metals (Mar 2013)

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (Oct 2014)

252.225-7012 Preference for Certain Domestic Commodities (Dec 2017) 252.225-7013 Duty-Free Entry (May 2016)

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Jun 2011) 252.225-7025 Restriction on Acquisition of Forgings (Dec 2009)

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003) 252.225-7037 Evaluation of Offers for Air Circuit Breakers (Dec 2018)

252.225-7048 Export-Controlled Items (Jun 2013)

252.227-7027 Deferred Ordering of Technical Data or Computer Software (Apr 1988) 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)

252.231-7000 Supplemental Cost Principles (Dec 1991)

252.234-7004 Cost and Software Data Reporting System (Nov 2014) 252.235-7003 Frequency Authorization (Mar 2014)

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Jun 2013)

252.246-7001 Warranty of Data

252.246-7003 Notification of Potential Safety Issues (Jun 2013)

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Aug 2016)

252.246-7008 Sources of Electronic Parts (May 2018) 252.247-7023 Transportation of Supplies by Sea (Feb 2019) 52.204-20 Predecessor of Offeror (Jul 2016)

52.204-24 "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)"

52.219-9 Small Business Subcontracting Plan (Deviations 2018-O0018, and 2019-O0005) (Aug 2018)

52.219-9 Alt II Small Business Subcontracting Plan – Alternate II (Nov 2016) 52.219-9 Alt III Small Business Subcontracting Plan – Alternate III (Jan 2017) 52.222-19 Child Labor - Cooperation with Authorities and Remedies (Jan 2019)

52.246-24 Alt I Limitation of Liability - High Value Items - Alternate I (Apr 1984)

52.247-64 Alt I Preference for Privately Owned U.S. Flag Commercial Vessels - Alternate I (Apr 2003)

252.203-7004 Display of Hotline Posters (May 2019)

252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (May 2019)

252.219-7004 Small Business Subcontracting Plan (Test Program) (May 2019)

252.225-7004 Report of Intended Performance Outside the United States and Canada - Submission after Award (May 2019)

252.225-7993 "Prohibition on Contracting with the Enemy in the United States Central Command Theater of Operations (Deviation – 2012-O0005) (Jan 2012) (Jan 2012)"

252.225-7994 "Additional Access to Contractor and Subcontractor Records in the United States Central (Jan 2012) Command Theater of Operations (Deviation 2012-O0005) (Jan 2012)"

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns. ((Apr 2019)

252.234-7001 Notice of Earned Value Management Systems (Apr 2008) 252.242-7005 Contractor Business Systems (Feb 2012)

252.219-7003 Small Business Subcontracting Plan (DoD Contracts)-BASIC (May 2019)

52.204–24 (DEC 2019), Representation Regarding Certain Telecommunications and Video

Surveillance Services or Equipment.

52.204–25 (AUG 2019), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

## **CLAUSES INCORPORATED BY FULL TEXT**

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018)

- (a) Definitions. As used in this clause:
- “Executive” means officers, managing partners, or any other employees in management positions.
- “First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect cost.
- “Month of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.
- “Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- (1) Salary and bonus.
  - (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
  - (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - (5) Above-market earnings on deferred compensation which is not tax-qualified.
  - (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination

payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- (b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported

information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

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

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

(i) In the Contractor's preceding fiscal year, the Contractor received—

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

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

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

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, the Contractor shall report the following information at <http://www.fsr.gov> for that first tier subcontract. (The Contractor shall follow the instruction at <http://www.fsr.gov> to report the data.)

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's



parent company, if the subcontractor has a parent company.

- (ii) Name of the subcontractor.
  - (iii) Amount of the subcontract award.
  - (iv) Date of the subcontract award.
  - (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
  - (vi) Subcontract number (the subcontract number assigned by the Contractor).
  - (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
  - (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
  - (ix) The prime contract number, and order number if applicable.
  - (x) Awarding agency name and code.
  - (xi) Funding agency name and code.
  - (xii) Government contracting office code.
  - (xiii) Treasury account symbol (TAS) as reported in FPDS.
  - (xiv) The applicable North American Industry Classification System code (NAICS).
- (3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <https://www.fsr.gov>, if—
- (i) In the subcontractor's preceding fiscal year, the subcontractor received—
    - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
    - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and



subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance; and

- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- (e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$30,000 to avoid the reporting requirements in paragraph (d) of this clause.
- (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)(g)
  - (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.
  - (2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor
- (h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and the FPDS database. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM information is incorrect, the contractor is responsible for correcting this information.

#### 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by

posting the required information in the System for Award Management via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub.

L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

- (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
  - (i) Government personnel and authorized users performing business on behalf of the Government; or
  - (ii) The Contractor, when viewing data on itself; and
- (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--
  - (i) Past performance reviews required by subpart 42.15;
  - (ii) Information that was entered prior to April 15, 2011; or
  - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6

years. Contractor comments will remain a part of the record unless the Contractor revises them.

- (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

## 52.215-19 Notification of Ownership Changes (Oct 1997)

- (a) The Contractor shall make the following notifications in writing;
  - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
  - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall--
  - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

## 52.219-28 Post-Award Small Business Program Representation

- (a) Definitions. As used in this clause--
  - Long-term contract means a contract of more than five years in

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

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

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall re-represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:
- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
  - (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
  - (3) For long-term contracts—
    - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
    - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall represent its size status in accordance with the size standard in effect at the time of this representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

<http://www.sba.gov/content/table-small-business-size-standards>

- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:  
The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code assigned to contract number [Contractor to sign and date and insert authorized signer's name and title].

#### 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

- (a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the national Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).
  - (1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily

seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

- (2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."
- (b) This required employee notice, printed by the Department of Labor, may be—
  - (1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
  - (2) Provided by the Federal contracting agency if requested;
  - (3) Downloaded from the Office of Labor-management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm> ; or
  - (4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.
- (c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.
- (d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.
- (e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4 Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law (f) Subcontracts.
  - (1) The Contractor shall include the substance of this clause,

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

- (2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.
- (3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.
- (4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

## 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016)

- (a) Definitions. As used in this clause—
  - “Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon Dioxide’s global warming potential is defined as 1.0.
  - “High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).
  - “Hydrofluorocarbons” means compounds that only contain hydrogen, fluorine, and carbon.
  - “Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--
    - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon



- tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to hydro chlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR Part 82, Subpart E, as follows: Warning:
- Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.
- \* The Contractor shall insert the name of the substance(s).
- (c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall—
- (1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by—
- (i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
- (ii) Contract number; and
- (iii) Equipment/appliance;
- (2) Report that information to the Contracting Officer for FY16 and to [www.sam.gov](http://www.sam.gov), for FY17 and after
- (i) Annually by November 30 of each year during contract performance; and
- (ii) At the end of contract performance.
- (d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap>.

## 52.244-2 Subcontracts (Oct 2010)

- (a) Definitions. As used in this clause:
- "Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)
- "Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.
- "Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for

performance of the prime contractor a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) When this clause is included in a fixed price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) or this clause.
- (c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that
  - (1) Is of the cost reimbursement, time and materials, or labor hour type; or
  - (2) Is fixed price and exceeds
    - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
    - (ii) For a contract awarded by a civilian agency other than that the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

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**(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:**

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or

Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

- (vii) A negotiation memorandum reflecting
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason certified cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (e) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination
  - (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (f) No subcontract or modification thereof placed under this contract shall provide for payment on a cost plus a percentage of cost basis,

and any fee payable under cost reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404 4(c)(4)(i).

- (g) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (h) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (i) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

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## 252.211-7003 Item Identification and Valuation (Mar 2016)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

- (a) Definitions. As used in this clause—  
“Summary Subcontract Report (SSR) Coordinator” means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense level and is responsible for acknowledging receipt or rejecting SSRs submitted under an individual subcontracting plan in eSRS for the Department of Defense.
- (b) Subcontracts awarded to qualified nonprofit agencies designated by the Committee for Purchase From People Who Are Blind or Severely Disabled (41 U.S.C.8502-8504), may be counted toward the Contractor’s small business subcontracting goal.
- (c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—
  - (1) Protege firms which are qualified organizations employing the severely disabled; and
  - (2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.
- (d) The master plan is approved by the Contractor's cognizant contract administration activity.
- (e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in

the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

- (f) (1) For DoD, the Contractor shall submit reports in eSRS as follows:
  - (i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.
  - (ii) Submit the consolidated SSR for an individual subcontracting plan to the "Department of Defense."
- (2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:
  - (i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.
  - (ii) The authority to acknowledge receipt of or reject SSRs submitted under an individual subcontracting plan resides with the SSR Coordinator.
- (g) Include the clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.219-7004, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS 219.702-70, if the subcontract is expected to exceed the applicable threshold specified in Federal Acquisition Regulation 19.702(a) and to have further subcontracting opportunities.

#### 252.211-7005 Substitutions for Military or Federal Specifications and Standards

- (a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dcmam.mil/20/guidebook\\_process.htm](http://guidebook.dcmam.mil/20/guidebook_process.htm)

(paragraph 4.2).

- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall 
  - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
  - (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
  - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
  - (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:  
(Offeror insert information for each SPI process) SPI Process:  
Facility:  
Military or Federal Specification or Standard:  
Affected Contract Line Item Number, Subline Item Number, Component, or Element:
- (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror 
  - (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
  - (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

## 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)

- (a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to—
  - (1) A bona fide employee of the Contractor; or
  - (2) A bona fide established commercial or selling agency

maintained by the Contractor for the purpose of securing business.

- (b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:
  - (1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force), contingent fees in any amount.
  - (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

## 252.234–7003 NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014)

- (a) This solicitation includes—
  - (1) The Government-approved cost and software data reporting (CSDR) plan for the contract, DD Form 2794; and
  - (2) The related Resource Distribution Table.
- (b) As part of its proposal, the Offeror shall—
  - (1) Describe the process to be used to satisfy the requirements of the DoD 5000.04-M-1, CSDR Manual, and the Government approved CSDR plan for the proposed contract;
  - (2) Demonstrate how contractor cost and data reporting (CCDR) will be based, to the maximum extent possible, upon actual cost transactions and not cost allocations;
  - (3) Demonstrate how the data from its accounting system will be mapped into the standard reporting categories required in the CCDR data item descriptions;
  - (4) Describe how recurring and nonrecurring costs will be segregated;
  - (5) Provide comments on the adequacy of the CSDR contract plan and related Resource Distribution Table; and
  - (6) Submit the DD Form 1921, Cost Data Summary Report, and DD Form 1921–1, Functional Cost-Hour Report, with its pricing proposal.
- (c) CSDR reporting will be required for subcontractors at any tier with a subcontract that exceeds \$50 million. The offeror shall identify, by providing comments on the Resource Distribution Table, the subcontractors, or, if the subcontractors have not been selected, the subcontracted effort in this category.

WSSTERMDZ03

PRESERVATION, PACKAGING, PACKING AND MARKING (APR 2018)

The contractor shall preserve, package, pack and mark all items as .specified below.  
For the purposes of these terms, marking refers to marking and labeling of the



packaging and not the item itself. Where specifications are cited herein the latest revision of that specification shall apply.

## 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-2073-1, "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 the LP field and third digit of the PACK field and use the Unit Container Level (UCL) to identify the level of packing protection the unit container meets for packing requirements. When HM = D, the item is regulated in accordance with 49 CFR for transportation; when HM = N the item is not regulated.

1) When a specified packaging material has an associated Qualified Products List (QPL), the contractor shall use only packaging materials produced by a manufacturer listed on the applicable QPL. Barrier materials that have QPLs are MIL-PRF-131, MIL-PRF-81705, MIL-PRF-22191, MIL-PRF-3420 and MIL-PRF-22019. Sources for QPL material can be obtained from the Qualified Products Database at <http://qpldocs.dla.mil/>.

b. IMMEDIATE USE/INSTALLATION AND PART NUMBER BUY SHIPMENTS – Government PCO or ACO approval is required to use the packaging standards outlined in this paragraph. Any national stock numbered (NSN) item required for immediate use (used or consumed within 7 days of receipt) or direct installation, or part numbered item (authority granted to ship without NSN) shall be preserved and packed in accordance with ASTM D3951, "Standard Practice for Commercial Packaging", for all shipments to a Continental United States (CONUS) government activity or contractor-owned facility. All material destined for overseas shipment (OCONUS) shall be preserved in accordance with MIL-STD-2073-1.

c. GOVERNMENT-OWNED MATERIAL – In the event that the contract expires, is terminated, or completed, and Government-owned material is to be returned to the supply system, the contractor shall preserve and package this material in accordance with the requirements of paragraph 1.a.

## 2. PROTECTION FROM DEGRADATION DUE TO ELECTROSTATIC (ES)/ELECTROMAGNETIC (EM) FORCES

a. When ASTM D3951 is authorized for packaging and the item is considered ESD Sensitive (ESDS), protection shall be in accordance with ANSI/ESD S20.20-2014, "For the Development of an ESD Control Program for – Protection of Electrical and Electronic Parts, Assemblies and Equipment (Excluding Electrically Initiated Explosive

Devices).”

b. When MIL-STD-2073-1 is specified and the preservation method code (PMT) in the solicitation does not specify ESD/EM protection (PMT =GX) and the offeror’s proposed item of supply is subject to degradation from ES/EM forces, offerors shall provide recommended packaging data with their proposals/quotes.

3. PACKING REQUIREMENTS – The contractor shall

pack as follows: 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

Exterior shipping containers for Packing Levels A and B are listed in MIL-STD-2073-1, Appendix C, Table C.II. Long-life reusable containers, and wood containers are shipping containers and do not require overpacking for shipment.

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

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

1) Procurement Instrument Identifier (PIID) – the 13-digit contract order number,

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. DEPOT LEVEL REPAIRABLE (DLR) LABELS

1) Items identified with a Cognizance (COG) Code of either “7” or an even number preceding the NSN (e.g. 7RH 5826-014289999) are defined as Depot Level Repairable (DLR) items. DLR items require that a DLR label be placed on the outside of the unit, intermediate and shipping containers 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: <https://forms.documentservices.dla.mil/order/>. The website will advise the procedures for ordering and establishing an account.

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

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

c. SPECIAL MATERIAL IDENTIFICATION CODE (SMIC) FOR NAVSUP WSSMARITIME REQUIREMENTS ONLY

1) Certain Program-related items are identified by a two-position SMIC, which appears as a suffix to the NSN (e.g. 1H 4730 009001317 L1), and require special markings. Containers shall be marked with letters, maximum two inches high on two (2) sides and two (2) ends as follows:

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

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

5. PALLETIZATION. Palletization of shipments shall be accomplished in accordance with MIL-STD-147 "DOD Standard Practice: Palletized Unit Loads." Failure to meet these palletization/packaging requirements and measures, without written waiver from the PCO or ACO, may result in charges back to the contractor for repalletization and/or repackaging of items. Pallets shall conform to the requirements of American National Standards

Institute, Inc., Material Handling-MH1-2016, Pallets, Slip Sheets, and Other Bases for Unit Loads. MH1-2016 may be obtained at the following website: <http://www.mhi.org>.

a. General Purpose Unit Loads -- For unit loads weighing up to 1500 pounds pallets conforming to MH1-2016, Part No. MH1/9-02SW4048 shall be used; for unit loads weighing up to 3,000 pounds pallets conforming to MH1/9-03W4048 shall be used; and for unit loads weighing up to 4,000 pounds pallets conforming to MH1/9-10BW4048 pounds shall be used.

b. Hazardous Material Unit Loads - Unless otherwise specified in the contract or purchase order hazardous material containers, except cylinders and 55 gallon drums, shall be palletized utilizing MH1-2016 Part No. MH1/9-07SW4848 pallets.

Use of commercial pallets that do not meet the above requirements is prohibited.

6. WOOD PACKAGING MATERIAL (WPM). All shipments destined to the DOD must be treated and marked in accordance with the International Standards for Phytosanitary Measures Guidelines for Regulating Wood Packaging Material in International Trade (ISPM 15) for OCONUS shipments, regardless of their destination.

a. For all WPM furnished under this contract the contractor shall ensure the American Lumber Standards Committee (ALSC) approved mark is applied to every shipment regardless of destination.

b. Failure to comply with the requirements of ISPM 15 may result in refusal, destruction or treatment of WPM at the point of receipt and the associated costs charged back to the contractor.

7. 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-129 to apply either Type I or Type II shelf-life markings to an item's unit, intermediate and shipping containers. Contractors will ensure that at least eighty-five percent (85%) of the Navy shelf-life requirement for the item is remaining when received by the first government activity.

8. REUSABLE NSN CONTAINERS. An item that has an NSN assigned in the "Container NSN" field (e.g . 8145 012622982) requires shipment in a reusable shipping and storage container.

a. REUSABLE CONTAINERS FOR NAVSUP WSS, MARITIME ITEMS - Reusable NSN containers for maritime material (designated by a COG Code of "7E", "7G" and "7H") shall be provided as contractor-furnished material (CFM).

b. REUSABLE CONTAINERS FOR NAVSUP WSS, AVIATION ITEMS - Reusable

NSN containers (excluding fiberboard and most wood) for aviation material (designated by a COG Code of "7R", "6K" or "OR") shall be provided as government furnished material (GFM). Fast pack containers will not be provided as GFM. To obtain GFM reusable containers, the contractor must submit the Container Request Form available at [https://www.navsup.navy.mil/site/public/wss/documents/business\\_opps/](https://www.navsup.navy.mil/site/public/wss/documents/business_opps/local_clauses)

[\\_contracts/container\\_request\\_form.pdf](#). Email the completed form to [NAVSUPCRF.fct@navy.mil](mailto:NAVSUPCRF.fct@navy.mil) at least 90 days prior to the anticipated shipping date

(monthly for repair contracts). If the Navy's Container Management Area (CMA) informs the contractor that containers are unavailable, the following alternate packaging requirements apply. The unavailability of reusable containers shall not be an excusable reason for delivery delay.

c. The stock-numbered, long-life, reusable containers identified herein as GFM are property of the U.S. Navy and only shall be used to fulfill orders from the Navy and U.S. Marine Corps; these containers shall not be used to fulfill orders from the U.S. Army,

U.S. Air Force, any other agency of the U.S. Government or Foreign Military Sales (FMS) customer.

#### ALTERNATE PACKAGING REQUIREMENTS FOR ITEMS ASSIGNED THE FOLLOWING CONTAINERS

| Container NSN  | Container Part Number (80132) | Alternate Packaging Code IAW MIL-STD-2073-1   |
|----------------|-------------------------------|---|
| 8145 002609548 | P069-2                        | GX1000LTBED<br>(QUP = 001)<br>(ICQ = 000)   |
| 8145 002609556 | P069-1                        |   |
| 8145 002609559 | P069-3                        |   |
| 8145 002609562 | P069-4                        |   |
| 8145 010124088 | P069-6                        |   |
| 8145 010140440 | P069-5                        |   |
| 8145 011644073 | P069-7                        |   |
| 8145 012622982 | 15450-1                       | If MOP/PMT = GX,<br>GX100K3GHFED<br>(QUP = 001)<br>(ICQ = 000)<br>For all other MOPs/PMTs<br>51100EAGHFED<br>(QUP = 001)<br>(ICQ = 000) |
| 8145 012622983 | 15450-2                       |   |
| 8145 012622984 | 15450-3                       |   |
| 8145 012622985 | 15450-4                       |   |
| 8145 012622986 | 15450-5                       |   |
| 8145 012622987 | 15450-6                       |   |
| 8145 012622988 | 15450-7                       |   |

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: Program Manager - 215-697-2063

Norfolk, VA - 757-445-9099 ext.

124 Yokosuka, JAPAN - 011-81-

46-816-6304

Cherry Point, NC - 252-

466-2331 Lemoore, CA -  
559-998-0220  
Jacksonville, FL - 904-542-1014  
Okinawa, JAPAN - 011-81-46-  
816-6304 San Diego, CA - 619-  
545-8360  
Iwakuni, JAPAN - 011-81-46-816-6304  
Puget Sound, WA - 360-  
476-9777 Bahrain - 318-  
439-9553

9. REUSABLE NSN CONTAINERS FOR FOREIGN MILITARY SALES (FMS), JOINT PROGRAM OFFICE (JPO) OR OTHER FOREIGN FORCES ACQUISITION

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

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

10. HAZARDOUS MATERIALS. This section applies when items to be delivered under this contract are considered hazardous materials as defined by the Code of Federal Regulations (CFR) Title 49, FED-STD-313, or by the Government's technical representative.

a. Packaging and marking for hazardous materials shall comply with applicable requirements for Performance Oriented Packaging (POP) contained in 49 CFR and the international modal regulations. All performance test requirements shall be supported by test certificates and reports attesting to the date and the results obtained from performance oriented packaging testing. The contractor shall be responsible for assuring that sources providing performance testing services are registered with the U.S. Department of Transportation (DOT). The contractor's signed certification that the packaged configuration meets the applicable modal regulation shall be incorporated on the Wide Area Workflow Receiving Report (WAWF RR), DD Form 250, Material Inspection and Receiving Report, or other related acceptance documents if a WAWF RR, DD Form 250 is not used. The Shipper's Declaration for Dangerous Goods (SDDG) must be included for all air shipments, if required. All test certificates, reports and training records shall be available for inspection by authorized Government representatives for a period of three years.

b. When a contract/order for hazardous material requires shipment to a military aerial port or through a military container consolidation point including DODAACs SW3225, SW3123, SW3142, N45627, FB4427, FB9150, FB4497, FY8910, FY9125, FB4418, FY4462, FB4484, FY4494, those shipments shall comply with NAVSUP PUB 505/AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipment.



11. 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 Safety Data Sheets (SDSs) and Globally Harmonized System (GHS) compliant product label, when applicable, to the NAVSUP WSS or DLA Contracting Officer prior to award. An electronic copy in PDF format of the SDS and GHS product labels must also be emailed to NAVSUP WSS Code N242 at [hazmat.navsupwss@navy.mil](mailto:hazmat.navsupwss@navy.mil). Please include the NSN, CAGE, Part Number, contract number, and point of contact for hazardous material questions in the body of the email.
12. REPACKAGING TO CORRECT PACKAGING DEFICIENCIES
- Notwithstanding inspection and acceptance by the Government of items furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor guarantees that the preservation, packaging, packing and marking (PPP&M), and the preparation of, and method of shipment of such items will conform to the requirements of this contract.
  - Items that do not conform to the PPP&M requirements of this contract may have a supply discrepancy report (SDR, SF-364) written against the contractor.
  - The Government may at the option of the PCO or ACO, correct PPP&M deficiencies, without prior contractor notification, and require an equitable adjustment in the contract price to cover labor and material when corrective actions are warranted, or return the non-conforming material to the contractor for repackaging at the contractor’s expense.

WSSTERMEZ03 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) In accordance with FAR Clause 52.246-11, the contractor shall comply with one of the following Quality Management Systems listed below by checking the appropriate block or propose an equivalent system by checking the “Other” block:

ISO 9001 Quality Management Systems – Requirements

SAE AS9100 Quality Management Systems - Aerospace Requirements

OTHER (Specify) \_\_\_\_\_

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

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

(b) Measuring and Test Equipment - The contractor shall comply with one of the following Calibration Standards listed below by checking the appropriate block or propose an equivalent standard by checking the “Other” block:

NCSL Z540.3 Requirements for Calibration of Measuring and Test Equipment



( ) ISO 10012 Requirements for Measurement Processes and Measuring Equipment ( ) OTHER (Specify) \_\_\_\_\_

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

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

#### E04 - INSPECTION AND ACCEPTANCE AT ORIGIN (REPAIRABLE ASSEMBLIES)

Inspection shall be performed at the source by the cognizant government inspector at the contractor's or subcontractor's plant. Acceptance shall occur at the Chesapeake, VA facility (Raytheon IIS, Cage Code: 9F3587), 1110 International Pkwy, Suite 100, Chesapeake, VA 23323.

#### WSSTERMFZ05FMS Delivery and Shipping Instructions

Material to be delivered FOB Origin at or near contractor's plant in the manner specified below. Use of Agency Official Indicia mail by contractors is not authorized. Quantities will not be divided into mail able lots for the express purpose of avoiding movement by other modes of transportation. Consignment instructions provided herein are subject to change. In order to obtain the most current "Ship To" and "Mark For" information, the contractor is required to contact the cognizant DCMA Transportation Office ten days prior to shipment.

#### MATERIAL/TRANSPORTATION DATA:

If shipment qualifies as a small parcel under current specifications, ship via a Mode 5 small parcel carrier within the Continental United States (CONUS). Contractor will add prepaid transportation charges as a separate item on the invoice for reimbursement purposes.

If shipment does not qualify as a small parcel (Mode 5) shipment, ship to the Freight Forwarder on a collect commercial Bill of Lading.

International FMS Parcel Post (PP) shipments destined for the Government of Canada will be made via "Certificate of Mailing" using United States Postal Service (USPS) Form 3817, 3877 or 3877A.

If an X appears in the following parentheses ( ), ship on a Prepaid Commercial Bill of Lading (CBL). Request transportation instructions from the cognizant DCMA transportation Office. Transportation Account Code (TAC) ( ) applies.

#### SPECIAL MARKINGS:

For record accounting identification purposes, the Document Number, National Stock Number (NSN), and Supplementary Address, which appear under each line item(s) subclin, must be referenced in all

## Contracts, Invoices, Shipping, Inspection, and Financial Documents.

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

(NOTE: The 14-15 position Requisition Number, which can be found under each line item(s) subclin, shall be bar coded vice the

Contract  
number

.) Bar  
Code

Line 1:

National Stock Number (NSN) or CAGE and Part  
Number (if no NSN) Bar Code Line 2:

Requisition Number(s) (be sure to include each Requisition Number in  
the multi-pack) Bar Code Line 3:

Unit of Issue, Quantity, Unit Price, Supplementary Address

The information to be bar coded is reflected in the  
DD250 as follows: Block 13 Supplementary Address (6  
position alphanumeric code) Block 16 National Stock  
Number (NSN) or CAGE/Part Number

Block 17

Quantity

Block 18

Unit (of  
Issue)

Block 19

Unit

Price

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

(1) Attach four (4) copies of DD250 in waterproof envelope  
outside of shipping container.

(2) Forward two (2) copies of DD250 annotated by carrier as proof of  
shipment to NAVSUP WSS-PHIL, 700 Robbins Avenue, Philadelphia,  
PA 19111, Code N524, at the time of shipment.

(3) Forward three (3) copies of DD250 to designated Freight Forwarder.

(4) Where NAVSUP WSS -PHIL is the status control activity, forward two (2) copies

of

DD250 to the attention of NAVSUP WSS PHIL Code N842. Where the status control activity is other than NAVSUP WSS -PHIL, forward one (1) copy of DD250 to NAVSUP WSS -PHIL Code N842 and one (1) copy of DD250 to the status control activity. (5) Forward one (1) copy of DD250 to NAVSUP WSS -PHIL Code N52 ( )

HQ E-2-0003 Calibration System Requirements (NAVSEA) (Apr 2015) Modified May 2018 Calibration System Requirements. The calibration measuring and testing equipment shall, as a minimum, adhere to the requirements of NAVSEA 04-4734B, Navy and Marine Corps Calibration Laboratory Audit/Certification Manual (1 December 2006), ISO/IEC 17025 General Requirements for the Competence of Testing and Calibration Laboratories (2<sup>nd</sup> Edition) (15 May 2005), or ANSI/NCSL Z540.3 Requirements for the Calibration of Measuring and Test Equipment (3 August 2006).

252.219-7003 Small Business Subcontracting Plan (DoD Contracts)-BASIC (May 2019) This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) Definitions. As used in this clause—

“Summary Subcontract Report (SSR) Coordinator” means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense level and is responsible for acknowledging receipt or rejecting SSRs submitted under an individual subcontracting plan in eSRS for the Department of Defense.

(b) Subcontracts awarded to qualified nonprofit agencies designated by the N00383-20- D-W801 Committee for Purchase From People Who Are Blind or Severely Disabled (41 U.S.C.8502-8504), may be counted toward the Contractor’s small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—

- (1) Protege firms which are qualified organizations employing the severely disabled; and
- (2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan.

Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f) (1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) Submit the consolidated SSR for an individual subcontracting plan to the "Department of Defense."

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

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) The authority to acknowledge receipt of or reject SSRs submitted under an individual subcontracting plan resides with the SSR Coordinator.

(g) Include the clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.219-7004, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS 219.702-70, if the subcontract is expected to exceed the applicable threshold specified in Federal Acquisition Regulation 19.702(a) and to have further subcontracting opportunities.

252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Dec 2018)

(a) Definitions. As used in this clause—  
"600 series of the Commerce Control List" means the series of 5-character export control classification numbers (ECCNs) of the Commerce Control List of the Export Administration Regulations

in 15 CFR part 774, supplement No. 1. that have a "6"

as the third character. The 600 series constitutes the munitions and munitions-related ECCNs within the larger Commerce Control List. (See definition of “600 series” in 15 CFR 772.)

“Communist Chinese military company” means any entity, regardless of geographic location that is—

- (1) A part of the commercial or defense industrial base of the People’s Republic of China including a subsidiary or affiliate of such entity; or
- (2) Owned or controlled by, or affiliated with, an element of The Government or armed forces of the People’s Republic of China. “Item” means—
  - (1) A USML defense article, as defined at 22 CFR 120.6;
  - (2) A USML defense service, as defined at 22 CFR 120.9; or
  - (3) A 600 series item, as defined at 15

CFR 772.1. “United States Munitions List” means the munitions list of the International Traffic in Arms Regulation in 22 CFR part 121.

- (b) Any items covered by the United States Munitions List or the 600 series of the Commerce Control List that are delivered under this contract may not be acquired, directly or indirectly, from a Communist Chinese military company.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts for items covered by the United States Munitions List or the 600 series of the Commerce Control List.

## 252.234–7003 Notice of Cost and Software Data Reporting System (Nov 2014)

- (a) This solicitation includes—
  - (1) The Government-approved cost and software data reporting (CSDR) plan for the contract, DD Form 2794; and
  - (2) The related Resource Distribution Table.
- (b) As part of its proposal, the Offeror shall—
  - (1) Describe the process to be used to satisfy the requirements of the DoD 5000.04-M-1, CSDR Manual, and the Government- approved CSDR plan for the proposed contract;
  - (2) Demonstrate how contractor cost and data reporting (CCDR) will be based, to the maximum extent possible, upon actual

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- cost transactions and not cost allocations;
  - (3) Demonstrate how the data from its accounting system will be mapped into the standard reporting categories required in the CCDR data item descriptions;
  - (4) Describe how recurring and nonrecurring costs will be segregated;
  - (5) Provide comments on the adequacy of the CSDR contract plan and related Resource Distribution Table; and
  - (6) Submit the DD Form 1921, Cost Data Summary Report, and DD Form 1921-1, Functional Cost-Hour Report, with its pricing proposal.
- (c) CSDR reporting will be required for subcontractors at any tier with a subcontract that exceeds \$50 million. The offeror shall identify, by providing comments on the Resource Distribution Table, the subcontractors, or, if the subcontractors have not been selected, the subcontracted effort in this category.

## SPECIAL CONTRACT REQUIREMENTS for Delivery Order N00383-22-F-0W81

### DFARS 252.217-7027 CONTRACT DEFINITIZATION (DEC 2012)

(a) A Firm Fixed Price contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the un-definitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a firm, fixed price proposal, and certified cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

| Definitization Schedule |   |   |
|-------------------------|---|---|
| Event                   | Start   | Est Completion                                  |
| UCA Award/ Order        | Mid-July 2022                                   | Mid-July 2022                                   |
| Proposal Receipt        | Upon receipt of order                           | 90 days after order issuance                    |
| Negotiations            | After completion of Gov't approvals             | 150 days after negotiation commencement         |
| Definitization          | Receipt of Certificate of Cost and Pricing Data | 180 days after receipt of adequate KTR proposal |

- (c) If agreement on a definitive contract action to supersede this un-definitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

- (i) All clauses required by the FAR on the date of execution of this un-definitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) (All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this un-definitized contract action shall continue in effect, except those that by their nature apply only to an un-definitized contract action.

- (d) The definitive contract resulting from this un-definitized contract action will include a negotiated cost/price ceiling in no event to exceed the amount stated in the order.

FAR 52.216-24 -- Limitation of Government Liability (APR 1984)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$6,499,825.00.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$6,499,825.00.