

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER 1300965616-0001		PAGE 1 OF 21					
2. CONTRACT NO. N68936-13-P-0670		3. AWARD/EFFECTIVE DATE 10-Sep-2013		4. ORDER NUMBER		5. SOLICITATION NUMBER N68936-13-T-0257		6. SOLICITATION ISSUE DATE 29-Aug-2013			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TERRYL MITCHELL			b. TELEPHONE NUMBER (No Collect Calls) (760) 939-1998		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 03 Sep 2013				
9. ISSUED BY CDR NAWCWD CODE 254200D ATTN: T MITCHELL (760) 939-1998 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6100 TEL: (760) 939-1998 FAX: (760) 939-3095		CODE N68936		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 750 NAICS: 332999		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS Net 30 Days			
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE					
17a. CONTRACTOR/OFFEROR TRUSTED SYSTEMS, INC CRAIG TOYE 86 YORK ST STE 3 TANEYTOWN MD 21787-2159 TEL. 410-756-3300 EXT. 205		CODE QVRMD		18a. PAYMENT WILL BE MADE BY NAVY ERP NAVAIR WD, CODE J26000D 1 ADMIN CIRCLE MAIL STOP 1318 CHINA LAKE CA 93555-5000		CODE N64141					
FACILITY CODE											
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input checked="" type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE SCHEDULE									
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$129,817.00					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Faith L Lagore</i>				31c. DATE SIGNED 10-Sep-2013			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) FAITH L LAGORE / PROCURING CONTRACTING OFFICER TEL: (760) 939-0852 EMAIL: faith.lagore@navy.mil					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

QUOTE # 061913CT-Rev1 DATED 7/8/2013

PARTIAL SHIPMENT/PARTIAL PAYMENT IS ACCEPTABLE BY COMPLETE LINE ITEM ONLY.

VENDOR CONTACT:

NAME: Craig Toye

PHONE: (443) 789-2009

FAX: (410) 756-3345

EMAIL: craig@trustedsys.com

TECHNICAL CONTACT:

NAME: [(b)(6)]

PHONE: [(b)(6)]

EMAIL: [(b)(6)]

SHIPPING INSTRUCTIONS ARE LOCATED IN SECTION F OF THIS DOCUMENT.

INVOICING INSTRUCTIONS ARE LOCATED IN SECTION G OF THIS DOCUMENT.

THIS VENDOR IS A SMALL BUSINESS UNDER NAICS 332999.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	For six OTM down range sites to house CP FFP TSM521WDFC SCIF-in-a-Box® GSA Class 5 IPS Container, 52Hx27Wx45D, X09 lock installed Fan Cooled, 115VAC fans, 3700W max cooling, electrostatic air filter Rack not included Single cable entry, mounting bracket for PDS junc box (TSM1010-JB) power strip (5 outlet, 15ft cord, NEMA 5-15)	1	Each	\$14,750.00	\$14,750.00
	FOB: Destination PURCHASE REQUEST NUMBER: 1300365616-0001 ADDITIONAL MARKINGS: NAWCWD, [(b)(6)]				
				NET AMT	\$14,750.00
	ACRN AA CIN: 130036561600001				\$14,750.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	thermostatic fan controller FFP TSM-AC-TFC Thermostatic Fan Controller, AC Fans	1	Each	\$225.00	\$225.00
	FOB: Destination PURCHASE REQUEST NUMBER: 1300365616-0001 ADDITIONAL MARKINGS: NAWCWD, [(b)(6)]				
				NET AMT	\$225.00
	ACRN AA CIN: 130036561600011				\$225.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Class 5 safe FFP TSM2526U-RF 19" Roll-out Frame Assy, TSM521 Series, 50" Service Tracks, 26U, 25"D	1	Each	\$1,365.00	\$1,365.00
FOB: Destination PURCHASE REQUEST NUMBER: 1300365616-0001 ADDITIONAL MARKINGS: NAWCWD, [(b)(6)]					
NET AMT					\$1,365.00
ACRN AA CIN: 130036561600012					\$1,365.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	thermostatic fan controller FFP TSM444-BCB Red/Black Separation Cable Entry Box, 4x4x4	1	Each	\$275.00	\$275.00
FOB: Destination PURCHASE REQUEST NUMBER: 1300365616-0001 ADDITIONAL MARKINGS: NAWCWD, [(b)(6)]					
NET AMT					\$275.00
ACRN AA CIN: 130036561600013					\$275.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		6	Each	\$9,975.00	\$59,850.00
	For six OTM down range sites to house CP FFP				
	TSM281WDFC "SCIF-in-a-Box@ GSA Class 5 IPS Container, 28Hx27Wx45D, X09 lock installedFan Cooled, 115VAC fans, 1290W max cooling, electrostatic air filter Rack not includedSingle cable entry, mounting bracket for PDS junc box (TSM10I0-JB) power strip (5 outlet, 15ft cord, NEMA 5-15)"				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 1300365616-0001				
	ADDITIONAL MARKINGS: NAWCWD, [(b)(6)]				
				NET AMT	\$59,850.00
	ACRN AA				\$59,850.00
	CIN: 130036561600014				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		6	Each	\$225.00	\$1,350.00
	thermostatic fan controller FFP				
	TSM-AC-TFC Thermostatic Fan Controller, AC Fans				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 1300365616-0001				
	ADDITIONAL MARKINGS: NAWCWD, [(b)(6)]				
				NET AMT	\$1,350.00
	ACRN AA				\$1,350.00
	CIN: 130036561600015				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	19" rollout frame assembly FFP TSM2513U-RF 19" Roll-out Frame Assy, TSM281 Series, 50" Service Tracks, 13U, 25"D	6	Each	\$1,259.00	\$7,554.00
FOB: Destination PURCHASE REQUEST NUMBER: 1300365616-0001 ADDITIONAL MARKINGS: NAWCWD, [(b)(6)]					

NET AMT \$7,554.00

ACRN AA \$7,554.00
 CIN: 130036561600016

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	separation cable entry box FFP TSM444-BCB Red/Black Separation Cable Entry Box, 4x4x4	6	Each	\$275.00	\$1,650.00
FOB: Destination PURCHASE REQUEST NUMBER: 1300365616-0001 ADDITIONAL MARKINGS: NAWCWD, [(b)(6)]					

NET AMT \$1,650.00

ACRN AA \$1,650.00
 CIN: 130036561600017

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Support 4 KTM C KGs. FFP TSM131WDFC GSA Class 5 IPS Container, 13Hx24Wx36D, X09 lock installed Fan Cooled, 490-650W cooling capacity, 110VAC, washable air filter Single cable entry, power strip (5 outlet, 15ft cord, NEMA 5-15)	4	Each	\$7,795.00	\$31,180.00

FOB: Destination
 PURCHASE REQUEST NUMBER: 1300365616-0001
 ADDITIONAL MARKINGS: NAWCWD, [(b)(6)]

NET AMT \$31,180.00

ACRN AA \$31,180.00
 CIN: 130036561600018

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	thermostatic fan controller FFP TSM-AC-TFC Thermostatic Fan Controller, AC Fans	4	Each	\$225.00	\$900.00

FOB: Destination
 PURCHASE REQUEST NUMBER: 1300365616-0001
 ADDITIONAL MARKINGS: NAWCWD, [(b)(6)]

NET AMT \$900.00

ACRN AA \$900.00
 CIN: 130036561600019

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		4	Each	\$275.00	\$1,100.00
	separation cable entry box				
	FFP				
	TSM444-BCB Red/Black Separation Cable Entry Box, 4x4x4				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 1300365616-0001				
	ADDITIONAL MARKINGS: NAWCWD, [(b)(6)]				

NET AMT \$1,100.00

ACRN AA \$1,100.00
 CIN: 130036561600020

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		4	Each	\$425.00	\$1,700.00
	19" slide-out rack assembly				
	FFP				
	TSM2006U-SR 19" Slide-Out Rack Assy, TSM131WD Series (tapped Rails) 6U, 20"D				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 1300365616-0001				
	ADDITIONAL MARKINGS: NAWCWD, [(b)(6)]				

NET AMT \$1,700.00

ACRN AA \$1,700.00
 CIN: 130036561600021

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	30" support stand FFP TSM30H-131WD-SS	4	Each	\$635.00	\$2,540.00
	30"H Support Stand for 131WD model				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 1300365616-0001				
	ADDITIONAL MARKINGS: NAWCWD, [(b)(6)]				

NET AMT \$2,540.00

ACRN AA \$2,540.00
CIN: 130036561600022

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	shipping and handling FFP	1	Lot	\$5,378.00	\$5,378.00
	Shipping & Handling Dock-to-dock delivery to China Lake, CA 93555 (LOT - Same Day)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 1300365616-0001				
	ADDITIONAL MARKINGS: NAWCWD, [(b)(6)]				

NET AMT \$5,378.00

ACRN AB \$5,378.00
CIN: 130036561600023

Section E - Inspection and Acceptance

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E-TXT-04 INSPECTION AND ACCEPTANCE (DESTINATION) (APR 2002)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	23-DEC-2013	1	N/A FOB: Destination	
0002	23-DEC-2013	1	N/A FOB: Destination	
0003	23-DEC-2013	1	N/A FOB: Destination	
0004	23-DEC-2013	1	N/A FOB: Destination	
0005	23-DEC-2013	6	N/A FOB: Destination	
0006	23-DEC-2013	6	N/A FOB: Destination	
0007	23-DEC-2013	6	N/A FOB: Destination	
0008	23-DEC-2013	6	N/A FOB: Destination	
0009	23-DEC-2013	4	N/A FOB: Destination	
0010	23-DEC-2013	4	N/A FOB: Destination	
0011	23-SEP-2013	4	N/A FOB: Destination	
0012	23-SEP-2013	4	N/A FOB: Destination	
0013	23-SEP-2013	4	N/A FOB: Destination	
0014	23-SEP-2013	1	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

F-TXT-10 **SHIPPING INSTRUCTIONS (CHINA LAKE) (JUL 2013)**
SHIP TO: NAVAL AIR WARFARE CENTER WEAPONS DIVISION (NAWCWD)
 Receiving Officer, Code 822223D
 Bldg. 1024, Blandy Ave.
 N68936-13-P-0670
 China Lake, CA 93555-6100
 Attn: (b)(6)]
 Code & Phone: [(b)(6)]

Failure to mark each shipping label and packing list as indicated above may result in return of shipment at your expense, or will cause a delay in processing your invoice for payment.

DOCK HOURS are Monday through Thursday, and Alternating Fridays, 0730-1530. If you anticipate making delivery on a Friday please call Receiving at (760)939-2186 to verify receiving dock hours.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH2C 260 77777 0 050120 2F 000000
 COST CODE: A00001823087
 AMOUNT: \$124,439.00
 CIN 130036561600001: \$14,750.00
 CIN 130036561600011: \$225.00
 CIN 130036561600012: \$1,365.00
 CIN 130036561600013: \$275.00
 CIN 130036561600014: \$59,850.00
 CIN 130036561600015: \$1,350.00
 CIN 130036561600016: \$7,554.00
 CIN 130036561600017: \$1,650.00
 CIN 130036561600018: \$31,180.00
 CIN 130036561600019: \$900.00
 CIN 130036561600020: \$1,100.00
 CIN 130036561600021: \$1,700.00
 CIN 130036561600022: \$2,540.00

AB: 97X4930 NH2C 252 77777 0 050120 2F 000000
 COST CODE: A00001823087
 AMOUNT: \$5,378.00
 CIN 130036561600023: \$5,378.00

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

- (a) Definitions. as used in this clause--
 "Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
 "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
 "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall--
 (1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and
 (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.
- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s). Combo

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer. N68936

(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*	Data to be entered in WAWF
Field Name in WAWF	
Pay Official DoDAAC:	N64141
Issue By DoDAAC:	N68936
Admin DoDAAC:	N68936
Inspect By DoDAAC:	_____
Ship To Code:	N68936
Ship From Code:	_____
Mark For Code:	_____
Service Approver (DoDAAC):	_____
Service Acceptor (DoDAAC):	_____
Accept at Other DoDAAC:	_____
LPO DoDAAC:	_____
DCAA Auditor DoDAAC:	_____
Other DoDAAC(s):	_____

(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 email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

[(b)(6)]
 [(b)(6)]

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.212-4	Contract Terms and Conditions--Commercial Items	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-3	Protest After Award	AUG 1996
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	MAY 2013
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013) (DEVIATION 2009-O0005: MAY 2009)

(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 (\$1,500,000 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 (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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 clause 52.222-40.

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

(ix) 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)).

(x) 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.*).

(xi) 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.*)

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 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.

(xiv) 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.

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

United States law will apply to resolve any claim of breach of this contract.

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): <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil>.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 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 number.

"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 [IUID Equivalents](#).

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

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

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

"Government's unit acquisition cost" means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., 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 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.

“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 UII Types.

(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) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line item No	Item description
N/A	N/A

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number N/A.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

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

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

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

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

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

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

(4) 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; 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 the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(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 unique item identification under paragraph (c)(1)(i) or (ii) of this clause, 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, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at [Data Submission Info](#) .

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item 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.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.