

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER 1300141808		PAGE 1 OF 13					
2. CONTRACT NO. N68936-10-P-0179		3. AWARD/EFFECTIVE DATE 07-Jan-2010		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL:			a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME			
9. ISSUED BY CDR NAWCWD CODE 264200D ATTN: S. HANSEN (760) 939-8295 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555  TEL: (760) 939-8295 FAX: (760) 939-8144			CODE N68936		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 6(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 1000 NAICS: 336413			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" 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 type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS Net 30 Days	
15. DELIVER TO  <b>SEE SCHEDULE</b>			CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			CODE			
17a. CONTRACTOR/OFFEROR INSITU, INC. ALISON WATSON 118 E COLUMBIA RIVER WAY BINGEN WA 98605-9086  TEL: (509)493-6542			CODE 02FP7		18a. PAYMENT WILL BE MADE BY NAVY ERP NAVAIR WD, CODE J26000D 1 ADMIN OFFICE 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			
<b>SEE SCHEDULE</b>											
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>							26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$17,176.42</b>				
<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>Tracy L. Allen</i>			31c. DATE SIGNED 07-Jan-2010			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TRACY L ALLEN / PROCURING CONTRACTING OFFICER TEL: (760) 939-3793 EMAIL: tracy.l.allen@navy.mil						

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

PAGE 2 OF 13

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
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE		
		42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

QUOTE DATED 1/04/2010

PARTIAL SHIPMENT/PARTIAL PAYMENT IS NOT ACCEPTABLE.

VENDOR CONTACT:

NAME: Alison Watson

PHONE: 509-493-6388

FAX:

EMAIL: Ex(b)4

EX(b)4

TECHNICAL CONTACT:

NAME: Dan Allen

PHONE: 760-939-6100

EMAIL: daniel.allen@navy.mil

SHIPPING FEES ARE LOCATED IN SECTION B OF THIS DOCUMENT CALLED OUT AS 'TAC AMOUNT'.

SHIPPING INSTRUCTIONS ARE LOCATED IN SECTION F OF THIS DOCUMENT.

INVOICING INSTRUCTIONS ARE LOCATED IN EMAIL DISTRIBUTION.

**ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:**

Bilateral Modifications issued by the Department of Defense agencies are no longer assigned an official "P0000" number until the contracting officer has released/signed the modification. This change is a result of the Defense Finance and Accounting Service (DFAS) Business Management Modernization Program (BMMP) requirement that modifications are to be released in numerical order without skipping any "P0000" numbers.

To accommodate this change the Standard Procurement System (SPS) now assigns a unique Modification Control Number (MCN) to each modification when it is created. The MCN was established for contractors to track the approved version of the modification. This number, unique to the modification, is included on both the draft modification and the released/signed modification. The MCN can be found in Block 14 of all modifications. The use of the MCNs ensures DFAS only receives modifications in numerical order

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	\$17,176.42	\$17,176.42
	Repair Parts				
	FFP				
	1) Rope, Transmission Super Wedge Launche. QTY 3. Price Ex(b)4 ca. Total Price Ex (b)4				
	2) Bungee, Capture #163170P01. QTY 4. Price Ex(b)4 ca. Total Price Ex(b)4				
	3) Bungee, Lateral, #6010305P01 (Black). QTY 2. Ex(b)4 ca. Total Price Ex(b)4				
	4) Assembly, Cocking Winch (Land). QTY 1. Ex(b)4 a. Total Price Ex(b)4				
	5) Assembly, Cocking Winch Strap. QTY 1. Ex(b)4 ca. Total Price . Ex(b)4				
	6) Plate, Slamming (Shoe Horn Slammers). QTY 2. Ex(h)4 a. Total Price Ex(b)4				
	7) Arresting Pulleys. QTY 4. Ex(b)4 ca. Total Price Ex(b)4				
	8) Small Pulleys (15mm Bore). QTY 8. Ex(b)4 a. Total Price Ex(b)4				
	9) Large Pulleys (15mm Bore). QTY 10. Ex(b)4 a. Total Price Ex(b)4				
	10) Shaft, Aluminum Precision, Anodized. QTY 17. Ex(b)4 a. total Price Ex(b)4				
	11) Ski Ramp, Launcher. QTY 1. Ex(b)4 ca. Total Price Ex(b)4				
	12) Gripper Brake Pad, Upper Carriage Chassis. QTY 1. Ex(b)4 a. Total Price Ex(b)4				
	13) Reinforcement Kit. QTY 1. Ex(b)4 a. Total Price Ex(b)4				
	FOB: Freight Prepaid				
	NSN: 19401000000712				
	PURCHASE REQUEST NUMBER: 1300141809				
	ADDITIONAL MARKINGS: NAWCWD, Dan Allen, 412000D, 760-939-6100				
	TAC: N/A		ACRN AA	FUNDED AMOUNT	\$17,176.42
	TAC AMOUNT: 663.41				
	CIN: 130014180900001				

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

**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	07-APR-2010	1	N/A FOB: Freight Prepaid	

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-32	F.O.B. Origin, Freight Prepaid	FEB 2006
52.247-65	F.O.B. Origin, Prepaid Freight--Small Package Shipments	JAN 1991

## CLAUSES INCORPORATED BY FULL TEXT

**F-TXT-09 PREPAID SHIPMENT/REIMBURSABLE TRANSPORTATION**

Transportation shall be prepaid by the contractor subject to reimbursement by the Government. Material will be delivered F.O.B. supplier's plant, with shipment to be made to destination(s) specified herein. The transportation cost is to be shown on the same invoice as supplies are billed, but as a separate item. The contractor is also required to furnish a freight receipt when the freight charges are over \$100.00. The contractor agrees to retain related transportation billings paid separately for a period of three years and to furnish such bills to the Government when requested for audit purposes. For obligation purposes only, the transportation costs chargeable to the funds indicated (TAC #N/A) are estimated to be \$663.41.

**F-TXT-10 SHIPPING INSTRUCTIONS (CHINA LAKE) (MAR 2007)**  
SHIP TO: NAVAL AIR WARFARE CENTER WEAPONS DIVISION (NAWCWD)  
Receiving Officer, Code 82223D  
Bldg. 1024, Blandy Ave.  
N68936-10-P-0179  
China Lake, CA 93555-6100

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)939-2185 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: A00000340924  
AMOUNT: \$17,176.42  
CIN 130014180900001: \$17,176.42

## Section 1 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	APR 2008
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
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 (SEP 2009) (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)(i) 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 (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

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

- (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
  - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
  - (vii) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
  - (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 (Jan 2009).
  - (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.

#### **52.252-2 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): <http://www.arnet.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 (AUG 2008)**

- (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 UIID 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, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subtitle, 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 non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet’s Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

“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, subtitle, 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, subtitle, 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).

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2009)(DEVIATION 2004-O0002: APR 2004)**

In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items clause of this contract FAR 52.212-5 (DEVIATION), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, (JUN 2005) Alternate I (APR 2003) (10 U.S.C. 2241 note).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

(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.

(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 authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) 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; or

(4) 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).

(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.