

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER 1300258556		PAGE 1 OF 26		
2. CONTRACT NO. N00039-12-D-0104		3. AWARD/EFFECTIVE DATE 05-Jul-2012	4. ORDER NUMBER		5. SOLICITATION NUMBER N00039-12-R-0045		6. SOLICITATION ISSUE DATE 17-May-2012	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SHANE H DERBY			b. TELEPHONE NUMBER (No Collect Calls) 619-524-7181		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 28 Jun 2012	
9. ISSUED BY COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127 TEL: FAX:		CODE N00039	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 1000 NAICS: 334112			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS
15. DELIVER TO SPAWAR SYSTEM CENTER PACIFIC TREY WEBB PH SUPPORT OFFICE NBVC VENTURA CO BLDG 507 507 PATTERSON RD PORT HUENEME CA 93043		CODE N66001	16. ADMINISTERED BY DCMA MANASSAS 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 201092342			CODE S2404A SCD: C		
17a. CONTRACTOR/OFFEROR REDHAWK IT SOLUTIONS LLC 2689 MAPLE RIDGE DR WOODBIDGE VA 22192-3826 TEL.		CODE 4TBM6	18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264			CODE HQ0338		
FACILITY CODE			17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input 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					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,716,777.18			
<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 0 COPIES 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. <input type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE REDHAWK IT SOLUTIONS LLC <input checked="" type="checkbox"/> OFFER DATED 28-Jun-2012 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>David J Chesnut</i>			31c. DATE SIGNED 05-Jul-2012		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DAVE CHESNUT / CONTRACTING OFFICER TEL: 858-537-0364 EMAIL: david.chesnut@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
<p>SEE SCHEDULE</p>					

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	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

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 SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001 FFP		267	Each	\$1,117.16	\$298,281.72
	Printer HP LaserJet Enterprise 600 Printer P/N CE992A#201 FOB: Destination PR Number: 1300258556				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002 FFP		267	Each	\$282.67	\$75,472.89
	Printer Case Pelican Case P/N 1660-020-110 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003 FFP		427	Each	\$160.12	\$68,371.24
	All in One HP Officejet Pro 8600 e-All-in-One P/N CM749A#B1H FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004 FFP		427	Each	\$282.67	\$120,700.09
	All in One Case Pelican Case P/N 1660-020-110 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005 FFP		12	Each	\$232.47	\$2,789.64
	Mobile Printer HP Officejet 100 Mobile Printer P/N CN551A#B1H FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006 FFP		12	Each	\$102.07	\$1,224.84
	Mobile Printer Case Pelican Case P/N 1500-000-110 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007 FFP		29	Each	\$165.88	\$4,810.52
	Printer HP Officejet K7000 Wide Format Printer P/N C9299A#B1H FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008 FFP		29	Each	\$319.00	\$9,251.00
	Printer Case Pelican Case P/N 1690-000-110 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009 FFP		16	Each	\$1,915.20	\$30,643.20
	Large Format Printer with Stand HP DesignJet 510 24" Large Format Printer with Stand P/Ns CH336A#B1K and CN532A FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010 FFP		92	Each	\$1,688.50	\$155,342.00
	100Base TX Switch Cisco Catalyst 100BaseTX Switch P/N WS-C3560V2-24TS-S FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011 FFP		15	Each	\$189.35	\$2,840.25
	Transceiver 3COM 100BASE-FX Dual-Mode SFP Transceiver P/N JD497A FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012 FFP		118	Each	\$594.00	\$70,092.00
	Fiber Optic Splice Cartridge Stran Technologies Fiber Optic Splice Cartridge P/N 900-0065 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013 FFP		59	Each	\$741.04	\$43,721.36
	Fiber Optic Cable Black Box Distribution Style Fiber Optic Cable 6 Core Plenum P/N EXP3006A-2000 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0014 FFP		885	Each	\$5.41	\$4,787.85
	Fiber Optic SC Connector 3M Crimplok Fiber Optic SC Connector P/N 6900 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0015 FFP		354	Each	\$5.41	\$1,915.14
	Fiber Optic ST Connector 3M Crimplok Fiber Optic ST Connector P/N 6901 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016 FFP		708	Each	\$9.43	\$6,676.44
	Optical Fiber Splice 3M Fibrlok II Universal Optical Fiber Splice P/N 2529 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0017 FFP		310	Each	\$214.53	\$66,504.30
	IP Phone CISCO IP Phone P/N CP-7942G FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0018 FFP		19	Each	\$12,710.25	\$241,494.75
	Mobile VTC CIS Secure Computing Tactical Mobile VTC P/N DTD-FRC20 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0019 FFP		10	Each	\$99.99	\$999.90
	Surge Suppressor Tripp Lite Isobar 12 Outlet 120V Surge Suppressor P/N IBAR12 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0020 FFP		213	Each	\$1,574.46	\$335,359.98
	Uninterruptible Power Supply APC Smart-UPS 2200VA RM 3U 120V/230V In 120V Out Uninterruptible Power Supply P/N SU2200R3X167 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021 FFP		10	Each	\$5,145.00	\$51,450.00
	Broadband Global Area Network Terminal Thrane & Thrane Explorer 700 Broadband Global Area Network Terminal P/N TT-3720A FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0022 FFP		2	Each	\$725.96	\$1,451.92
	Scanner Panasonic Scanner P/N KV-S1025C-S FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0023 FFP		115	Each	\$134.65	\$15,484.75
	Laptop Case Pelican Laptop Case P/N 1495-000-110 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0024 FFP		10	Each	\$1,188.00	\$11,880.00
	BGAN Warranty Extension Three (3) year warranty extension from standard two (2) year original equipment manufacturer (OEM) warranty to a total of five (5) year warranty coverage for Broadband Global Area Network Terminal units identified in Item 0021 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0025 FFP		330	Each	\$288.58	\$95,231.40
	Laptop Case Pelican Laptop Case P/N 1630-000-110 FOB: Destination				

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUL-2012 TO 30-JUN-2013	N/A	SPAWAR SYSTEM CENTER PACIFIC TREY WEBB PH SUPPORT OFFICE NBVC VENTURA CO BLDG 507 507 PATTERSON RD PORT HUENEME CA 93043 (805) 982-2847 FOB: Destination	N66001
0002	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0003	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0004	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0005	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0006	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0007	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0008	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0009	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0010	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0011	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0012	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0013	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001

0014	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0015	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0016	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0017	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0018	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0019	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0020	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0021	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0022	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0023	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0024	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0025	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government

0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government
0022	Destination	Government	Destination	Government
0023	Destination	Government	Destination	Government
0024	Destination	Government	Destination	Government
0025	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items FEB 2012

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2012)

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

(1) 52.222-50, 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)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 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)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (11) [Reserved]

___ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

- ____ (ii) Alternate I (Oct 2001) of 52.219-9.

- ____ (iii) Alternate II (Oct 2001) of 52.219-9.

- ____ (iv) Alternate III (Jul 2010) of 52.219-9.

- ____ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

- ____ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

- ____ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

- ____ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

- ____ (ii) Alternate I (June 2003) of 52.219-23.

- ____ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ____ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ____ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

- ____ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

- ____ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).

- ____ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011)

- ____ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

- ____ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

- ____ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

- ____ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

- ____ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

- ____ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

- ____ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

____ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

____ (ii) Alternate I (Dec 2007) of 52.223-16.

____ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

____ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

____ (ii) Alternate I (Jan 2004) of 52.225-3.

____ (iii) Alternate II (Jan 2004) of 52.225-3.

____ (41) 52.225-5, Trade Agreements (MAR 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

____ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

____ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

____ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

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

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

____ (6) 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.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

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

(iii) Reserved.

(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 1998) (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 FAR 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 (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.

(End of clause)

52.212-5 ADDENDUM**52.219-14, LIMITATIONS ON SUBCONTRACTING (DEC 1996)**

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—
- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (**other than procurement from a nonmanufacturer of such supplies**). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)

- (a) *Definition*. “Service-disabled veteran-owned small business concern”—
- (1) Means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) “Service-disabled veteran” means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).
- (b) *Applicability*. This clause applies only to—
- (1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns; and
- (3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).
- (c) *General*.
- (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (**other than acquisition from a nonmanufacturer of the supplies**), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A joint venture may be considered a service-disabled veteran owned small business concern if—

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in [19.101](#) of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(f) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in [19.102\(f\)](#) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of clause)

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52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 July 2012 through 30 June 2013.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2013.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of the estimated value of this contract

(2) Any order for a combination of items in excess of the estimated value of this contract; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.225-1 BUY AMERICAN ACT--SUPPLIES (FEB 2009)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States;

(2) An end product manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are

not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) The end product is a COTS item.

End product means those articles, materials, or supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

United States means the 50 States, the District of Columbia and outlying areas.

(b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for an end product that is a COTS item (See 12.505(a)(1)).

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2012)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) ___ 252.203-7003, Agency Office of the Inspector General (SEP 2010)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (SEP 2011) (15 U.S.C. 637).

(5) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) ___ 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).

- (ii) ____ Alternate I (OCT 2011) of 252.225-7001.
- (7) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).
- (9) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (10) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) ____ 252.225-7017, Photovoltaic Devices (MAR 2012) (Section 846 of Pub. L. 111-383).
- (13)(i) ____ 252.225-7021, Trade Agreements (JANUARY 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (OCT 2011) of 252.225-7021.
- (iii) ____ Alternate II (OCT 2011) of 252.225-7021.
- (14) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) ____ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (OCT 2011) of 252.225-7036.
- (iii) ____ Alternate II (OCT 2011) of 252.225-7036.
- (iv) ____ Alternate III (OCT 2011) of 252.225-7036.
- (17) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ____ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) ____ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) ____ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data ((SEP 2011), if applicable (see 227.7102-4(c)))(10 U.S.C. 2321).

- (23) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (29)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ____ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ____ Alternate III (MAY 2002) of 252.247-7023.
- (30) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).
- (31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).
- c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), 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:
- (1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- 2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

252.211-7003 Item Identification and Valuation

JUN 2011

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9209 INVOICING INSTRUCTIONS FOR SUPPLIES, OR SUPPLIES WITH SERVICES INCIDENTAL, USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

(a) Invoices for supplies delivered under this contract shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. WAWF Vendor "Quick Reference" Guides are located at the following web site:

http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(e) A separate invoice will be prepared for each delivery order or purchase order. Do not combine the payment claims for supplies provided under this contract ordered through multiple delivery orders within one invoice.

(f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type *	Invoice and Receiving Report (Combo)
Issuing Office DODAAC	N00039
Admin DODAAC	S2404A
Inspector DODAAC (if applicable)	N00039
Inspector Contact Information	(805) 982-2847
Acceptor, Ship To DODAAC (for Combo) or,	N00039

Service Approver DODAAC (Cost Voucher)	
Acceptor Contact Information	(805) 982-2847
COR Contact Information	Charles (Trey) Webb
LPO Contact Information	N00039
DCAA Auditor DoDAAC **	N/A
Service Approver DoDAAC **	N/A
PAY DODAAC	HQ0338

* Select "Invoice and Receiving Report (Combo)" if billing for goods, or goods and incidental services together; or "Cost Voucher" for all cost-type, T&M, or Labor Hour

** Only applies to cost vouchers.

(g) After submitting the document(s) to WAWF, click on "Send More Email Notifications" and add the acceptor/receiver email addresses noted below. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF:

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
Dave Chesnut	david.chesnut@navy.mil	(858) 537-0364	PCO
Shane Derby	shane.derby1@navy.mil	(619) 524-7181	Contract Specialist
Trey Webb	charles.i.webb@navy.mil	(805) 982-2847	Acceptor

(End of clause)