

Section A - Solicitation/Contract Form

POINTS OF CONTACTS:

**Issued by: Colleen Ringler**

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**Technical POC: Steve Snyder**

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**WAWF Acceptor:** **Mary.E.Stone@navy.mil**

**Contractor:**

**DUNS:**

**POC:**

**Phone:**

**Email:**

**Quote #:**

WAWF Invoicing Help & Instructions:

Visit the website at https://wawf.eb.mil/ and you can find help via the link "Vendors - Getting Started Help" under the New User section.

**PAYMENT/INVOICING ISSUES: PLEASE CONTACT COMPTROLLER BELOW.**

**N64142 NAWCAD**

**COMPTROLLER**

**INTERNAL ENTITLEMENTS TEAM BLDG 439 ROOM 7**

**47110 LILJENCRANTZ ROAD**

**PATUXENT RIVER, MD 20670-1550**

**INTERNAL ENTITLEMENTS TEAM 301-342-9586**

**Email: PAXR\_ACCT\_INTERNAL\_ENTITLEMENTS@NAVY.MIL**

VENDOR – IF ELECTRONIC EQUIPMENT, PLEASE MARK BOX/PACKAGE CONTAINING ELECTRONIC EQUIPMENT WITH THE “DO NOT SCAN” STICKER

 \*\*\*\*\*\*EARLY AND PARTIAL SHIPMENTS ARE ACCEPTABLE\*\*\*\*\*\*

 RECEIVING DOCK HOURS ARE MONDAY thru FRIDAY (0700-1530 Local).

PLEASE NOTE:

Be advised that delivery truck drivers who are intending to board all U.S. Military Installations with the purpose of delivering material or equipment contracted for in this purchase order/contract must be a Citizen of the United States. “It is operationally unfeasible and inefficient for the Government to provide 100% escort for a foreign national in such instances.”

Section B - Supplies or Services and Prices

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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0001 |  | 250 | Each |  |  |
|  | WYSE 5060 THIN CLIENT, CTOGFFPWYSE 5060 THIN CLIENT, CTOG (P/N: (210-ANSM)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0002 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFP4GB (1X4GB) 1600MHZ DDR3L MEMORY (370-ADKO) (P/N: (370-ADKO)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0003 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPNO KEYBOARD INCLUDED (580-ADJO) (P/N: (580-ADJO)FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0004 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFP8GB SATA FLASH (400-AQEW) (P/N: (400-AQEW)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0005 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPWYSE THINOS +PCOIP, ENGLISH (619-AMIB) (P/N: (619-AMIB)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0006 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPWYSE 5060, TPM 1.2, FIBER READY (321-BDEX) (P/N: (321-BDEX)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0007 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPDELL MS116 WIRED MOUSE, BLACK (275-BBBW) (P/N: (275-BBBW))FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0008 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPENERGY STAR COMPLIANT (340-AAPZ) (P/N: (340-AAPZ)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0009 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPNO WIRELESS LAN CARD (555-BBCX) (P/N: (555-BBCX))FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0010 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPUS POWER CORD (450-ACSP) (P/N: (450-ACSP) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0011 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPENGLISH AND FRENCH, SHIPPING DOCS (340-APZS) (P/N: (340-APZS)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0012 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPDELL LIMITED HARDWARE WARRANTY EXTENDED YEAR(S) (805-0837) (P/N: (805-0837)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0013 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPDELL LIMITED HARDWARE WARRANTY (805-0838) (P/N: (805-0838)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0014 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPPROSUPPORT: RAPID MAIL IN SERVICE 2 YEARS EXTENDED (805-0841) (P/N: (805-0841)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0015 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPPROSUPPORT: RAPID MAIL IN SERVICE 1 YEAR (805-0846) (P/N: (805-0846)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0016 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPPROSUPPORT: 7X24 TECHNICAL SUPPORT 2 YEARS EXTENDED (805-0851) (P/N: (805-0851))FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0017 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPPROSUPPORT: 7X24 TECHNICAL SUPPORT INITIAL YEAR (805-0856) (P/N: (805-0856))FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0018 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPTHANK YOU CHOOSING DELL PROSUPPORT. FOR TECH SUPPORT, VISIT HTTP://SUPPORT.DELL.COM/PROSUPPORT OR CALL 1-866-516-3115 (989-3449) (P/ N: (989-3449))FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0019 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPNO UPC LABEL (389-BCGW) (P/N: (389-BCGW)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0020 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPTECH SHEET (ENGLISH, FRENCH, SPANISH BRAZILIAN PORTUGUESE) (340-BJRJ) (P/N: (340-BJRJ))FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0021 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPSHIPPING MATERIAL FOR SYSTEM (340-BJRK) (P/N: (340-BJRK)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0022 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPTAA INFORMATION (379-BBBW) (P/N: (379-BBBW)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0023 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPSHIP MATERIAL, SHUTTLE, TAA E-DOCK (750-AACL) (P/N: (750-AACL)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0024 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPVERTICAL STAND (575-BBCO) (P/N: (575-BBCO)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0025 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPNO FGA (817-BBBB) (P/N: (817-BBBB)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0026 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPNO ADAPTER (470-AAJL) (P/N: (470-AAJL)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0027 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPREGULATORY LABEL (389-BREN) (P/N: (389-BREN)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0028 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFP65W AC ADAPTER (450-AFWW) (P/N:(450-AFWW)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0029 |  | 250 | Each |  |  |
|  | Mini and Micro Computer Control DevicesFFPDELL KB813 SMART CARD KEYBOARD FOR US (ENGLISH) (580-AFDH) P/N: (580-AFDH)) FOB: DestinationPURCHASE REQUEST NUMBER: 1300682485  |  |
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Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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| --- | --- | --- | --- | --- |
| CLIN  | INSPECT AT  | INSPECT BY  | ACCEPT AT  | ACCEPT BY  |
| 0001  | N/A  | N/A  | N/A  | Government  |
| 0002  | N/A  | N/A  | N/A  | Government  |
| 0003  | N/A  | N/A  | N/A  | Government  |
| 0004  | N/A  | N/A  | N/A  | Government  |
| 0005  | N/A  | N/A  | N/A  | Government  |
| 0006  | N/A  | N/A  | N/A  | Government  |
| 0007  | N/A  | N/A  | N/A  | Government  |
| 0008  | N/A  | N/A  | N/A  | Government  |
| 0009  | N/A  | N/A  | N/A  | Government  |
| 0010  | N/A  | N/A  | N/A  | Government  |
| 0011  | N/A  | N/A  | N/A  | Government  |
| 0012  | N/A  | N/A  | N/A  | Government  |
| 0013  | N/A  | N/A  | N/A  | Government  |
| 0014  | N/A  | N/A  | N/A  | Government  |
| 0015  | N/A  | N/A  | N/A  | Government  |
| 0016  | N/A  | N/A  | N/A  | Government  |
| 0017  | N/A  | N/A  | N/A  | Government  |
| 0018  | N/A  | N/A  | N/A  | Government  |
| 0019  | N/A  | N/A  | N/A  | Government  |
| 0020  | N/A  | N/A  | N/A  | Government  |
| 0021  | N/A  | N/A  | N/A  | Government  |
| 0022  | N/A  | N/A  | N/A  | Government  |
| 0023  | N/A  | N/A  | N/A  | Government  |
| 0024  | N/A  | N/A  | N/A  | Government  |
| 0025  | N/A  | N/A  | N/A  | Government  |
| 0026  | N/A  | N/A  | N/A  | Government  |
| 0027  | N/A  | N/A  | N/A  | Government  |
| 0028  | N/A  | N/A  | N/A  | Government  |
| 0029  | N/A  | N/A  | N/A  | Government  |

Section F - Deliveries or Performance

DELIVERY INFORMATION

|  |  |  |  |  |
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| CLIN  | DELIVERY DATE  | QUANTITY  | SHIP TO ADDRESS  | DODAAC / CAGE  |
|   |   |   |   |   |
| 0001  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
|   |   |   |   |   |
| 0002  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
|   |   |   |   |   |
| 0003  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
|   |   |   |   |   |
| 0004  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
|   |   |   |   |   |
| 0005  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0006  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0007  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0008  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0009  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
|   |   |   |   |   |
| 0010  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0011  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0012  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0013  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0014  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0015  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0016  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0017  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0018  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0019  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0020  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0021  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0022  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0023  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0024  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0025  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0026  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0027  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
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| 0028  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |
|   |   |   |   |   |
| 0029  | 30-APR-2018  | 250  | N/AFOB: Destination  |   |

CLAUSES INCORPORATED BY REFERENCE

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| 52.247-34  | F.O.B. Destination  | NOV 1991  |   |

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

**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.

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

 (a) Definitions, as used in this clause--

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

 "Document type" means the type of payment request or receiving report available for creation in Wide Area 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 System for Award Management at https://www.acquisition.gov; and

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

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

 (e) 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\_\_\_\_\_\_\_\_\_\_\_\_

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

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SEE SECTION E

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

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

 Routing Data Table\*

 Field Name in WAWF Data to be entered in WAWF

 Pay Official DoDAAC: N64142\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Issue By DoDAAC: N3555A\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Admin DoDAAC: N3555A\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Inspect By DoDAAC: N3555A\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Ship To Code: N3555A\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Ship From Code: N/A\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Mark For Code: N/A\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Service Approver (DoDAAC): N3555A\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Service Acceptor (DoDAAC): N3555A\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Accept at Other DoDAAC: N3555A\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 LPO DoDAAC: N/A\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 DCAA Auditor DoDAAC: N/A\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Other DoDAAC(s): N/A\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

 (5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

 Mary.E.Stone@navy.mil

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 (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

|  |  |  |  |
| --- | --- | --- | --- |
| 52.204-21  | Basic Safeguarding of Covered Contractor Information Systems  | JUN 2016  |   |
| 52.232-39  | Unenforceability of Unauthorized Obligations  | JUN 2013  |   |
| 252.203-7002  | Requirement to Inform Employees of Whistleblower Rights  | SEP 2013  |   |
| 252.204-7004 Alt A  | System for Award Management Alternate A  | FEB 2014  |   |
| 252.211-7003  | Item Unique Identification and Valuation  | MAR 2016  |   |

CLAUSES INCORPORATED BY FULL TEXT

**52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)**

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

 "Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (See subpart 32.11) for the same entity.

 "Registered in the System for Award Management database" means that--

 (1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), , the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;

 (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

 (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process: and

 (4) The Government has marked the record “Active”.

 "System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes--

 (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

 (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

 (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

 (b)The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

 (c)(1)(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to--

 (A) Change the name in the SAM database;

 (B) Comply with the requirements of subpart 42.12 of the FAR; and

 (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

 (ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

 (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

 (3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

 (d) Contractors may obtain additional information on registration and annual confirmation requirements at "https://www.acquisition.gov".

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (NOV 2017)

 (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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)(section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub.L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

 (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

 (3) 52.233-3, Protest after Award (Aug 1996)(31 U.S.C. 3553).

 (4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77, 108-78 (19 U.S.C.3805 note)).

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

[Contracting Officer shall check as appropriate.]

 [\_\_\_] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).

 [\_\_\_] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015)(41 U.S.C. 3509)).

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

 [\_\_\_] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016)(Pub. L. 109-282) (31 U.S.C. 6101 note).

 [\_\_\_] (5) [Reserved]

 [\_\_\_] (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016)(Pub.L. 111-117, section 743 of Div. C).

 [\_\_\_] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016)(Pub.L. 111-117, section 743 of Div. C).

 [\_\_\_] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

 [\_\_\_] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)(41 U.S.C. 2313).

 [\_\_\_] (10) [Reserved]

 [\_\_\_] (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).

 [\_\_\_] (ii) Alternate I (Nov 2011) of 52.219-3.

 [\_\_\_] (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

 [\_\_\_] (ii) Alternate I (Jan 2011) of 52.219-4.

 [\_\_\_] (13) [Reserved]

 [X\_\_\_] (14)(i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

 [\_\_\_] (ii) Alternate I (Nov 2011) of 52.219-6.

 [\_\_\_] (iii) Alternate II (Nov 2011) of 52.219-6.

 [\_\_\_] (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003)(15 U.S.C. 644).

 [\_\_\_] (ii) Alternate I (Oct 1995) of 52.219-7.

 [\_\_\_] (iii) Alternate II (Mar 2004) of 52.219-7.

 [\_\_\_] (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

 [\_\_\_] (17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637(d)(4)).

 [\_\_\_] (ii) Alternate I (Nov 2016) of 52.219-9.

 [\_\_\_] (iii) Alternate II (Nov 2016) of 52.219-9.

 [\_\_\_] (iv) Alternate III (Nov 2016) of 52.219-9.

 [\_\_\_] (v) Alternate IV (Nov 2016) of 52.219-9.

 [\_\_\_] (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).)

 [\_\_\_] (19) 52.219-14, Limitations on Subcontracting (Jan 2017)(15 U.S.C. 637(a)(14)).

 [\_\_\_] (20) 52.219-16, Liquidated Damages - Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

 [\_\_\_] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657f).

 [\_\_\_] (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

 [\_\_\_] (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Dec 2015)(15 U.S.C. 637(m)).

 [\_\_\_] (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Dec 2015)(15 U.S.C. 637(m)).

 [X\_\_\_] (25) 52.222-3, Convict Labor (Jun 2003)(E.O. 11755).

 [X\_\_] (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016)(E.O. 13126).

 [X\_\_] (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

 [X\_\_] (28) 52.222-26, Equal Opportunity (Sep 2016)(E.O. 11246).

 [X\_\_] (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

 [X\_\_] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).

 [X\_\_] (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

 [\_\_\_] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)(E.O. 13496).

 [X\_\_\_] (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015)(22 U.S.C. chapter 78 and E.O. 13627).

 [\_\_\_] (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

 [\_\_\_] (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E.O.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 Products (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) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016)(E.O. 13693).

 [\_\_\_] (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016)(E.O. 13693).

 [\_\_\_] (38)(i) 52.223-13, Acquisition of EPEAT(R) Registered Imaging Equipment (Jun 2014)(E.O.s 13423 and 13514).

 [\_\_\_] (ii) Alternate I (Oct 2015) of 52.223-13.

 [\_\_\_] (39)(i) 52.223-14, Acquisition of EPEAT(R) Registered Televisions (Jun 2014)(E.O.s 13423 and 13514).

 [\_\_\_] (ii) Alternate I (Jun 2014) of 52.223-14.

 [\_\_\_] (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b)

 [\_\_\_] (41)(i) 52.223-16, Acquisition of EPEAT(R) Registered Personal Computer Products (Oct 2015)(E.O.13423 and 13514).

 [\_\_\_] (ii) Alternate I (Jun 2014) of 52.223-16.

 [X\_\_\_] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011)(E.O. 13513).

 [\_\_\_] (43) 52.223-20, Aerosols (Jun 2016)(E.O. 13693)

 [\_\_\_] (44) 52.223-21, Foams (Jun 2016)(E.O. 13693)

 [\_\_\_] (45)(i) 52.224-3, Privacy Training (Jan 2017)(5 U.S.C. 552a).

 [\_\_\_] (ii) Alternate I (Jan 2017) of 52.224-3.

 [X\_\_\_] (46) 52.225-1, Buy American--Supplies (May 2014)(41 U.S.C. chapter 83).

 [\_\_\_] (47)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42 and 112-43).

 [\_\_\_] (ii) Alternate I (May 2014) of 52.225-3.

 [\_\_\_] (iii) Alternate II (May 2014) of 52.225-3.

 [\_\_\_] (iii) Alternate III (May 2014) of 52.225-3.

 [\_\_\_] (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 [X\_\_\_] (49) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 [\_\_\_] (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016)(Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).

 [\_\_\_] (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007)(42 U.S.C. 5150).

 [\_\_\_] (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

 [\_\_\_] (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4504, 10 U.S.C. 2307(f)).

 [\_\_\_] (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017)(41 U.S.C. 4504, 10 U.S.C. 2307(f)).

 [X\_\_\_] (55) 52.232-33, Payment by Electronic Funds Transfer- System for Award Management (Jul 2013)(31 U.S.C. 3332).

 [\_\_\_] (56) 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management (Jul 2013)(31 U.S.C. 3332).

 [\_\_\_] (57) 52.232-36, Payment by Third Party (May 2014)(31 U.S.C. 3332).

 [\_\_\_] (58) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

 [\_\_\_] (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).

 [\_\_\_] (60)(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) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495)

 [\_\_\_] (2) 52.222-41, Service Contract Labor Standards (May 2014)(41 U.S.C. chapter 67).

 [\_\_\_] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014)(29 U.S.C. 206 and 41 U.S.C. chapter 67).

 [\_\_\_] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts)(May 2014)(29 U.S.C.206 and 41 U.S.C. chapter 67).

 [\_\_\_] (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014)(29 U.S.C. 206 and 41 U.S.C. chapter 67).

 [\_\_\_] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014)(41 U.S.C. chapter 67).

 [\_\_\_] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014)(41 U.S.C. chapter 67).

 [\_\_\_] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015)(E.O. 13658).

 [\_\_\_] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017)(E.O. 13706)

 [\_\_\_] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014)(42 U.S.C. 1792).

 [\_\_\_] (11) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 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 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 (Oct 2015) (41 U.S.C. 3509)).

 (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)(section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub.L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions))>

 (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016)(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.

 (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

 (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

 (vi) 52.222-26, Equal Opportunity (Sep 2016)(E.O. 11246).

 (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

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

 (ix) 52.222-37, Employment Reports on Veterans (Feb 2016)(38 U.S.C. 4212).

 (x) 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.

 (xi) 52.222-41, Service Contract Labor Standards (May 2014)(41 U.S.C. chapter 67).

 (xii)(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

 (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. 78 and E.O. 13627).

 (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014)(41 U.S.C. chapter 67).

 (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014)(41 U.S.C. chapter 67).

 (xv) 52.222-54, Employment Eligibility Verification (Oct 2015)(E.O 12989).

 (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

 (xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017)(E.O. 13706).

 (xviii)(A) 52.224-3, Privacy Training (Jan 2017)(5 U.S.C. 552a).

 (B) Alternate I (Jan 2017) of 52.224-3.

 (xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016)(Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

 (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014)(42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

 (xxi) 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): https://www.acquisition.gov/far/ or http://farsite.hill.af.mil.

**252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)**

 (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

 (1) The Contracting Officer has given prior written approval;

 (2) The information is otherwise in the public domain before the date of release; or

 (3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at DFARS PGI 204.4).

 (b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

 (c) The Contractor agrees to include a similar requirement, including this paragraph(c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

**252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT INFORMATION (OCT 2016)**

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

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

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

 "Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

 "Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

 "Covered contractor information system" means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

 "Covered defense information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at http://www.wrchives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is --

 (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

 (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

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

 "Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

 "Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

 "Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

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

 "Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

 "Rapidly report" means within 72 hours of discovery of any cyber incident.

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

 (b) Adequate security. The Contractor shall provide adequate security for all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

 (1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

 (i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

 (ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

 (2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

 (i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," (available via the internet at http://dx.doi.org/10.6028/NIST.SP.800-171) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

 (ii)(A) The Contractor shall submit requests to vary from NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

 (B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative but equally effective, security measure that may be implemented in its place.

 (C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

 (D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provided meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (https://www.fedramp.gov/resources/documents/) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

 (3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

 (c) Cyber incident reporting requirement.

 (1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall --

 (i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

 (ii) Rapidly report cyber incidents to DoD at http://dibnet.dod.mil.

 (2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at http://dibnet.dod.mil.

 (3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see http://iase.disa.mil/pki/eca/Pages/index.aspx.

 (d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC#) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

 (e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

 (f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

 (g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

 (h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

 (i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

 (1) To entities with missions that may be affected by such information;

 (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

 (3) To Government entities that conduct counterintelligence or law enforcement investigations;

 (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

 (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

 (j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purposes or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

 (k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

 (l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

 (m) Subcontracts. The Contractor shall --

 (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and if necessary, consult with the Contracting Officer; and

 (2) Require subcontractor to--

 (i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

 (ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.