

Last update – March 2015

NOTICE TO POTENTIAL QUOTERS:

- Use of Ozone Depleting Substances

In accordance with Section 326 of Public Law 102-484, the Department of Defense is prohibited from awarding any contract which includes a DOD-directed specification or standard that requires the use of a Class I ozone-depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a Senior Acquisition Official (SAO).

If quoters possess knowledge about any Class I ODS required directly or indirectly by the specification or standard in this RFQ, the Navy would appreciate such information.

Quoters are under no obligation to comply with this request and no compensation can be provided for doing so.

- Electronic and Information Technology (EIT)

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 USC 794d), all EIT supplies and services provided under this order must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 *see FAR Subpart 39.2). EIT is defined at FAR 2.101.

52.252-1 -- Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For access to the FAR: <https://www.acquisition.gov/far>

For access to DFARS: <http://www.acq.osd.mil/dpap/dars/dfars>

FAR 52.204-3 Taxpayer Identification (OCT 1998)**FAR 52.204-4 Printed or Copied Double-Sided on Post Consumer Fiber Content Paper (May 2011)****FAR 52.204-7 System for Award Management (JUL 2013)**

FAR 52.207-4 Economic Purchase Quantity—Supplies (Aug 1987) (Only applies if any order resulting from this RFQ requires the delivery of material.)

FAR 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (AUG 2013)

FAR 52.211-5 Material Requirements (Aug 2000) (Only applies if any order resulting from this RFQ requires the delivery of material.)

FAR 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use. (Apr 2008)

Any contract awarded as a result of this solicitation will be ____DX rated order; ____DO rated order certified for National Defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

FAR 52.214-34 Submission of Offers in the English Language (Apr 1991)**FAR 52.214-35 Submission of Offers in the U.S. Currency (Apr 1991)****FAR 52.217-3 Evaluation Exclusive of Options (Apr 1984)****FAR 52.217-4 Evaluation of Options Exercised at Time of Contract Award (Jun 1988)**

FAR 52.219-1 Small Business Program Representations (OCT 2014)

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“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).

“Small business concern” means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1) (i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) 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 veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 333314 .

(2) The small business size standard is 500 employees .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) *Representations.*

(1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.]* The offeror represents as part of its offer that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.]* The offeror represents as part of its offer that--

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that is is, is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that –

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

FAR 52.222-21 Prohibition of Segregated Facilities (Feb 1999)

FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

FAR 52.222-25 Affirmative Action Compliance (Apr 1984)

FAR 52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification. (MAY 2014)
(May apply if any order resulting from this RFQ requires the performance of a service.)

FAR 52.222-49 Service Contract Act – Place of Performance Unknown (MAY 2014)
(May apply if any order resulting from this RFQ requires the performance of a service.)

FAR 52.222.50 Combating Trafficking in Persons (MAR 2015) (applies if any order resulting from this RFQ requires the performance of a non-commercial service)

FAR 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)

DFARS 252.204-7001 Commercial and Government Entity (CAGE) Code Reporting (Aug 1999)

DFARS 252.211-7003 Item Identification and Valuation (DEC 2013)
(Only applies if any order resulting from this RFQ requires the delivery of material with an acquisition cost of \$5000 or more.)

DFARS 252.225-7000 Buy American Act – Balance of Payments Program Certificate (NOV 2014)

DFARS 252.225-7035 Buy American Act - - Free Trade Agreements - - Balance of Payments Program Certificate (NOV 2014)

FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (MAR 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

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

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

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

(iv) 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).

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

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

(2) *Listed below are additional clauses that apply:*

(i) 52.232-1, Payments (Apr 1984). (Does not apply if payment is made by the Government credit card.)

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002). (Does not apply if payment is made by the Government credit card.)

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (JUL 2013). (Does not apply if payment is made by the Government credit card.)

(v) 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

(vi) 52.233-1, Disputes (MAY 2014).

(vii) 52.244-6, Subcontracts for Commercial Items (MAR 2015).

(ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (MAY 2014)(41 U.S.C. Chapter 65)Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. Chapter 67.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards Statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(viii)(A)52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate 1 (applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source of obtaining document(s), and contract performance location outside the United States to which the document applies.

(ix) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13148) (Applies to services performed on Federal facilities).

(x) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(xi) 52.225-1, Buy American Act-Supplies (MAY 2014) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(xii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (applies to contracts greater than \$25,000.00 that provide for the provision, the service or the sale of food in the United States.)

(xiii) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (JUL 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xiv) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management ((JUL 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xv) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 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):

For access to the FAR: <https://www.acquisition.gov/far>

For access to the DFARS: <http://www.acq.osd.mil/dpap/dars/dfars>

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

Listed below are additional FAR clauses that may apply:

FAR 52.204-2 Security Requirements (Aug 1996) (Applies only if the order requires the contractor to have access to classified material.)

FAR 52.211-15 Defense Priority and Allocation Requirement (Apr 2008)

FAR 52.211-16 Variation in Quantity. (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

___ Percent increase [*Contracting Officer insert percentage*]

___ Percent decrease [*Contracting Officer insert percentage*]

This increase or decrease shall apply to _____.*

FAR 52.213-1 Fast Payment Procedures (May 2006) (Does not apply if payment is made by the Government credit card.)

FAR 52.219-6 Notice of Total Small Business Set-aside (Nov 2011) or with Alternate I (OCT 1995)

FAR 52.222-50 Combating Trafficking In Persons (MAR 2015) (applies only if the order is for the performance of a non-commercial service)

FAR 52.223-3 Hazardous Material Identification and Material Safety Data - (Jan 1997) (Applies only if the order requires the delivery of hazardous material.)

FAR 52.232-23 Assignment of Claims (MAY 2014)

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

FAR 52.237-1 Site Visit (Apr 1984)

FAR 52.237-2 Protection of Government Buildings, Equipment and Vegetation (Apr 1984) (Applies only if the order requires the performance of a service on a Government installation.)

FAR 52.243-1 Changes - Fixed Price (Aug 1987) (Applies only when the order requires the furnishing of Supplies.)

FAR 52.243-1 Changes - Fixed Price (Alternate I) (Apr 1984) (Applies only when the order requires performance of a service.)

FAR 52.243-1 Changes - Fixed Price (Alternate II) (Apr 1984) (Applies when the order requires the furnishings of both Services and Supplies.)

FAR 52.245-1 Government Property (Apr 2012) (Applies only if there is Government furnished property (GFP) provided under the order.)

FAR 52.245-2 Government Property Installation Operation Services (Apr 2012) (Applies only if there is Government furnished property under the order.)

FAR 52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)

Listed below are additional DFARS clauses that may apply:

DFARS 252.211-7003 Item Identification and Valuation (DEC 2013)

DFARS 252.223-7001 Hazard Warning Labels (Dec 1991) (Applies only if the order requires the delivery of a hazardous material.)

DFARS 252.225-7001 Buy American Act and Balance of Payments Program (NOV 2014)

DFARS 252.225-7002 Qualifying Country Sources as Subcontractors (Dec 2012)

DFARS 252.225-7036 Buy American Act-Free Trade Agreements-Balance of Payments Program (NOV 2014)

DFARS 252.227-7013 Rights in Technical Data - Noncommercial Items (FEB 2014)

DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)

DFARS 252.227-7015 Technical Data - Commercial Items (FEB 2014)

DFARS 252.227-7016 Rights in Bid or Proposal Information (Jan 2011)

DFARS 252.227-7019 Validation of Asserted Restrictions - Computer Software - (Sep 2011)

DFARS 252.227-7025 Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends (May 2013)

DFARS 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)

DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (Jun 2013)

DFARS 252.243-7001 Pricing of Contract Modifications (Dec 1991)