Effective: 05/04/2016 Page 1 of 11

# CUSTOMER CONTRACT REQUIREMENTS GEDMS SPARES- GEC Circuit Card Assembly CUSTOMER CONTRACT SPRMM1-16-P-WE39

#### CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

- **1. FAR Clauses** The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.
  - **52.204-2 Security Requirements** (AUG 1996). Changes clause means the changes clause of this contract. This clause applies only if access to classified material is required.
  - **52.204-9 Personal Identity Verification of Contractor Personnel.** (JAN 2011). This clause applies only if performance under this contract requires Seller to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.
  - **52.204-10 Reporting Executive Compensation And First-Tier Subcontract Awards** (OCT 2015). Delete all paragraphs and replace with the following: "If Seller meets the executive compensation reporting requirements of 52.204-10, Seller shall provide the required executive compensation information by maintaining an active registration in the U.S. government System for Award Management (*SAM*) in accordance with 52.204-7. The required information of 52.204-10 will be made public."
  - **52.204-13** System for Award Management Maintenance (JUL 2013).
  - **52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment** (OCT 2015). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.
  - **52.211-5 Material Requirements** (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.
  - **52.211-15 Defense Priority and Allocation Requirements** (APR 2008). This clause is applicable if a priority rating is noted in this contract.
  - **52.219-28 Post-Award Small Business Program Representation** (JUL 2013). In paragraph (b), delete "...or, if applicable paragraph (g) of this clause..." Delete paragraph (c) and insert the following paragraph (c) in lieu thereof: "Seller shall represent its size status in accordance with SBA's size code standards in effect at the time of this representation to Buyer. The size status shall corespond to the North American Industry Classification System (NAICS) code applicable to Seller's contract." Delete paragraphs (d) and (g). Delete paragraph (e) and insert the following paragraph (e) in lieu thereof: "Seller shall make the representation required by paragraph (b) of this clause by submitting an updated Buyer Form F70102 or updating Seller's profile information on line in Buyer's BEST system."
  - 52.222-19 Child Labor Cooperation with Authorities and Remedies (FEB 2016). In (d), "Contracting Officer" means Buyer.
  - **52.222-20** Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000. (MAY 2014). This clause applies only if this contract exceeds \$15,000.

Effective: 05/04/2016 Page 2 of 11

- 52.222-21 Prohibition of Segregated Facilities (APR 2015).
- 52.222-26 Equal Opportunity (APR 2015).
- **52.222-35 Equal Opportunity for Veterans.** (OCT 2015). This clause applies only if this contract is \$150,000 or more.
- **52.222-36 Equal Opportunity for Workers with Disabilities** (JUL 2014). This clause applies only if this contract exceeds \$15,000.
- **52.222-37 Employment Reports on Veterans** (OCT 2015). This clause applies if this contract is \$150,000 or more.
- **52.222-41 Service Contract Labor Standards** (MAY 2014). This clause applies only if this contract is subject to the Act. Where applicable, Wage Determination(s) shall be attached to the purchase contract at the time of award, or furnished upon request.
- **52.222-50 Combating Trafficking in Persons** (MAR 2015). The term "Contractor" shall mean "Seller", except the term "prime contractor" shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer and the Buyer's Authorized Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). Insert the following at the end of paragraph (e): "If the Government exercises one of the remedies identified in the paragraph (e) against Buyer as a result, in whole or in part, of the Seller's violation of its obligations under this clause, Buyer may impose that remedy against the Seller proportionate to the extent to which Seller's violation caused the Government's decision to impose a remedy on Buyer." The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).
- **52.222-50 Combating Trafficking in Persons Alternate I** (MAR 2015). The term "Contractor" shall mean "Seller", except the term "prime contractor" shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer and the Buyer's Authorized Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). Insert the following at the end of paragraph (e): "If the Government exercises one of the remedies identified in the paragraph (e) against Buyer as a result, in whole or in part, of the Seller's violation of its obligations under this clause, Buyer may impose that remedy against the Seller proportionate to the extent to which Seller's violation caused the Government's decision to impose a remedy on Buyer." The term "Contracting Officer" shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).
- **52.222-55 Minimum Wages Under Executive Order 13658** (DEC 2014). This clause applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for paragraphs (e)(2), (4) and (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of the Seller's violation of its obligations under this clause, Buyer may impose that withhold against the Seller.
- 52.223-15 Energy Efficiency In Energy-Consuming Products (DEC 2007).
- 52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving (AUG 2011).
- 52.225-1 Buy American Supplies (MAY 2014). The term "Contracting Officer" shall mean Buyer the first time it is used in

Effective: 05/04/2016 Page 3 of 11

paragraph (c). In paragraph (d), the phrase "in the provision of the solicitation entitled 'Buy American Certificate' is deleted and replaced with "in its offer."

- 52.225-13 Restriction on Certain Foreign Purchases (JUN 2008).
- **52.226-6 Promoting Excess Food Donation to Nonprofit Organizations.** (MAY 2014). This clause applies if this contract is in excess of \$25,000 and Seller will perform the provision, service, or sale of food in the United States under this contract.
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013).
- **52.232-40 Providing Accelerated Payments to Small Business Subcontractors.** (DEC 2013). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.
- **52.244-6 Subcontracts for Commercial Items** (DEC 2015). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.
- **52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels** (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.
- 52.253-1 Computer Generated Forms (JAN 1991).
- **2. DoD FAR Supplement Clauses** DoD Contracts. The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted.
  - 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013).
  - 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2015). This clause applies if the Contract is for operationally critical support or where performance will involve a covered contractor information system. The term "contractor" retains its original meaning wherever the word is not capitalized. In the terms "Contractor attributional/proprietary information," "Contractor information system" and "covered contractor information system," the term "contractor" also retains its original meaning. In paragraphs (d) and (g), "Contracting Officer" shall mean "Contracting Officer or Buyer." In paragraph (m)(2), the term "prime Contractor" retains its original meaning. Reporting to Buyer shall be accomplished via <a href="mailto:abuse@Boeing.com">abuse@Boeing.com</a> with a copy to the Buyer's Authorized Procurement Representative. The Boeing 1st tier subcontractor shall rapidly report lower tier subcontractor information it receives.
  - 252.204-7015 Disclosure of Information to Litigation Support Contractors. (FEB 2014).
  - 252.211-7006 Radio Frequency Identification (SEP 2011). This clause applies to shipments from Seller to the Government.
  - 252.223-7001 Hazard Warning Labels (DEC 1991). This clause applies only if Seller delivers hazardous material under this contract.
  - **252.225-7001 Buy American and Balance of Payments Program** (DEC 2012). In paragraph (c), the phrase "in the Buy American Balance of Payments Program Certificate provision of the solicitation" is deleted and the word "certified" is deleted and replaced with the word "specified."
  - 252.225-7002 Qualifying Country Sources as Subcontractors (APR 2003).
  - 252.225-7013 Duty Free Entry (OCT 2013). Seller shall include the prime contract number on all shipping documents submitted to

Effective: 05/04/2016 Page 4 of 11

Customs for supplies for which duty-free entry is claimed pursuant to this clause. The information required by paragraph (j)(3) of this clause is available upon request.

**252.225-7016 Restriction on Acquisition of Ball and Roller Bearings** (JUN 2011). This clause does not apply to contracts for commerical items or items that do not contain ball or roller bearings.

**252.225-7021 Trade Agreements** (OCT 2015). In paragraph (c) (1), the phrase "in the Trade Agreements Certificate provision of the solicitation" is deleted.

**252.225-7025 Restriction on Acquisition of Forgings** (DEC 2009). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.

**252.225-7036 Buy American-Free Trade Agreements-Balance of Payments Program** (DEC 2012). In paragraph (c), the phrase "in the Buy American-Free Trade Agreements-Balance of Payments Program Certificate provision of the solicitation" is deleted, and the word "certified" is deleted and replaced with the word "specified."

**252.225-7048** Export-Controlled Items (JUN 2013).

252.244-7000 Subcontracts for Commercial Items (JUN 2013).

**252.246-7003 Notification of Potential Safety Issues** (JUN 2013). This clause applies only if this subcontract is for: (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies and parts integral to a system. The notification required by paragraph (c) of this clause will be provided to Buyer and to the administrative contracting officer (ACO) and the procuring contracting officer (PCO) if Seller is aware of the ACO and PCO for the prime contract.

**252.246-7007** Contractor Counterfeit Electronic Part Detection and Avoidance System (MAY 2014). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The term "Contractor" means "Buyer" in the first sentence. In paragraph (c)(6), "Contracting Officer" means "Buyer."

**3. Commercial Items** If goods or services being procured under this contract are commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

**52.203-13 Contractor Code of Business Ethics and Conduct** (OCT 2015). This clause applies only if this contract is in excess of \$5,500,000 and has a period of performance of more than 120 days.

**52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009** (JUN 2010). This clause applies if this contract is funded in whole or in part with Recovery Act funds.

**52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment** (OCT 2015). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

52.219-8 Utilization of Small Business Concerns (OCT 2014).

**52.222-21 Prohibition of Segregated Facilities** (APR 2015).

**52.222-26** Equal Opportunity (APR 2015).

**52.222-35 Equal Opportunity for Veterans.** (OCT 2015). This clause applies only if this contract is \$150,000 or more.

Effective: 05/04/2016 Page 5 of 11

52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014). This clause applies only if this contract exceeds \$15,000.

**52.222-37 Employment Reports on Veterans** (OCT 2015). This clause applies if this contract is \$150,000 or more.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010).

**52.222-50 Combating Trafficking in Persons** (MAR 2015). The term "Contractor" shall mean "Seller", except the term "prime contractor" shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer and the Buyer's Authorized Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). Insert the following at the end of paragraph (e): "If the Government exercises one of the remedies identified in the paragraph (e) against Buyer as a result, in whole or in part, of the Seller's violation of its obligations under this clause, Buyer may impose that remedy against the Seller proportionate to the extent to which Seller's violation caused the Government's decision to impose a remedy on Buyer." The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

**52.222-50 Combating Trafficking in Persons Alternate I** (MAR 2015). The term "Contractor" shall mean "Seller", except the term "prime contractor" shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer and the Buyer's Authorized Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). Insert the following at the end of paragraph (e): "If the Government exercises one of the remedies identified in the paragraph (e) against Buyer as a result, in whole or in part, of the Seller's violation of its obligations under this clause, Buyer may impose that remedy against the Seller proportionate to the extent to which Seller's violation caused the Government's decision to impose a remedy on Buyer." The term "Contracting Officer" shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

**52.222-55 Minimum Wages Under Executive Order 13658** (DEC 2014). This clause applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for paragraphs (e)(2), (4) and (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of the Seller's violation of its obligations under this clause, Buyer may impose that withhold against the Seller.

52.225-26 Contractors Performing Private Security Functions Outside the the United States (JUL 2013).

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors.** (DEC 2013). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.

**52.244-6 Subcontracts for Commercial Items** (DEC 2015). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.

**52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels** (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United

Effective: 05/04/2016 Page 6 of 11

Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

## 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013).

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2015). This clause applies if the Contract is for operationally critical support or where performance will involve a covered contractor information system. The term "contractor" retains its original meaning wherever the word is not capitalized. In the terms "Contractor attributional/proprietary information," "Contractor information system" and "covered contractor information system," the term "contractor" also retains its original meaning. In paragraphs (d) and (g), "Contracting Officer" shall mean "Contracting Officer or Buyer." In paragraph (m)(2), the term "prime Contractor" retains its original meaning. Reporting to Buyer shall be accomplished via <a href="mailto:abuse@Boeing.com">abuse@Boeing.com</a> with a copy to the Buyer's Authorized Procurement Representative. The Boeing 1st tier subcontractor shall rapidly report lower tier subcontractor information it receives.

**252.225-7048** Export-Controlled Items (JUN 2013).

252.244-7000 Subcontracts for Commercial Items (JUN 2013).

**252.246-7003 Notification of Potential Safety Issues** (JUN 2013). This clause applies only if this subcontract is for: (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies and parts integral to a system. The notification required by paragraph (c) of this clause will be provided to Buyer and to the administrative contracting officer (ACO) and the procuring contracting officer (PCO) if Seller is aware of the ACO and PCO for the prime contract.

**252.246-7007** Contractor Counterfeit Electronic Part Detection and Avoidance System (MAY 2014). This clause applies to contracts for electronic parts or assemblies containing electonric parts. In paragraph (c)(6), "Contracting Officer" means "Buyer."

**4. Prime Contract Special Provisions** The following prime contract special provisions apply to this purchase order

#### NAVSUPWSSDA07 PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 2014).

The clause applies only when the Seller will direct ship to the Buyer's customer. Contractor shall mean Seller.

The contractor shall preserve, package, pack and mark all items as cited below.

### 1.PRESERVATION REQUIREMENTS

a. SYSTEM STOCK SHIPMENTS - The contractor shall preserve all items intended to enter the military distribution system (stock) in accordance with the MIL-STD-2073-1E, "Standard Practice for Military Packaging", Packaging Requirements Code specified in the Schedule. When a Specialized Preservation Code/Method of Preservation (MOP) (Table J-Ia) is specified, and one or more of the following packaging fields (WM, CUD, CT, UC) value is 00 (numeric), the Specialized Preservation/MOP procedure and materials takes precedence. Disregard "HM" and "LP" fields and replace "SPMK 99" with "00" (numeric). Contractor can access <a href="https://tarp.navsisa.navy.mil">https://tarp.navsisa.navy.mil</a> for code interpretation.

1) Contractor shall use material produced by a Qualified Products List (QPL) manufacturer if the required packaging material has a QPL. Barrier materials that have QPLs are MIL-PRF-131, Classes 1 and 3, MIL-PRF-81705D, Type 1 and MIL-PRF-22191. These items can be identified by the following packaging field values: PM = "31", "32", "33", "41", "42", "43", "44", "45", "51", "52", "53", "54", "55", "AW", "BD", "DW", "GX"; or UC = "B2", "B3", "B9", "BL", "BS" or "SD". Sources for QPL material can be obtained by contacting 215-697-5842.

b. IMMEDIATE USE/INSTALLATION AND PART NUMBER BUY SHIPMENTS - Government PCO or ACO approval to use the packaging standards outlined in this paragraph is required, and is only permitted for all items determined to be for immediate use (e.g. CASREP, AOG, or Repair line stoppage) and part number buy shipments. Any national stock numbered (NSN) item required for immediate use or direct installation, or part number item (authority granted to ship without NSN) shall be preserved and packed in accordance with ASTM D 3951-10, "Standard Practice for Commercial Packaging", for all shipments to a Continental United States (CONUS) government activity or contractor-owned facility. Marking shall be in accordance with MIL-STD-129R, "Military Marking for Shipment and Storage". All buys destined for overseas shipment (OCONUS) s hall be preserved in accordance with MIL-STD-2073-1E.

BDS Terms and Conditions Guide

Effective: 05/04/2016
Page 7 of 11

c. GOVERNMENT-OWNED MATERIAL - In the event that the Performance Based Logistics (PBL) contract expires and there is no follow-on PBL contract, or the contract is terminated or completed and Government-owned material is to be returned to the supply system, the contractor shall preserve and package this material in accordance with the requirements of paragraph 1 a

2. PACKING REQUIREMENTS - The contractor shall pack as follows. Exterior shipping containers for Packing Levels A and B are detailed in MIL-STD-2073-1E, Appendix C, Table C.II. Reusable containers, fast pack containers or wood containers are shipping containers and do not require overpacking for shipment.

Domestic Shipments (CONUS): Level B

Overseas Shipments (OCONUS) including Navy ships at sea):

Via air, FPO, APO Level B
Via freight forwarder Level B

Via surface Level A

- 3. MARKING REQUIREMENTS All unit, intermediate and shipping containers shall be marked in accordance with MIL-STD-129R. In addition, the following specific requirements apply:
  - a. ADDITIONAL MARKING FOR SPARES ONLY Each MIL-STD-129R label shall also include the following:
    - 1) Supplementary Procurement Instrument Identification Number (SPIIN) the 4-digit order number that follows the basic BOA or long-term contract number (e.g. 0001, A001, 5001, 7001, etc.),
      - 2) Contract Line Item Number (CLIN) the 4-digit individual line item number (e.g. 0001, 0002, etc.), and
      - 3) SubCLIN the 6-digit sub line item number (e.g. 0001AA, 0001AB, 0002AA, 0002AB, etc.).
- b. 2D BAR CODE MILITARY SHIPPING LABEL (MSL) 2D bar code requirements in accordance with MIL-STD-129P, Paragraph 4.2.2.6
- c. RADIO FREQUENCY IDENTIFICATION (RFID) LABEL RFID requirements in accordance with clause DFARS 252.211-7006

"Passive Radio Frequency Identification."

#### d. DEPOT LEVEL REPAIRABLE (DLR) LABLES

1) Items identified with a Cognizance Code of either "7" or an even number preceding the NSN (e.g. 7RH 5826-01-428-9999) are defined as Depot Level Repairable (DLR) items. DLR items require that a DLR label be placed on the outside of the unit, the intermediate and the shipping container for accountability and control purposes. The outside of each unit, intermediate and shipping container shall be affixed with the applicable label as close to the bar code label as possible.

EXCEPTION: When a DLR item requires use of both a reusable inner unit container and a reusable outer shipping and storage container (excluding wood and fiberboard), only the inner unit container shall be affixed with a DLR label. In these cases only, DLR labels shall NOT be placed on the outer reusable container.

2) Labels can be obtained via email:

tyrone.sizer@dla.mil or sandy.sullivan@dla.mil

Provide the following information in the email:

- a) Contract Number
- b) NSN of the size DLR Label you need (per the below)
- c) POC and Address for these to be sent to.

Effective: 05/04/2016 Page 8 of 11

| NSN       | DES       | CRIPTION  | PACKAC    | GE APPLIC    | CATION       | FORM NUMBER |
|-----------|-----------|-----------|-----------|--------------|--------------|-------------|
| 0108LF505 | <br>55300 | DLR Label | 100       | Unit         | <br>NAVSUP 1 | 1397-1      |
|           | 2 in. x 3 |           | Container | Cint         | TVI V DOI    | 1377 1      |
|           |           |           |           |              |              |             |
| 0108LF505 | 55000     | DLR Label | 100       | Intermediate | / NAVSU      | P 1397      |
|           | 3 in. x 5 | in. S     | Shipping  |              |              |             |

Labels may also be obtained by faxing a copy of the contract page containing the DLR label requirement and providing the POC/Address to 215-697-2424.

- e. SPECIAL MATERIAL IDENTIFICATION CODE (SMIC) FOR NAVSUP WSS MECHANICSBURG MARITIME REQUIREMENTS ONLY
- 1) Certain Program-related items are identified by a two-position SMIC, which appears as a suffix to the NSN (e.g. 1H4730-00-900-1317 L1), and require special markings. Containers shall be marked with letters, maximum two inches high on two (2) sides and two (2) ends as follows:

|       |  |              | TYPE CONTAINER                     |   |  |
|-------|--|--------------|------------------------------------|---|--|
| L1    | LEVEL 1  | RED Unit,    | permitting)                        |   |  |
| S1    | SURFACE<br>LEVEL 1   | RED Uni      | size permitting)                   |   |  |
| D4/D5 | D4/D5/D7 DSS-SOC RED Unit, intermediate and shipping (size permitting) |              |                                    |   |  |
| C1*   | LEVEL 1 SPEC   | CIAL GREEN   | Unit, intermediate and shipping    |   |  |
| CP/V0 | G* SPECIAL CI<br>O2-N2   | LEAN GREEN   | V Unit, intermediate and shipping  |   |  |
| D0/D6 | 5/D8* DSS-SOC S<br>CLEAN O2-N2   | SPEICAL GREI | EN Unit, intermediate and shipping | 3 |  |
|       |  |              | Unit, intermediate and shipping    |   |  |

Effective: 05/04/2016 Page 9 of 11

| (size | permitting) |            |                                 |
|-------|-------------|------------|---------------------------------|
| SW    | FBW SFCC SW | BLUE       | Unit, intermediate and shipping |
|       |             | (size perm | itting)                         |
| Q3/Q5 | Q3 or Q5    | RED        | Unit, intermediate and shipping |
|       |             |            |                                 |

"Precision Cleaning and Testing of Shipboard Oxygen, Helium, Helium-Oxygen, Nitrogen, and Hydrogen Systems."

4. PALLETIZATION. Palletization of shipments shall be accomplished in accordance with MIL-STD-147E "DoD Standard Practice: Palletized Unit Loads."

#### 5. WOOD PACKAGING MATERIAL (WPM)

In accordance with the latest version of DoD Manual 4140.65-M "Compliance for Defense Packaging: Phytosanitary Requirements for Wood Packaging Material (WPM)," assets packed in or on wood pallets, skids, load boards, pallet collars, wood boxes, reels, dunnage, crates, frames, and cleats must comply with the Heat Treatment (HT) or Heat Treatment/Kiln Dried (HT/KD) (continuous at 56 degrees Centigrade for 30 minutes) standard. The WPM must be stamped or branded with the appropriate certification markings as detailed in DoD 4140.65-M and be certified by an accredited American Lumber Standards Committee (ALSC)-recognized agency. The WPM certification markings must be easily visible, especially in pallet loads, to inspectors.

#### 6. NAVY SHELF LIFE PROGRAM

Navy shelf-life requirements are listed under the item description in a 3-digit alpha/numeric code. Position one (1) is the DOD shelf-life code, defining the type of shelf-life for an item (Type I, non-extendible or Type II, extendible), and the number of months an item can remain ready for issue in a Navy specified package. Positions two (2) and three (3) combined form the Navy-unique shelf-life action codes used by storage activities, and do not impose any requirements on the contractor. The contractor shall use the applicable shelf-life paragraphs and table in MIL-STD-129R to apply either TypeI or Type II shelf-life markings for an item's unit, intermediate and shipping containers. Contractors will ensure that at least eighty-five percent (85%) of the Navy shelf-life requirement is remaining when received by the first government activity.

#### 7. REUSABLE NSN CONTAINERS

An item that has an NSN assigned in the "Container NSN" field (e.g .8145012622982) requires shipment in a metal or plastic reusable shipping and storage container.

a. REUSABLE CONTAINERS FOR NAVSUP WEAPON SYSTEMS SUPPORT, MECHANICSBURG SITE, MARITIME REQUIREMENTS Reusable NSN containers for maritime material (designated by a Cognizance Code of "7E", "7G" and "7H") shall be provided as contractor-furnished material (CFM). Source lists of possible container manufacturers may be obtained by contacting 215-697-5842.

b. REUSABLE CONTAINERS FOR NAVSUP WEAPON SYSTEMS SUPPORT, PHILADELPHIA SITE, AVIATION REQUIREMENTS Reusable NSN containers (excluding wood and fiberboard) for aviation material (designated by a Cognizance Code of "7R", "6K" or "0R") shall be provided as government-furnished material (GFM). Fast pack containers illl not be provided as GFM. To obtain GFM reusable containers, the contractor must first obtain a Container Request Form either from https://tarp.navsisa.navy.mil/containerrequest or by contacting 215-697-5842, then fax the completed form to 215-697-1405/3850 at least 90

<sup>\*</sup> denotes Oxygen Clean requirements in accordance with MIL-STD-1330

Effective: 05/04/2016 Page 10 of 11

days prior to the anticipated shipping date (monthly for repair contracts). If the Navy's Container Management Area (CMA) informs the contractor that containers are unavailable, the following alternate packaging requirements apply. The unavailability of reusable containers shall not be an excusable delivery delay. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

# ALTERNATE PACKAGING REQUIREMENTS FOR ITEMS ASSIGNED THE FOLLOWING CONTAINERS:

| Container   | Container   | Alternate Packaging Code |
|-------------|-------------|--------------------------|
| NIIN        | Part Number | IAW MIL-STD-2073-1E      |
| (           | 80132)      |                          |
|             |             |                          |
| 00-260-9548 | P069-2      | GX10000LTBEC             |
| 00-260-9556 | P069-1      | (QUP = 001)              |
| 00-260-9559 | P069-3      | (ICQ = 000)              |
| 00-260-9562 | P069-4      |                          |
| 01-012-4088 | P069-6      |                          |
| 01-014-0440 | P069-5      |                          |
| 01-164-4073 | P069-7      |                          |
|             |             |                          |
| 01-262-2982 | 15450-100   | DW100K3GHFED             |
| 01-262-2983 | 15450-200   | (QUP = 001)              |
| 01-262-2984 | 15450-300   | (ICQ = 000)              |
| 01-262-2985 | 15450-400   |                          |
| 01-262-2986 | 15450-500   |                          |
| 01-262-2987 | 15450-600   |                          |
|             |             |                          |
| 01-262-2988 | 15450-700   | DW100K3GHFDR             |
|             | (QU         | P = 001)                 |
|             | (ICQ        | Q = 000                  |

All excess empty reusable shipping and storage containers shall be turned-in to the nearest Container Reuse and Refurbishment Center (CRRC). CRRC locations/points of contact can be found at https://tarp.navsisa.navy.mil/crrc or by contacting 215-697-2063.

# $8. \ REUSABLE \ NSN \ CONTAINERS \ FOR \ FOREIGN \ MILITARY \ SALES \ (FMS), \ JPO, \ AND \ OTHER \ FOREIGN \ FORCES \ ACQUISITION$

- a. Reusable shipping and storage containers shall be provided as CONTRACTOR-FURNISHED MATERIAL (CFM), unless otherwise specified.
  - b. Contractors may tender offers including alternate, non-reusable, packaging methods and be considered responsive.

Effective: 05/04/2016 Page 11 of 11

#### 9. MATERIAL SAFETY DATA SHEETS

As required by clauses FAR 52.223-3 "Hazardous Material Identification and Material Safety Data" and DFARS 252.223-7001 "Hazard Warning Labels" the offeror is required to list any hazardous material to bedelivered under the resultant contract by the submission of Material SafetyData Sheets (MSDSs) to the NAVSUP WSS Contracting Officer prior to award. A copy must also be provided to NAVSUP WSS, Code 0772, P.O. Box 2020, 5450 Carlisle Pike, Mechanicsburg, PA 17055-0788 or via FAX number 717-605-3480.