

SOLICITATION, OFFER AND AWARD (4/2007)		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A7	PAGE OF PAGES 1 147
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N00104-16-R-L005	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 20 APRIL 2016	6. REQUISITION/PURCHASE N00104-16-Y-2525
7. ISSUED BY NAVSUP WEAPON SYSTEMS SUPPORT - MECHANICSBURG P O BOX 2020 MECHANICSBURG PA 17055-0788 Attn: J. A. Palombo, Code N713.04, 717-605-7322		CODE N00104	8. ADDRESS OFFER TO (If other than Item 7) DEPARTMENT OF THE NAVY NAVSUP Weapon Systems Support (NAVSUP WSS)- Mechanicsburg Contracting Department, Code N7, Building 410, South End, Bay K-20 5450 Carlisle Pike, P. O. Box 2020 Mechanicsburg, PA 17055-0788		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offer in original and 1 copies for furnishing the supplies or service in the Schedule will be received at the place specified in Item 8, or if handicapped, uploaded electronically to the secure server located at:
www.neco.navy.mil until **2:00 PM local time 15 JUNE 2016.**
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL ►	A. NAME James A. Palombo	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS james.palombol@navy.mil
		AREA CODE 717	NUMBER 605	EXT 7322	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No.)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV 9-87)
Prescribed by GSA - FAR (48 CFR) 53.21(c)dd

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN: 7G 5999-01-291-3114 NOM: CIRCUIT CARD ASSEMBLY P/N: G225180-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0001AA	SAME AS ITEM 0001, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	4	EA		
0001AB	SAME AS ITEM 0001, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	4	EA		
0001AC	SAME AS ITEM 0001, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	4	EA		
0001AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0001AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	NSN: 7G 6130-01-291-3118 NOM: POWER SUPPLY P/N: G225110-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0002AA	SAME AS ITEM 0002, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	9	EA		
0002AB	SAME AS ITEM 0002, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	9	EA		
0002AC	SAME AS ITEM 0002, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	8	EA		
0002AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0002AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	NSN: 7G 5895-01-297-3301 NOM: SYNTHESIZER, ELECTRI P/N: G319864-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0003AA	SAME AS ITEM 0003, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	1	EA		
0003AB	SAME AS ITEM 0003, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	1	EA		
0003AC	SAME AS ITEM 0003, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	1	EA		
0003AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0003AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	NSN: 7G 6680-01-297-3337 NOM: ACCELEROMETER, ELECT P/N: G395598-50 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0004AA	SAME AS ITEM 0004, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	1	EA		
0004AB	SAME AS ITEM 0004, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	1	EA		
0004AC	SAME AS ITEM 0004, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	1	EA		
0004AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0004AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	NSN: 7G 5998-01-297-6248 NOM: CIRCUIT CARD ASSEMBLY P/N: 22887-101 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0005AA	SAME AS ITEM 0005, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	1	EA		
0005AB	SAME AS ITEM 0005, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	1	EA		
0005AC	SAME AS ITEM 0005, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	1	EA		
0005AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0005AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	NSN: 7G 5985-01-297-6263 NOM: DIPLEXER P/N: G369777-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0006AA	SAME AS ITEM 0006, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	1	EA		
0006AB	SAME AS ITEM 0006, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	1	EA		
0006AC	SAME AS ITEM 0006, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	1	EA		
0006AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0006AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	NSN: 7G 6625-01-297-6265 NOM: GENERATOR, SIGNAL P/N: G167550-2 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0007AA	SAME AS ITEM 0007, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	7	EA		
0007AB	SAME AS ITEM 0007, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	7	EA		
0007AC	SAME AS ITEM 0007, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	7	EA		
0007AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0007AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	NSN: 7G 6615-01-298-1072 NOM: GYROSCOPE, DISPLACEM P/N: 114384-101 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0008AA	SAME AS ITEM 0008, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	28	EA		
0008AB	SAME AS ITEM 0008, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	28	EA		
0008AC	SAME AS ITEM 0008, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	27	EA		
0008AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0008AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	NSN: 7G 5998-01-390-5316 NOM: CIRCUIT CARD ASSEMBLY P/N: G593336-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0009AA	SAME AS ITEM 0009, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	5	EA		
0009AB	SAME AS ITEM 0009, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	5	EA		
0009AC	SAME AS ITEM 0009, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	5	EA		
0009AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0009AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	NSN: 7G 5998-01-471-0363 NOM: CIRCUIT CARD ASSEMBLY P/N: G640907-X RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0010AA	SAME AS ITEM 0010, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	9	EA		
0010AB	SAME AS ITEM 0010, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	9	EA		
0010AC	SAME AS ITEM 0010, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	9	EA		
0010AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0010AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	NSN: 7G 6625-01-476-3852 NOM: FREQUENCY STANDARD P/N: G772295-2 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0011AA	SAME AS ITEM 0011, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	20	EA		
0011AB	SAME AS ITEM 0011, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	20	EA		
0011AC	SAME AS ITEM 0011, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	20	EA		
0011AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
00011AE	SAME AS ITEM 0011 ASSET FUNCTIONALITY TEST APPLIES TO ALL GFM ASSETS RECEIVED FOR REPAIR DURING THE 3 YEAR PERIOD OF PERFORMANCE. SEE STATEMENT OF WORK FOR FURTHER DETAILS.	TBD	EA		
0011AF	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	NSN: 7G 5998-01-508-9511 NOM: CIRCUIT CARD ASSEMB P/N: G641249-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0012AA	SAME AS ITEM 0012, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	5	EA		
0012AB	SAME AS ITEM 0012, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	5	EA		
0012AC	SAME AS ITEM 0012, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	5	EA		
0012AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0012AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	NSN: 7G 5998-01-508-9512 NOM: CIRCUIT CARD ASSEMB P/N: G641250-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0013AA	SAME AS ITEM 0013, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	2	EA		
0013AB	SAME AS ITEM 0013, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	2	EA		
0013AC	SAME AS ITEM 0013, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	2	EA		
0013AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0013AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	NSN: 7G 5998-01-508-9513 NOM: CIRCUIT CARD ASSEMB P/N: G641251-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0014AA	SAME AS ITEM 0014, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	6	EA		
0014AB	SAME AS ITEM 0014, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	6	EA		
0014AC	SAME AS ITEM 0014, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	6	EA		
0014AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0014AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	NSN: 7G 5998-01-508-9518 NOM: CIRCUIT CARD ASSEMB P/N: G706336-X RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0015AA	SAME AS ITEM 0015, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	12	EA		
0015AB	SAME AS ITEM 0015, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	12	EA		
0015AC	SAME AS ITEM 0015, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	12	EA		
0015AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0015AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	NSN: 7G 5998-01-508-9519 NOM: CIRCUIT CARD ASSEMB P/N: G641253-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0016AA	SAME AS ITEM 0016, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	6	EA		
0016AB	SAME AS ITEM 0016, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	6	EA		
0016AC	SAME AS ITEM 0016, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	6	EA		
0016AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0016AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	NSN: 7G 5998-01-508-9920 NOM: CIRCUIT CARD ASSEMB P/N: G641270-4 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0017AA	SAME AS ITEM 0017, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	12	EA		
0017AB	SAME AS ITEM 0017, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	12	EA		
0017AC	SAME AS ITEM 0017, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	12	EA		
0017AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0017AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	NSN: 7G 5998-01-508-9927 NOM: CIRCUIT CARD ASSEMB P/N: G641270-2 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0018AA	SAME AS ITEM 0018, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	13	EA		
0018AB	SAME AS ITEM 0018, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	13	EA		
0018AC	SAME AS ITEM 0018, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	13	EA		
0018AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0018AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	NSN: 7G 5998-01-509-0144 NOM: CIRCUIT CARD ASSEMB P/N: G752006-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0019AA	SAME AS ITEM 0019, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	11	EA		
0019AB	SAME AS ITEM 0019, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	11	EA		
0019AC	SAME AS ITEM 0019, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	11	EA		
0019AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0019AE	SAME AS ITEM 0019 ASSET FUNCTIONALITY TEST APPLIES TO ALL GFM ASSETS RECEIVED FOR REPAIR DURING THE 3 YEAR PERIOD OF PERFORMANCE. SEE STATEMENT OF WORK FOR FURTHER DETAILS.	TBD	EA		
0019AF	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	NSN: 7G 5998-01-509-0146 NOM: CIRCUIT CARD ASSEMB P/N: G771399-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0020AA	SAME AS ITEM 0020, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	13	EA		
0020AB	SAME AS ITEM 0020, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	13	EA		
0020AC	SAME AS ITEM 0020, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	13	EA		
0020AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0020AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OR WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	NSN: 7G 5895-01-509-1530 NOM: CONVERTER, FREQUENCY P/N: 657909-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0021AA	SAME AS ITEM 0021, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	9	EA		
0021AB	SAME AS ITEM 0021, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	9	EA		
0021AC	SAME AS ITEM 0021, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	9	EA		
0021AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0021AE	SAME AS ITEM 0021 ASSET FUNCTIONALITY TEST APPLIES TO ALL GFM ASSETS RECEIVED FOR REPAIR DURING THE 3 YEAR PERIOD OF PERFORMANCE. SEE STATEMENT OF WORK FOR FURTHER DETAILS.	TBD	EA		
0021AF	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	NSN: 7G 5996-01-509-2978 NOM: AMPLIFIER, RADIO FRE P/N: G751795-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0022AA	SAME AS ITEM 0022, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	2	EA		
0022AB	SAME AS ITEM 0022, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	1	EA		
0022AC	SAME AS ITEM 0022, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	1	EA		
0022AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0022AE	SAME AS ITEM 0022 ASSET FUNCTIONALITY TEST APPLIES TO ALL GFM ASSETS RECEIVED FOR REPAIR DURING THE 3 YEAR PERIOD OF PERFORMANCE. SEE STATEMENT OF WORK FOR FURTHER DETAILS.	TBD	EA		
0022AF	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	NSN: 7G 5895-01-509-2995 NOM: CONVERTER, FREQUENCY P/N: G751797-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0023AA	SAME AS ITEM 0023, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	2	EA		
0023AB	SAME AS ITEM 0023, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	2	EA		
0023AC	SAME AS ITEM 0023, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	2	EA		
0023AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0023AE	SAME AS ITEM 0023 ASSET FUNCTIONALITY TEST APPLIES TO ALL GFM ASSETS RECEIVED FOR REPAIR DURING THE 3 YEAR PERIOD OF PERFORMANCE. SEE STATEMENT OF WORK FOR FURTHER DETAILS.	TBD	EA		
0023AF	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	NSN: 7G 5998-01-509-3000 NOM: CIRCUIT CARD ASSEMB P/N: G662628-3 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0024AA	SAME AS ITEM 0024, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	27	EA		
0024AB	SAME AS ITEM 0024, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	27	EA		
0024AC	SAME AS ITEM 0024, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	27	EA		
0024AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	TBD	LO	NSP	NSP
0024AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	NSN: 7H 6110-01-514-9267 NOM: PANEL, POWER DISTRIB P/N: G750928-2 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0025AA	SAME AS ITEM 0025, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	6	EA		
0025AB	SAME AS ITEM 0025, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	6	EA		
0025AC	SAME AS ITEM 0025, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	6	EA		
0025AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0025AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	NSN: 7G 5999-01-523-2802 NOM: HOUSING, ELECTRONIC P/N: H328773-2 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0026AA	SAME AS ITEM 0026, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	4	EA		
0026AB	SAME AS ITEM 0026, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	4	EA		
0026AC	SAME AS ITEM 0026, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	3	EA		
0026AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0026AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	NSN: 7G 5996-01-548-7746 NOM: AMPLIFIER, RADIO FRE P/N: H400531-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0027AA	SAME AS ITEM 0027, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	4	EA		
0027AB	SAME AS ITEM 0027, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	4	EA		
0027AC	SAME AS ITEM 0027, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	3	EA		
0027AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0027AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	NSN: 7H 7021-01-080-4324 NOM: AMPLIFIER P/N: 1548055-100 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0028AA	SAME AS ITEM 0029, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	1	EA		
0028AB	SAME AS ITEM 0029, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	1	EA		
0028AC	SAME AS ITEM 0029, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	1	EA		
0028AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0028AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	NSN: 7H 5998-01-111-7879 NOM: CIRCUIT CARD ASSEMB P/N: 1640174-100; 1640174-101 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0029AA	SAME AS ITEM 0030, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	1	EA		
0029AB	SAME AS ITEM 0030, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	1	EA		
0029AC	SAME AS ITEM 0030, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	1	EA		
0029AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0029AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	NSN: 7H 5998-01-325-5564 NOM: CIRCUIT CARD ASSEMB P/N: 1657607-101 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0030AA	SAME AS ITEM 0031, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	3	EA		
0030AB	SAME AS ITEM 0031, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	3	EA		
0030AC	SAME AS ITEM 0031, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	2	EA		
0030AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0030AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	NSN: 7G 5895-01-471-1431 NOM: CONVERTER, SIGNAL DA P/N: G672787-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0031AA	SAME AS ITEM 0032, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	4	EA		
0031AB	SAME AS ITEM 0032, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	4	EA		
0031AC	SAME AS ITEM 0032, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	4	EA		
0031AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0031AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	NSN: 7G 5998-01-480-8485 NOM: CIRCUIT CARD ASSEMB P/N: G641270-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0032AA	SAME AS ITEM 0034, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	24	EA		
0032AB	SAME AS ITEM 0034, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	24	EA		
0032AC	SAME AS ITEM 0034, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	24	EA		
0032AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0032AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	NSN: 7G 5998-01-482-6280 NOM: CIRCUIT CARD ASSEMB P/N: G675324-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0033AA	SAME AS ITEM 0035, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	9	EA		
0033AB	SAME AS ITEM 0035, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	8	EA		
0033AC	SAME AS ITEM 0035, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	8	EA		
0033AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0033AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	NSN: 7G 5998-01-482-7350 NOM: CIRCUIT CARD ASSEMB P/N: G675573-2 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0034AA	SAME AS ITEM 0036, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	1	EA		
0034AB	SAME AS ITEM 0036, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	1	EA		
0034AC	SAME AS ITEM 0036, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	1	EA		
0034AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0034AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	NSN: 7G 5998-01-482-8808 NOM: ELECTRONIC COMPONENT P/N: G675320-1 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0035AA	SAME AS ITEM 0037, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	5	EA		
0035AB	SAME AS ITEM 0037, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	5	EA		
0035AC	SAME AS ITEM 0037, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	4	EA		
0035AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0035AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036	NSN: 7G 5895-01-496-2599 NOM: SENSOR ASSEMBLY P/N: G708417-3 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0036AA	SAME AS ITEM 0038, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	34	EA		
0036AB	SAME AS ITEM 0038, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	34	EA		
0036AC	SAME AS ITEM 0038, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	34	EA		
0036AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0036AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037	NSN: 7H 5998-01-530-1868 NOM: CIRCUIT CARD ASSEMB P/N: 1696464-101 RTAT: SEE ATTACHMENT 1 PACKAGING: SEE STATEMENT OF WORK				
0037AA	SAME AS ITEM 0039, ESTIMATED REQUIREMENT FOR YEAR ONE (1). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR ONE WILL BEGIN FROM THE DATE OF CONTRACT AWARD FOR 12 MONTHS, OR 365 DAYS.	3	EA		
0037AB	SAME AS ITEM 0039, ESTIMATED REQUIREMENT FOR YEAR TWO (2). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR TWO WILL BEGIN IN MONTH 13 THROUGH MONTH 24, FOR 365 DAYS.	3	EA		
0037AC	SAME AS ITEM 0039, ESTIMATED REQUIREMENT FOR YEAR THREE (3). ACRN: TO BE IDENTIFIED ON INDIVIDUAL ORDER. PR. NO.: TO BE IDENTIFIED ON INDIVIDUAL ORDER. THE ORDERING PERIOD FOR YEAR THREE WILL BEGIN IN MONTH 25 THROUGH MONTH 36, FOR 365 DAYS.	2	EA		
0037AD	CONTRACT DATA REQUIREMENTS LIST TECHNICAL DATA, SEE DD FORM 1423, EXHIBIT A DATA ITEMS A001 THROUGH A002.	1	LO	NSP	NSP
0037AE	WEBCAV REPORTING IAW WEBCAV STATEMENT OF WORK SEE ATTACHMENT 3.	1	LO	NSP	NSP

CONTINUATION SHEET (OPTIONAL FORM 336)	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00104-16-R-L005	PAGE 39	OF
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SECTION B, SCHEDULE OF SUPPLIES/SERVICES NOTES:

1. Fob Origin applies to ALL Contract Line Items.
2. Teardown, Test, Evaluation And Repair Applies To ALL 37 NIIN's, CLINs 0000AA, 0000AB and 0000AC.
3. Asset Functionality Test Applies To CLINS 0011AE, 0019AE, 0021AE, 0022AE and 0023AE ONLY.
4. WEB - Based Commercial Asset Visibility (CAV) applies to ALL 37 NIIN's. CAV WILL NOT BE SEPARATELY PRICED.
5. The Mini-Stock Point (MSP) Requirement will be incorporated via a separate delivery order under the contract. MSP TO BE SEPARATELY PRICED.

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SECTION C - DESCRIPTION, SPECIFICATIONS AND WORK STATEMENT

DEPOT CERTIFICATION

Designated Overhaul Point (DOP) certification and assignment by the Hardware Systems Commands (HSCs) is a key component of NAVSUP WSS repairable management. Improper DOP assignments can jeopardize program support, increase backorders, increase Repair Turn Around Time (RTAT), increase repair costs, and potentially delay Material Support Date (MSD). Certifying and documenting DOPs, and entering DOP assignment data in NAVSUP WSS's records is crucial to assuring proper repairable management. The accurate loading and maintenance of DOP data in NAVSUP WSS's Repairable Management File (RMF) improves effectiveness by facilitating carcass movement, depot work-loading and execution of rework funds.

Depot Certification by Space and Naval Warfare Systems Command (SPAWAR) is a requirement for this contract. The certification must be approved prior to contract award and must be maintained for the entire period of performance for the list of items contained herein.

The ISEA, SPAWAR, performed a depot level review of Raytheon's facility and Certified Raytheon Company, 6125 E 21st Street, Indianapolis, IN, 46219-2001, Cage Code 072E5, as a Designated Overhaul Point, (DOP), for EHF UHF AN/USC-38 and SATCOM AN/WSC-6 effective December 17, 2015.

Raytheon Company, 6125 E 21st Street, Indianapolis, IN 46219-2001, shall maintain this certification during the entire period of performance of this requirements contract. If Raytheon Company fails to maintain the DOP certification, the Contracting Officer will have the right to take appropriate remedies, including but not limited to withholding of monthly payments and Termination for Default.

(End of Clause)

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dema.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall—

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

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(Offeror insert information for each SPI process)

SPI:

Facility:

Military or Federal Specifications or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror—

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

NAVSUPWSSCA05 CONFIGURATION CONTROL (OCT 2004)

(a) The Contractor shall maintain the total baseline configuration of the contract items, including, but not limited to, hardware, software and firmware, in accordance with the configuration management provisions of this contract.

(b) Definitions

(1) Critical Application Item (CAI) – CAI is defined as an item that is essential to weapon system performance or operation, or the preservation of life or safety of operational personnel, as determined by the military services. The subset of CAIs, whose failure could have catastrophic or critical safety consequences (Category I or II as defined by MIL-STD-882), are Critical Safety Items (CSI).

(2) Critical Safety Item (CSI) - CSI is defined as a part, an assembly, installation, or production system with one or more critical or critical safety characteristics that, if missing or not conforming to the design data, quality requirements, or overhaul and maintenance documentation, would result in an unsafe condition that could cause loss or serious damage to the end item or major components, loss of control, un-commanded engine shutdown, or serious injury or death to personnel and unsafe conditions, which relate to hazard severity categories I and II of MIL-STD-882, System Safety Requirements. CSIs are a subset of CAIs and include, but are not limited to, items determined to be life-limited, fracture critical, or fatigue sensitive. A Critical Safety Item may also be known by terms such as a Flight Safety Critical Aircraft Part, Flight Safety Part, or Flight Safety Critical Part. For purposes of this contract, the term used will be Critical Safety Item.

(3) Engineering Change Proposal (ECP) – An ECP is the documentation by which an engineering change and its implementation for items to be delivered under this contract is proposed, justified and submitted to the appropriate authority for approval or disapproval. Class I and Class II ECPs will be classified as follows:

(i) Class I ECP. An engineering change will be classified as Class I if:

(A) it affects any physical or functional requirement in approved functional or configuration documentation, or

(B) it affects any approved functional, allocated or product configuration documentation, cost to the Government, warranties or contract milestones, or

(C) it affects approved product configuration documentation and one or more of the following: Government furnished equipment (including Government test equipment and associated programs such as Test Program Sets/Software); safety; compatibility, interoperability, or logistic support; delivered technical manuals for which changes are not funded; will require retrofit of delivered units; preset adjustments or schedules affecting operating limits or performance to the extent a new identification number is required; interchangeability, substitutability, or replacement of any item down to non-repairable assemblies, sources on a source control drawing; or skills manning, training, biomedical factors or human engineering design.

(ii) Class II ECP. An engineering change is Class II if it does not impact any of the Class I factors specified above.

(4) Deviation – A deviation is the specific written authorization to depart from a particular requirement of the item's configuration for a specific number of units or for a specific amount of time. It is also a specific written authorization to accept items, which are found to depart from specified requirements, but which nevertheless is considered suitable for use "as is" or after correction by a specified method. The term deviation encompasses what previously had been defined as both a deviation

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and waiver, and therefore includes requests to depart from a known requirement before, during or after manufacture. Deviations will be classified as follows:

(i) Major. A deviation is major when it involves a departure from requirements or specifications involving: health, performance, interchangeability, reliability, survivability, maintainability or durability of the item or parts, effective use or operation of the item or system, weight or size, and appearance (when a factor).

(ii) Critical. A deviation is critical when the deviation involves or impacts safety.

(iii) Minor. A deviation is minor when the deviation does not involve factors listed above for either critical or major deviations.

(c) Configuration Management/ECPs

(1) The Government will maintain configuration control and change authority for all modifications or changes affecting form, fit, function, or interface parameters of the contract items and sub-assemblies. Guidelines for preparing Class I and Class II ECPs may be found in MIL-HDBK-61A, Configuration Management Guidance and ANSI/EIA-649, National Consensus Standard for Configuration Management. The Contractor will maintain configuration of the items in accordance with the requirements of this contract.

(2) The Contractor shall submit an Engineering Change Proposal (ECP) for any Class I or II changes that impact the items covered by this contract. An ECP shall be designated Class I or Class II, as defined in this contract.

(i) If the Contractor has an ECP pending with another Government activity, has an approved ECP that the Contractor proposes to incorporate under this contract, or has an ECP pending or approved under a production contract, the Contractor will notify the PCO of the status of the ECP and provide a copy of the ECP submission. Any such Class I ECPs, however, will be incorporated only by modification to the contract.

(ii) A properly documented ECP submitted under this contract shall be processed as follows:

(A) Any Class I ECP must be submitted to the contracting officer for approval/disapproval. A Class I change will be not be implemented until a contract modification is issued by the contracting officer.

(B) Any Class II ECP involving a non-critical item or a CAI shall be submitted to the cognizant Defense Contract Management Agency (DCMA) for concurrence in classification and may be implemented only upon receiving DCMA concurrence. Any Class II ECP involving a CSI must be clearly identified as involving a CSI, must be submitted to the contracting officer for review by the contracting officer and the Navy's Basic Design Engineer, and may be implemented only upon the approval of the contracting officer. If, however, authorized in writing by the contracting officer or if the Naval Air Systems Command has delegated authority in writing to the DCMA to concur in Class II ECPs involving CSIs for the Contractor (which is specific to the Contractor's location and CAGE code), a Class II ECP involving a CSI may be submitted to the DCMA and implemented upon DCMA's concurrence with classification. If the affected Class II ECP item or items have not been identified as CAI, CSI or as non-critical by the Government, the Contractor will contact the contracting officer to obtain a classification for the affected items. The Government will not be responsible for any contract delay or disruption or any increased costs of performance of the contractor due to a misclassification of an ECP by the contractor, including those costs associated with replacement of delivered items resulting from such a misclassification. Class II changes shall be made at no additional cost to the Government.

(iii) The Contractor shall coordinate with the cognizant NAVAIR PMA office prior to any ECP submission. The Contractor will provide copies of configuration changes affecting FMS customers to NAVICP FMS, Code P751.

(iv) Under this contract, a Class I ECP may be prepared in the contractor's format but in a medium compatible with Government information management systems. In addition, a Class I ECP shall provide all information required by DI-CMAN-80639C – Engineering Change Proposal. A Class II ECP may be prepared in the contractor's format. The minimum required data is: name and part number of item affected; name and part number of next higher assembly; description of the engineering change; need and reason for the change; all government contract numbers for which the change applies; and the change document number. Justification codes are not required for Class II ECPs.

(v) The contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a Class I or Class II ECP.

(d) Configuration Management/Deviations

(1) The Contractor shall not manufacture any item for acceptance by the Government that incorporates a known departure from technical or contractual requirements unless a request for a deviation has been approved. Authorized deviations are a temporary departure from the requirements only and do not authorize a change to the item's configuration baseline.

(2) Deviation requests shall be prepared in accordance with DI-CMAN-80640C – Request for Deviation. Guidelines for preparing deviations may also be found in MIL-HDBK-61A, Configuration Management Guidance and ANSI/EIA-649, National Consensus Standard for Configuration Management.

(3) Major, critical and minor deviations are classified in accordance with the definitions in this contract.

(4) A Request for Deviation shall be processed as follows upon submission of a properly documented request:

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(i) For items involving a major or critical deviation, delivery and/or shipment of such items of items under this contract is not permitted until authorized in writing by the contracting officer.

(ii) For any non-critical item or CAI involving a minor deviation, delivery and/or shipment of such items under this contract is not permitted until authorized by the cognizant DCMA. Minor deviations affecting CSI must be identified as involving a CSI, must be submitted to the contracting officer for review by the contracting officer and the Navy's Basic Design Engineer, and may be delivered only upon the approval of the contracting officer. If, however, authorized in writing by the contracting officer or if the Naval Air Systems Command has delegated authority in writing to the DCMA to approve minor deviations involving CSIs for the Contractor (which is specific to the Contractor's location and CAGE code), a minor deviation affecting a CSI may be reviewed by the DCMA and may be delivered if authorization from DCMA is received. If the affected item or items have not been identified as CAI, CSI or as non-critical by the Government, the Contractor will contact the contracting officer to obtain a classification for the affected items.

(5) Recurring deviations are discouraged and shall be minimized. The contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a major/critical or minor deviation. In addition, the Government may be entitled consideration from the contractor if a deviation is approved.

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SECTION D – PACKAGING AND MARKING

NAVSUPWSSDA07 PRESERVATION, PACKAGING, PACKING AND MARKING (JULY 2014)

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 a 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 <https://tarp.navsisa.navy.mil> 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) shall be preserved in accordance with MIL-STD-2073-1E.

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-129R, Paragraph 5.2.2.6

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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) LABELS**

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.

NSN	DESCRIPTION	QUANTITY PER UNIT PACKAGE	APPLICATION	FORM NUMBER
0108LF5055300	DLR Label 2 in. x 3 in.	100	Unit Container	NAVSUP 1397-1
0108LF5055000	DLR Label 3 in. x 5 in.	100	Intermediate / Shipping Container	NAVSUP 1397

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:

SMIC	MARKINGS	COLOR	TYPE CONTAINER
L1	LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
S1	SURFACE LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
D4/D5/D7	DSS-SOC	RED	Unit, intermediate and shipping (size permitting)
C1 *	LEVEL 1 SPECIAL CLEAN O2-N2	GREEN	Unit, intermediate and shipping
CP/VG *	SPECIAL CLEAN O2-N2	GREEN	Unit, intermediate and shipping
D0/D6/D8 *	DSS-SOC SPECIAL CLEAN O2-N2	GREEN	Unit, intermediate and shipping
VU	FBW SFCC VU	BLUE	Unit, intermediate and shipping (size permitting)

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

* denotes Oxygen Clean requirements in accordance with MIL-STD-1330 "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 Type I 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 "OR") shall be provided as government-furnished material (GFM). Fast pack containers will 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/container> request or by contacting 215-697-5842, then fax the completed form to 215-697-1405/3850 at least 90 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.

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ALTERNATE PACKAGING REQUIREMENTS FOR ITEMS ASSIGNED THE FOLLOWING CONTAINERS

Container NIIN	Container Part Number(80132)	Alternate Packaging Code IAW MIL-STD-2073-1E
00-260-9548	P069-2	GX10000LTBEC (QUP = 001) (ICQ = 000)
00-260-9556	P069-1	
00-260-9559	P069-3	
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 (QUP = 001) (ICQ = 000)
01-262-2983	15450-200	
01-262-2984	15450-300	
01-262-2985	15450-400	
01-262-2986	15450-500	
01-262-2987	15450-600	
01-262-2988	15450-700	DW100K3GHFDR (QUP = 001) (ICQ = 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 OR 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.

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 be delivered under the resultant contract by the submission of Material Safety Data Sheets (MSDSs) to the NAVSUP WSS or DLA 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.

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) *Definitions.* As used in this clause—

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means—

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200)

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specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government’s unit acquisition cost” means—

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise (i.e., Dun & Bradstreet’s Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/ Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

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“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government’s unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number Item Description

(ii) Items for which the Government’s unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number Item Description

(If items are identified in the Schedule, insert “See Schedule” in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology – International symbology specification – Data matrix; ECC200 data matrix specification.

(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that—

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

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(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology – Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) *Unique item identifier.*

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code—

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall

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report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods—

- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number (*fill in*) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) *Subcontracts*. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

()ALTERNATE I (APR 2005) -

As prescribed in 211.274-4(c), delete paragraphs (c), (d), (e), (f), and (g) of the basic clause, and add the following paragraphs (c) and (d) to the basic clause:

(c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Government's unit acquisition cost.

(d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

252.211-7006

PASSIVE RADIO FREQUENCY IDENTIFICATION (SEP 2011)

(a) *Definitions*. As used in this clause—

“Advance shipment notice” means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

“Bulk commodities” means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.

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- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

“Case” means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

“Electronic Product Code™ (EPC)” means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC Tag Data Standards will define the length and position of this data, without defining its content.

“EPCglobal®” means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

“Exterior container” means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

“Palletized unit load” means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

“Passive RFID tag” means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal™ Class 1 Generation 2 standard.

“Radio frequency identification (RFID)” means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

“Shipping container” means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that—

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I – Packaged operational rations.

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(B) Class II – Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP – Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV – Construction and barrier materials.

(E) Class VI – Personal demand items (non-military sales items).

(F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagents – suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX – Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to—

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to—

(B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall—

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

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(d) *Data syntax and standards.* The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).

(e) *Advance shipment notice.* The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS [252.232-7003](#), Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

FAR/DFARS SOURCE

TITLE AND DATE

252.246-7007

**CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION
AND AVOIDANCE SYSTEM (MAY 2014)**

N00104-16-R-L005

SECTION E – INSPECTION AND ACCEPTANCE

FAR/DFARS SOURCE

TITLE AND DATE

52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

	Title	Number	Date	Tailoring
	ISO 9001			

[Contracting Officer insert the title, number, date, and tailoring (if any) of the higher-level quality standards.]

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
- (2) When the technical requirements of a subcontract require—
 - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
 - (ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

(End of Clause)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

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SECTION F – DELIVERIES/DESTINATIONS

DELIVERIES:

All deliveries shall be in accordance with the Repair Turn-Around Times identified below.

RTAT, Repair Turn-Around Time = days after contract/order award.

CLIN	FSC	NIIN	NOMENCLATURE	P/N	RTAT
0001	5999	012913114	CIRCUIT CARD ASSEMB	G225180-1	208
0002	6130	012913118	POWER SUPPLY	G225110-1	90
0003	5895	012973301	SYNTHESIZER,ELECTRI	G319864-1	111
0004	6680	012973337	ACCELEROMETER,ELECT	G395598-50	180
0005	5998	012976248	CIRCUIT CARD ASSEMB	22887-101	97
0006	5985	012976263	DIPLEXER	G369777-1	119
0007	6625	012976265	GENERATOR,SIGNAL	G167550-2	141
0008	6615	012981072	GYROSCOPE,DISPLACEM	114384-101	78
0009	5998	013905316	CIRCUIT CARD ASSEMB	G593336-1	71
0010	5998	014710363	CIRCUIT CARD ASSEMB	G640907-X	280
0011	6625	014763852	FREQUENCY STANDARD	G772295-2	274
0012	5998	015089511	CIRCUIT CARD ASSEMB	G641249-1	254
0013	5998	015089512	CIRCUIT CARD ASSEMB	G641250-1	280
0014	5998	015089513	CIRCUIT CARD ASSEMB	G641251-1	144
0015	5998	015089518	CIRCUIT CARD ASSEMB	G706336-X	132
0016	5998	015089519	CIRCUIT CARD ASSEMB	G641253-1	233
0017	5998	015089920	CIRCUIT CARD ASSEMB	G641270-4	77
0018	5998	015089927	CIRCUIT CARD ASSEMB	G641270-2	121
0019	5998	015090144	CIRCUIT CARD ASSEMB	G752006-1	131
0020	5998	015090146	CIRCUIT CARD ASSEMB	G771399-1	143
0021	5895	015091530	CONVERTER,FREQUENCY	G657909-1	293
0022	5996	015092978	AMPLIFIER,RADIO FRE	G751795-1	101
0023	5895	015092995	CONVERTER,FREQUENCY	G751797-1	233
0024	5998	015093000	CIRCUIT CARD ASSEMB	G662628-3	280
0025	6110	015149267	PANEL,POWER DISTRIB	G750928-2	144
0026	5999	015232802	HOUSING,ELECTRONIC	H328773-2	151
0027	5996	015487746	AMPLIFIER,RADIO FRE	H400531-1	77
0028	7021	010804324	AMPLIFIER	1548055-100	278
0029	5998	011117879	CIRCUIT CARD ASSEMB	1640174-100 or 1640174-101	161
0030	5998	013255564	CIRCUIT CARD ASSEMB	1657607-101	140
0031	5895	014711431	CONVERTER,SIGNAL DA	G672787-1	160
0032	5998	014808485	CIRCUIT CARD ASSEMB	G641270-1	227
0033	5998	014826280	CIRCUIT CARD ASSEMB	G675324-1	64
			Continued:		

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CLIN	FSC	NIIN	NOMENCLATURE	P/N	RTAT
0034	5998	014827350	CIRCUIT CARD ASSEMB	G675573-2	265
0035	5998	014828808	ELECTRONIC COMPONENT	G675320-1	117
0036	5895	014962599	SENSOR ASSEMBLY	G708417-3	262
0037	5998	015301868	CIRCUIT CARD ASSEMB	1696464-101	280

DESTINATIONS:

To be provided at the time of contract / order award.

FAR/DFARS SOURCE

TITLE AND DATE

- 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)**
- 52.242-15 STOP WORK ORDER (AUG 1989)**
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)**
- 52.247-29 F.O.B. ORIGIN (FEB 2006)**
- 52.247-30 F.O.B. ORIGIN, CONTRACTOR'S FACILITY (FEB 2006)**
- 52.247-55 F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (JUN 2003)**
- 52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)**
- 52.247-59 F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS (APR 1984)**
- 52.247-61 F.O.B. ORIGIN--MINIMUM SIZE OF SHIPMENTS (APR 1984)**

NAVSUPWSSFA09

**REDISTRIBUTION ORDER/READY FOR ISSUE – NAVY
TRANSPORTATION – CAV DIRECT SHIP (JULY 2010)**

A. NAVSUP WSS has contracted with the Navy's transportation organization, Advanced Traceability and Control (ATAC), for delivery and pickup of Government-owned assets as specified herein. ATAC will send a subcontracted transporter to both deliver and pick up material at the repair facility.

B. Repairable assets covered by the Government and Contractor agreement (i.e., Basic Ordering Agreement and/or Long Term Contract and/or purchase order) and delivered to your facility will include any DLR in any condition. Upon receipt of material, compare the quantity of units and the NIIN of the item inside the container to the quantity and NIIN on the DD Form 1348-1A document that accompanies the material. There may be multiple DD Form 1348-1A documents with the material. The appropriate DD Form 1348-1A to compare to is the one that reflects material being shipped to the repair facility. Any discrepancies in quantity or NIIN must be reported in accordance with the most current CAV Statement of Work (SOW).

C. Assets to be picked up from your facility will include Depot Level Repairable (DLRs) in any of the following conditions:

- a. Units that have been repaired and are Ready for Issue ("A" condition)

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- b. Units that have been determined Beyond Repair (“H” condition)
- c. Units that are either Beyond Economical Repair or are not authorized for repair – Not Ready for Issue (“F” condition)
- d. Units that have been misidentified or misdirected to the facility (“J” condition)

D. If the asset is determined to be Beyond Repair (BR) or Beyond Economical Repair (BER), the PCO will direct, via modification to the individual delivery order, disposition of the asset. Both BR/BER and repaired “A” condition assets shall be prepared using the following criteria:

a. Contact the Government Quality Assurance Representative (QAR) to schedule an on-site visit for inspection/acceptance of the material including signature of the DD250, which is required for payment purposes.

b. Affix two copies of the DD Form 1348-1A to the outside of the shipment container and place one copy inside the container. Units ready for shipment must be either single packed or packed in multiple quantities of the same NIIN to the same destination. Different NIINs shall NOT be packaged together. DO NOT INCLUDE A COPY OF THE DD FORM 250 WITH THE MATERIAL TO BE SHIPPED.

C. Upon completion of the QAR inspection, input the shipment transaction into the Commercial Asset Visibility (CAV) system. The shipment transaction will automatically trigger the pick-up order to the ATAC transportation carrier. There will be 3 additional fields to enter on the CAV shipment screen – Weight of the shipment, Cube of the shipment, and Pickup UIC.

d. Place the material that is ready for pickup in a staging area designated for ATAC pickup.

E. Upon completion of repair of a unit, or if the PCO has directed, via modification to the individual delivery order, that the unit is Beyond Repair (BR) or Beyond Economical Repair (BER) and the unit is to be retained at the Defense Distribution Depot, the repair facility shall:

a. Contact the Government Quality Assurance Representative (QAR) to schedule an on-site visit date for inspection/acceptance of the material including signature of the DD250, which is required for payment purposes.

b. Affix two copies of the DD Form 1348-1A to the outside of the shipment container and place one copy inside the container. Units ready for shipment must be either single packed or packed in multiple quantities of the same NIIN to the same destination. Different NIINs shall NOT be packaged together. DO NOT INCLUDE A COPY OF THE DD FORM 250 WITH THE MATERIAL TO BE SHIPPED.

c. Upon completion of the QAR inspection, input the shipment transaction into the Commercial Asset Visibility (CAV) system. The shipment transaction will automatically trigger the pick-up order to the ATAC transportation carrier. There will be 3 additional fields to enter on the CAV shipment screen – Weight of the shipment, Cube of the shipment, and Pickup UIC.

d. Place the material that is ready for pickup in a staging area designated for ATAC pickup.

F. FOR ROUTINE SHIPMENTS, defined as normal shipments that are picked up daily by the ATAC carrier, the transaction transmission for shipments via the CAV program will trigger pickup orders to the ATAC carrier daily. The ATAC carrier will arrive at the repair facility Monday through Friday to pick up material for which a pickup order has been received.

G. FOR EMERGENCY SHIPMENTS, defined as shipments that must leave your facility prior to the next ATAC pickup, the contractor shall contact the QAR and transmit the shipment via CAV. The repair facility shall also contact the ATAC shipping office between the hours of 7:00 a.m. and 4:30 p.m. Pacific Standard Time (PSF) at one of the following phone numbers below to advise that the material is ready for pickup and must be shipped under urgent means:

a. (619) 545-6129 Larry King or (619) 545-7059 Hilda Martinez

b. The repair facility must have the following information available to provide the ATAC office:

Shipment Document Number
Pieces (number of boxes)
Weight
Cube
Pickup Location/Address
Destination Location/Address

c. Shipments identified as urgent on the weekend or after the ATAC shipping office has closed may be shipped by the Contractor using the most expedient means such as FED EX, UPS or other transportation arrangements. The repair facility shall notify the ATAC shipping office no later than the next workday of the documents that were shipped.

H. Assets which are CLASSIFIED or SECURITY CODED are excluded from the ATAC process and will continue to be shipped under the current method with the issuer scheduling the transportation.

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MATERIAL RETURNS

1. "A" CONDITION MATERIAL shall be shipped-in-place at the contractor's repair facility and retained for a 24-hour period in the event a backorder must be filled from the repaired asset(s). If the unit is to be shipped directly to an end user/requisitioner, contact the DCMA transportation office for the specific address. If no backorder requisition is received within 24 hours, shipments shall be redirected to the East Coast and West Coast Defense Distribution Depots (DDD). Shipment of orders with a quantity of one (1) shall ship the repaired unit to the East Coast destination. Shipment of orders with more than a quantity of one shall be divided evenly between the East Coast and West Coast.DDDs. In the event the quantities are an odd number, the odd "A" condition item shall be redirected to the East Coast destination.

East Coast: W25G1U DDD Susquehanna, DDSP New Cumberland, 2001 Normandy Drive, Door 113 to 134, New Cumberland, PA 17070-5002.

West Coast: W62G2T W1BG DDD San Joaquin, 25600 South Chrisman Road, Rec Whse 16B, phone 209-839-4307, Tracy, CA 95304-5000.

2. "F" CONDITION MATERIAL – Unless otherwise provided for in the purchase order/contract, delivery order or modification, the repair facility shall contact the appropriate NAVSUP WSS inventory manager for status on units received without authorization for repair within 90 days (Not Ready for Issue – "F" Condition). If it is determined that the material is to be returned to the Government, the units shall be shipped as follows to the location that lies within the closest physical proximity to the facility from which the material is being shipped:

a. MARK FOR: NAVSUP WSS-DIRECTED RETURN FOR 'F' CONDITION STOCK. DO NOT PROCESS THROUGH ATAC/HUB

b. Consignment Addresses are available electronically at: <https://www.daas.dla.mil/daasing/>
SW3117 – DD Norfolk, VA SW3205 – DD San Diego, CA

3. "J" CONDITION MATERIAL - Unless otherwise provided in the delivery order/modification, those units received without authorization that are not manufactured or repaired by your facility ("J" condition), shall be receipted as Material Not On Contract and shipped immediately as follows to the location that lies within the closest physical proximity to the facility from which the material is being shipped:

a. MARK FOR: MISDIRECTED/MISIDENTIFIED MATERIAL. PROCESS AS CONTRACTOR RETURN AND RESCREEN FOR CORRECT DISPOSITION.

b. Consignment Addresses are available electronically at <https://www.daas.dla.mil/daasing/>
N68620 –ATAC HUB, Norfolk, VA N46433 - ATAC HUB, San Diego, CA

c. If after return, the same unit is again shipped to your facility, call 619-545-9707 or 619-545-8359 for hub shipments, and call the NAVSUP WSS Item Manager for all others.

4. "H" CONDITION MATERIAL: The contractor shall obtain written concurrence from DCMA QAR for all units determined to be Beyond Repair (BR) or Beyond Economical Repair (BER). All such determinations, including the basis for the determination, the repair required the proposed price to repair and the DCMA written concurrence shall be provided by the contractor to the PCO. After receipt of the required documentation, the PCO shall provide the contractor disposition instructions or contractual authority for repair of the item. The contractor is not authorized to proceed with repair until notification to proceed is received by the PCO. If provided disposition instructions, the contractor shall submit a proposal for BER pricing to the PCO within 30 days of receipt of these instructions. Any disposal action ordered by the PCO shall be performed by the contractor in accordance with applicable regulations and DCMA disposal procedures and requirements. If it is determined that a unit should be retained by the Defense Distribution Depot, in lieu of disposal, the contractor shall prepare the units for delivery to the following:

a. MARK FOR: NAVSUP WSS DIRECTED RETURN, FOR "H" CONDITION STOCK. DO NOT PROCESS THROUGH ATAC/HUB

b. Consignment Addresses are available electronically at: <https://www.daas.dla.mil/daasing/>
SW3117 – DD Norfolk, VA SW3205 – DD San Diego, CA

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SECTION G – CONTRACT ADMINISTRATION DATA

**NAVSUPWSSGA02 NOTE FOR CONTRACTOR/ADMINISTRATIVE CONTRACTING OFFICER
(JUNE 2007)**

The following indicated with an "X" in the block is applicable:

() When a DCMA office is shown on a Contract/Purchase Order, the Administrative Contracting Officer (ACO) is the primary point of contact and all inquiries shall initially be directed to his office for necessary action.

Inquiries and correspondence directed to the Post Award PCO should be addressed as follows:

Code () Weapon System LRC ()
Telephone (717) 605-
E-Mail: (buyer fill-in your e-mail address)

(If above fill-in is blank, refer to block 6 of the DD1155 or block 5 of the SF26 for POC information)

Telephone inquiries should be made only in cases of extreme urgency and must be confirmed in writing within 48 hours. If the inquiry involves technical questions (drawing, specification, etc.) inquiry should be submitted in accordance with the procurement specification.

() NOTE FOR NAVY REQUISITIONING AND NAVY MONITORING ACTIVITIES:

Forward status and expediting inquiries to NAVSUP WSS -M, as follows:

CASREPT/OTHER - DSN 430-2460 or 2461
FBM - DSN 430-4490

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:

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(1) DOCUMENT TYPE. The Contractor shall use the following document type(s).

(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.

(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:	
Issue By DoDAAC:	
Admin DoDAAC:	
Inspect By DoDAAC:	
Ship To Code:	
Ship From Code:	
Mark For Code:	
Service Approver (DoDAAC) :	
Service Acceptor (DoDAAC) :	
Accept at Other DoDAAC:	
LPO DoDAAC:	
DCAA Auditor DoDAAC:	
Other DoDAAC(s) :	

(*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 e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(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.

Shirley Young, Code 0252.07, at 717-605-1134, or via shirley.young@navy.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

SMALL BUSINESS MANAGEMENT:

The current, approved Comprehensive Subcontracting Plan for Raytheon Company will apply to this contract. Raytheon Company however, shall make its best efforts to sustain or enhance its historical, small business/socio-economic base of subcontractors. Reporting procedures shall be accomplished under **CDRL A002**.

REPORTS AND REVIEWS:

a. Reports:

Raytheon Company shall provide to NAVSUP-WSS by the 10th of each month the reports required in accordance with **CDRL A001**.

PART II - CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

***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 these addresses:

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far>

<http://www.acq.osd.mil/dp/dars/dfars/tochtml.htm>

<http://farsite.hill.af.mil/VDFDARa.htm>

FAR/DFARS SOURCE TITLE AND DATE

52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)
52.204-2	SECURITY REQUIREMENTS (AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM NUMBER (JUL 2013)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUB-CONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)
52.211-5	MATERIAL REQUIREMENTS (AUG 2000)
52.211-15	DEFENSE PRIORITY AND ALLOCATIONS REQUIREMENTS (APR 2008)
52.213-4	TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)(MAR 2016)
52.215-2	AUDIT AND RECORDS--NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997) (\$10M)
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015)
52.219-9	(X) ALT II (OCT 2001)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-O0014)
52.219-14	LIMITATIONS ON SUBCONTRACTING (NOV 2011)
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (MAY 2014)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (MAY 2014)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

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- 52.222-26 EQUAL OPPORTUNITY (APR 2015)
- 52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
- 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
- 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
- 52.222-50 COMBATING TRAFFICKING IN PERSON (MAR 2015)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
- 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- 52.227-3 PATENT INDEMNITY (APR 1984)
- 52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
- 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015)
- 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015)
- 52.230-4 CONSISTENCY IN COST ACCOUNTING PRACTICES (OCT 2015)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JAN 2010)
- 52.232-1 PAYMENT (APR 1984)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENTS (FEB 2002)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-17 INTEREST (MAY 2014)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
- 52.232-25 PROMPT PAYMENT (JUL 2013)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- 52.233-1 DISPUTES (MAY 2014)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-1 CHANGES--FIXED PRICE (AUG 1987)
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012) (NOTE: ALT I DOES NOT APPLY TO THIS CONTRACT).
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-2 INSPECTION OF SUPPLIES-FIXED PRICE (AUG 1996)
- 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
- 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)
- 52.247-64 (X) ALT I (APR 2003)
- 52.247-64 (X) ALT II (FEB 2006)
- 52.248-1 VALUE ENGINEERING (OCT 2010)
- 52.248-1 (X) ALT I (APR 1984)
- 52.248-1 (X) ALT II (FEB 2000)
- 52.248-1 (X) ALT III APR 1984)
- 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)
- 252.203-7002 REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
- 252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)
- 252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)
- 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015)
- 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

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252.204-7013	LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT SOLICITATION OFFERORS (FEB 2014)
252.204-7014	LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (FEB 2014)
252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (FEB 2014)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2015)
252.215-7000	PRICING ADJUSTMENTS (DEC 2012)
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2012)
252.217-7028	OVER AND ABOVE WORK (DEC 1991)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM BASIC (NOV 2014)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2012)
252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA— SUBMISSION AFTER AWARD (OCT 2015)
252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (JUN 2005)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)
252.225-7013	DUTY FREE ENTRY (NOV 2014)
252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005)
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)
252.225-7021	TRADE AGREEMENTS (OCT 2015)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)
252.225-7036	BUY AMERICAN ACT-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM (NOV 2014)
252.225-7036	(X) ALTERNATE I (NOV 2014)
252.225-7036	(X) ALTERNATE II (NOV 2014)
252.225-7036	(X) ALTERNATE III (JUN 2014)
252.225-7036	(X) ALTERNATE IV (NOV 2014)
252.225-7036	(X) ALTERNATE V (NOV 2014)
252.225-7048	EXPORT CONTROLLED ITEMS (JUNE 2013)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)
252.227-7013	RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (FEB 2014)
252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)
252.227-7030	TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7010	LEVIES ON CONTRACT PAYMENTS (DEC 2006)
252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEMS (MAY 2011)
252.242-7005	CONTRACTOR BUSINESS SYSTEMS (FEB 2012)
252.242-7006	ACCOUNTING SYSTEMS ADMINISTRATION (FEB 2012)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JUN 2013)
252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION-BASIC (MAY 2014)
252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)
252.246-7001	WARRANTY OF DATA (MAR 2014)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)

(a) *Definitions.* As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

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“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect cost.

“Month of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause required the disclosure of classified information.

(d)

(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

4-10(i) In the Contractor’s preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, the Contractor shall report the following information at <http://www.fsr.gov> for that first tier subcontract. (The Contractor shall follow the instruction at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor’s parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

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- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.
- (xiii) Treasury account symbol (TAS) as reported in FPDS.
- (xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <https://www.fsr.gov>, if—

- (i) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)

- (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.
- (2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor

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(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

52.204-20 PREDECESSOR OF OFFEROR (APR 2016)

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

“Commercial and Government Entity (CAGE) code” means—

- (1) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by NATO’s Support Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”).

Predecessor legal name: _____.

(Do not use a “doing business as” name).

(End of provision)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor’s record.

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- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.
(End of clause)

52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

- (a) Definitions. “Added value, excessive pass-through charge, subcontract, and subcontractor,” as used in this provision, are defined in the clause of this solicitation entitled “Limitations on Pass-Through Charges” (FAR 52.215-23).
- (b) General. The offeror’s proposal shall exclude excessive pass-through charges.
- (c) Performance of work by the Contractor of a subcontractor.
 - (1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.
 - (2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal—
 - (i) The amount of the offeror’s indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and
 - (ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).
 - (3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—
 - (i) The amount of the subcontractor’s indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and
 - (ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of Provision)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

- (a) *Definitions.* As used in this clause--
 - “Added value” means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).
 - “Excessive pass-through charge,” with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).
 - “No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).
 - “Subcontract” means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
 - “Subcontractor,” as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.
- (b) *General.* The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.
- (c) *Reporting.* Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if—

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(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) *Recovery of excessive pass-through charges.* If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and

(2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) *Access to records.*

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) *Flowdown.* The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

(End of clause)

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through five (5) years after date of contract award.

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than (**1 EACH**) [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of () [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of (**305 EACH**) [insert dollar figure or quantity]; or

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

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

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

52.216-21 REQUIREMENTS (OCT 1995)

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- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government’s requirements do not result in orders in the quantities described as “estimated” or “maximum” in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 3 YEARS OR 1,095 DAYS after contract award.

52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(a) *Definition.*

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

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(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

(End of clause)

52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

(c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(X) ALTERNATE I (OCT 1997). As prescribed in [15.408\(f\)\(2\)](#), substitute the following paragraph (b) for paragraph (b) of the basic clause:

- (b) The Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered*. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception*. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data*. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in [Table 15-2](#) of FAR [15.408](#), which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in [Table 15-2](#) are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

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(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR [15.406-2](#).

(End of provision)

(X) **Alternate I (Oct 2010)**. As prescribed in [15.408](#)(l) (and see [15.403-5](#)(b)(1)), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)(1) The offeror shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in the following format: [Insert description of the data and format that are required, and include access to records necessary to permit an adequate evaluation of the proposed price in accordance with [15.408](#), [Table 15-2](#), Note 2. The description may be inserted at the time of issuing the solicitation, or the Contracting Officer may specify that the offeror's format will be acceptable, or the description may be inserted as the result of negotiations.]:

(X) **Alternate II (Oct 1997)**. As prescribed in [15.408](#)(l), add the following paragraph (c) to the basic provision:

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

(X) **Alternate III (Oct 1997)**. As prescribed in [15.408](#)(l), add the following paragraph (c) to the basic provision (if Alternate II is also used, redesignate the following paragraph as paragraph (d)).

(d) Submit the cost portion of the proposal via the following electronic media: [*Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.*]

() **Alternate IV (Oct 2010)**. As prescribed in [15.408](#)(l), replace the text of the basic provision with the following:

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: [*Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with [15.403-3](#).*]

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR [15.403-4](#) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) *Identification of the law or regulation establishing the price offered*. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If—

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

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(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in [Table 15-2](#) of FAR [15.408](#), which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in [Table 15-2](#) are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR [15.406-2](#).

(End of clause)

(X) *Alternate I (Oct 2010).* As prescribed in [15.408](#)(m) and [15.403-5](#)(b)(1), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause.

(b)(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments prepared in the following format: [*Insert description of the data and format that are required and include access to records necessary to permit an adequate evaluation of the proposed price in accordance with [15.408](#), [Table 15-2](#), Note 2. The description may be inserted at the time of issuing the solicitation, or the Contracting Officer may specify that the offeror's format will be acceptable, or the description may be inserted as the result of negotiations.*]:

(X) *Alternate II (Oct 1997).* As prescribed in [15.408](#)(m), add the following paragraph (c) to the basic clause:

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

(X) *Alternate III (Oct 1997).* As prescribed in [15.408](#)(m), add the following paragraph (c) to the basic clause (if Alternate II is also used, redesignate the following paragraph as paragraph (d)):

(d) Submit the cost portion of the proposal via the following electronic media: [*Insert media format*]

() *Alternate IV (Oct 2010).* As prescribed in [15.408](#)(m), replace the text of the basic clause with the following:

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: [*Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with [15.403-3](#).*]

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at www.dol.gov/olms/regs/compliance/EO13496.htm; or

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(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "*Hazardous material*," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
<i>(if none, insert "NONE")</i>	
NONE	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

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52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition: "*Ozone-depleting substance*," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as –

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows: Warning: Contains (or manufactured with, if applicable) * , a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere. * *The Contractor shall insert the name of the substance(s).*

52.232-16 PROGRESS PAYMENTS (APR2012)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) *Computation of amounts.*

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

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(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) *Liquidation.* Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidation's and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) *Reduction or suspension.* The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) *Title.*

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

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(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; *e.g.*, the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) *Control of costs and property.* The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) *Reports and access to records.*

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate

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of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) *Special terms regarding default.* If this contract is terminated under the Default clause,

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) *Reservations of rights.*

(1) No payment or vesting of title under this clause shall—

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause—

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to—

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

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(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments—

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if—

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments—

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if—

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) *Limitations on undefinitized contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract

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actions. A “contract action” is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) *Due date.* The designated payment office will make progress payments on the _____ [*Contracting Officer insert date as prescribed by agency head; if not prescribed, insert “30th”*] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) *Progress payments under indefinite-delivery contracts.* The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

Alternate I (Mar 2000). If the contract is with a small business concern, change each mention of the progress payment and liquidation rates excepting paragraph (k) to the customary rate of 85 percent for small business concerns (see [FAR 32.501-1](#)).

Alternate II (Apr 2003). If the contract is a letter contract, add paragraphs (n) and (o). The amount specified in paragraph (o) shall not exceed 80 percent of the maximum liability of the Government under the letter contract. The contracting officer may specify separate limits for separate parts of the work.

(n) The Contracting Officer will liquidate progress payments made under this letter contract, unless previously liquidated under paragraph (b) of this clause, using the following procedures:

(1) If this letter contract is superseded by a definitive contract, unliquidated progress payments made under this letter contract shall be liquidated by deducting the amount from the first progress or other payments made under the definitive contract.

(2) If this letter contract is not superseded by a definitive contract calling for the furnishing of all or part of the articles or services covered under the letter contract, unliquidated progress payments made under the letter contract shall be liquidated by deduction from the amount payable under the Termination clause.

(3) If this letter contract is partly terminated and partly superseded by a contract, the Government will allocate the unliquidated progress payments to the terminated and unterminated portions as the Government deems equitable, and will liquidate each portion under the relevant procedure in paragraphs (n)(1) and (n)(2) of this clause.

(4) If the method of liquidating progress payments provided in this clause does not result in full liquidation, the Contractor shall immediately pay the unliquidated balance to the Government on demand.

(o) The amount of unliquidated progress payments shall not exceed _____ [*Contracting Officer specify dollar amount*].

(X) *Alternate III (Apr 2003).* As prescribed in [32.502-4\(d\)](#), add the following paragraph (n) to the basic clause. If Alternate II is also being used, redesignate the following paragraph as paragraph (p):

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(p) The provisions of this clause will not be applicable to individual orders at or below the simplified acquisition threshold.

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.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

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- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

() *Alternate I (Jun 2007)*. As prescribed in [44.204\(a\)\(2\)](#), substitute the following paragraph (e)(2) for paragraph (e)(2) of the basic clause:

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

52.246-23 LIMITATION OF LIABILITY (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except for remedies expressly provided elsewhere in this contract, the Contractor shall not be liable for loss of or damage to property of the Government (excluding the supplies delivered under this contract) that --

- (1) Occurs after Government acceptance of the supplies delivered under this contract; and
- (2) Results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) of this clause shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of --

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.

(End of Clause)

52.246-24 LIMITATION OF LIABILITY -- HIGH-VALUE ITEMS (FEB 1997)

(a) Except as provided in paragraphs (b) through (e) below, and notwithstanding any other provision of this contract, the Contractor shall not be liable for loss of or damage to property of the Government (including the supplies delivered under this contract) that --

- (1) Occurs after Government acceptance of the supplies delivered under this contract; and
- (2) Results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of --

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.

(d)

(1) This clause does not diminish the Contractor's obligations, to the extent that they arise otherwise under this contract, relating to correction, repair, replacement, or other relief for any defect or deficiency in supplies delivered under this contract.

(2) Unless this is a cost-reimbursement contract, if loss or damage occurs and correction, repair, or replacement is not feasible or desired by the Government, the Contractor shall, as determined by the Contracting Officer --

- (i) Pay the Government the amount it would have cost the Contractor to make correction, repair, or replacement before the loss or damage occurred;
- (ii) Provide other equitable relief.

(e) This clause shall not limit or otherwise affect the Government's rights under clauses, if included in this contract, that cover --

- (1) Warranty of technical data;
- (2) Ground and flight risks or aircraft flight risks; or
- (3) Government property.

(End of Clause)

Alternate I (Apr 1984). If the contract is for both high-value items and other end items, the contracting officer shall identify the high-value items by line item and insert the following preamble before paragraph (a):

(This clause shall apply only to those items identified in this contract as being subject to this clause.)

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252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) *Definition.* “Covered DoD official,” as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003) (OCT 2015) (IAW DARS Tracking # 2016-O0003)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) (1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) *Definitions.* As used in this clause—

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

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“Concatenated unique item identifier” means—

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data matrix” means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government’s unit acquisition cost” means—

- (1) For fixed-price type line, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subtitle, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

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“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government’s unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

ALL CLIN’s: 0001, 0002, 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011, 0012, 0013, 0014, 0015, 0016, 0017, 0018, 0019, 0020, 0021, 0022, 0023, 0024, 0025, 0026, 0027, 0028, 0029, 0030, 0031, 0032, 0033, 0034, 0035, 0036 AND 0037.

(ii) Items for which the Government’s unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

ALL CLIN’s: 0001, 0002, 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011, 0012, 0013, 0014, 0015, 0016, 0017, 0018, 0019, 0020, 0021, 0022, 0023, 0024, 0025, 0026, 0027, 0028, 0029, 0030, 0031, 0032, 0033, 0034, 0035, 0036 AND 0037.

(If items are identified in the Schedule, insert “See Schedule” in this table.)

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(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology – International symbology specification – Data matrix; ECC200 data matrix specification.

(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that—

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology – Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) *Unique item identifier.*

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on

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the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code—

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**

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(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at [252.232-7003](#). If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods—

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (*fill in*) ____ Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) *Subcontracts*. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)—BASIC (MAR 2016)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions*. “Summary Subcontract Report (SSR) Coordinator,” as used in this clause, means the individual at the department or agency level who is registered in the Electronic Subcontracting Reporting System (eSRS) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the department or agency.

(b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor’s small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

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(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency within DoD that administers the majority of the Contractor's individual subcontracting plans. An example would be Defense Finance and Accounting Service or Missile Defense Agency.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) Except as provided in (f)(2)(iii), the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractor's individual subcontracting plans.

(iii) The authority to acknowledge receipt or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

(End of clause)

(X) **Alternate I.** As prescribed in [219.708](#)(b)(1)(A) and (b)(1)(A)(2), use the following clause, which uses a different paragraph (f) than the basic clause.

SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)—ALTERNATE I (MAR 2016)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions.* "Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual at the department or agency level who is registered in the Electronic Subcontracting Reporting System (eSRS) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the department or agency.

(b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Standard Form 294, Subcontracting Report for Individual Contracts, shall be submitted in accordance with the instructions on that form.

(ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency within DoD that administers the majority of the Contractor's individual subcontracting plans. An example would be Defense Finance and Accounting Service or Missile Defense Agency.

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(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) Except as provided in paragraph (f)(2)(ii) of this clause, the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractor's individual subcontracting plans.

(ii) The authority to acknowledge receipt or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

(End of clause)

252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (OCT 2014)

(a) *Definitions.*

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Subcontract,” as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(b) The Contractor's comprehensive small business subcontracting plan and its successors, which are authorized by and approved under the test program of section 834 of Pub. L. 101-189, as amended, shall be included in and made a part of this contract. Upon expulsion from the test program or expiration of the test program, the Contractor shall negotiate an individual subcontracting plan for all future contracts that meet the requirements of section 211 of Pub. L. 95-507.

(c) The Contractor shall

(1) Ensure that subcontractors with subcontracting plans agree to submit an Individual Subcontract Report (ISR) and/or Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS).

(2) Provide its contract number, its DUNS number, and the e-mail address of the Contractor's official responsible for acknowledging or rejecting the ISR to all first-tier subcontractors, who will be required to submit ISRs, so they can enter this information into the eSRS when submitting their reports.

(3) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging or rejecting the ISRs to its subcontractors with subcontracting plans who will be required to submit ISRs.

(4) Acknowledge receipt or reject all ISRs submitted by its subcontractors using eSRS.

(d) The Contractor shall submit SSRs using eSRS at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower-tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from a member firm of the Alaska Native Corporations or an Indian tribe. Only subcontracts involving performance in the U.S. or its outlying areas should be included in these reports.

(1) This report may be submitted on a corporate, company, or subdivision (e.g., plant or division operating as a separate profit center) basis, as negotiated in the comprehensive subcontracting plan with the Defense Contract Management Agency.

(2) This report encompasses all subcontracting under prime contracts and subcontracts with the Department of Defense, regardless of the dollar value of the subcontracts, and is based on the negotiated comprehensive subcontracting plan.

(3) The report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. Reports are due 30 days after the close of each reporting period.

(4) The authority to receipt or reject the SSR resides with the Comprehensive Subcontracting Program Division, the Defense Contract Management Agency Small Business Center.

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(e) The failure of the Contractor or subcontractor to comply in good faith with the clause of this contract entitled “Utilization of Small Business Concerns,” or an approved plan required by this clause, shall be a material breach of the contract.

(f) The Contractor shall include, in contracts that offer subcontracting possibilities, are expected to exceed \$650,000 (\$1.5 million for construction of any public facility), and are required to include the clause at 52.219-8, Utilization of Small Business Concerns—

(1) FAR 52.219-9, Small Business Subcontracting Plan, and [252.219-7003](#), Small Business Subcontracting Plan (DoD Contracts), when the Contracting Officer has included these clauses in the contract for purposes of flowdown to subcontractors, or

(2) 52.219-9, Small Business Subcontracting Plan, with its Alternate III, and [252.219-7003](#), Small Business Subcontracting Plan (DoD Contracts), with its Alternate I, when the Contracting Officer has included these clauses in the contract for flowdown to subcontractors to allow for submission of SF 294s in lieu of ISRs, or

(3) [252.219-7004](#), Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the test program described in DFARS [219.702](#).

(End of clause)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

(a) *Definitions.* As used in this clause—

“Covered subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor—

(1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor’s or subcontractor’s agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement [222.7404](#).

(End of clause)

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252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)

(a) *Definitions.* As used in this clause—

“Alloy” means a metal consisting of a mixture of a basic metallic element and one or more metallic, or non-metallic, alloying elements.

(i) For alloys named by a single metallic element (e.g., titanium alloy), it means that the alloy contains 50 percent or more of the named metal (by mass).

(ii) If two metals are specified in the name (e.g., nickel-iron alloy), those metals are the two predominant elements in the alloy, and together they constitute 50 percent or more of the alloy (by mass).

“Produce” means—

(i) Atomization;

(ii) Sputtering; or

(i) Final consolidation of non-melt derived metal powders.

“Specialty metal” means—

(i) Steel—

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of—

(A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or

(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(iv) Zirconium and zirconium alloys.

“Steel” means an iron alloy that includes between .02 and 2 percent carbon and may include other elements.

(b) Any specialty metal delivered under this contract shall be melted or produced in the United States or its outlying areas.

(End of clause)

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014)

(a) *Definitions.* As used in this clause—

“Alloy” means a metal consisting of a mixture of a basic metallic element and one or more metallic, or non-metallic, alloying elements.

(i) For alloys named by a single metallic element (e.g., titanium alloy), it means that the alloy contains 50 percent or more of the named metal (by mass).

(ii) If two metals are specified in the name (e.g., nickel-iron alloy), those metals are the two predominant elements in the alloy, and together they constitute 50 percent or more of the alloy (by mass).

“Assembly” means an item forming a portion of a system or subsystem that—

(i) Can be provisioned and replaced as an entity; and

(ii) Incorporates multiple, replaceable parts.

“Commercial derivative military article” means an item acquired by the Department of Defense that is or will be produced using the same production facilities, a common supply chain, and the same or similar production processes that are used for the production of articles predominantly used by the general public or by nongovernmental entities for purposes other than governmental purposes.

“Commercially available off-the-shelf item”—

(i) Means any item of supply that is—

(A) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);

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

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

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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“Component” means any item supplied to the Government as part of an end item or of another component.

“Electronic component” means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits. The term does not include structural or mechanical parts of an assembly containing an electronic component, and does not include any high performance magnets that may be used in the electronic component.

“End item” means the final production product when assembled or completed and ready for delivery under a line item of this contract.

“High performance magnet” means a permanent magnet that obtains a majority of its magnetic properties from rare earth metals (such as samarium).

“Produce” means—

- (i) Atomization;
- (ii) Sputtering; or
- (iii) Final consolidation of non-melt derived metal powders.

“Qualifying country” means any country listed in the definition of “Qualifying country” at [225.003](#) of the Defense Federal Acquisition Regulation Supplement (DFARS).

“Required form” means in the form of mill product, such as bar, billet, wire, slab, plate, or sheet, and in the grade appropriate for the production of—

- (i) A finished end item to be delivered to the Government under this contract; or
- (ii) A finished component assembled into an end item to be delivered to the Government under this contract.

“Specialty metal” means—

(i) Steel—

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of—

(A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or

(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(iv) Zirconium and zirconium alloys.

“Steel” means an iron alloy that includes between .02 and 2 percent carbon and may include other elements.

“Subsystem” means a functional grouping of items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.

(b) *Restriction.* Except as provided in paragraph (c) of this clause, any specialty metals incorporated in items delivered under this contract shall be melted or produced in the United States, its outlying areas, or a qualifying country.

(c) *Exceptions.* The restriction in paragraph (b) of this clause does not apply to—

(1) Electronic components.

(2)(i) Commercially available off-the-shelf (COTS) items, other than—

(A) Specialty metal mill products, such as bar, billet, slab, wire, plate, or sheet, that have not been incorporated into COTS end items, subsystems, assemblies, or components;

(B) Forgings or castings of specialty metals, unless the forgings or castings are incorporated into COTS end items, subsystems, or assemblies;

(C) Commercially available high performance magnets that contain specialty metal, unless such high performance magnets are incorporated into COTS end items or subsystems; and

(D) COTS fasteners, unless—

(1) The fasteners are incorporated into COTS end items, subsystems, assemblies, or components; or

(2) The fasteners qualify for the commercial item exception in paragraph (c)(3) of this clause.

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(ii) A COTS item is considered to be “without modification” if it is not modified prior to contractual acceptance by the next higher tier in the supply chain.

(A) Specialty metals in a COTS item that was accepted without modification by the next higher tier are excepted from the restriction in paragraph (b) of this clause, and remain excepted, even if a piece of the COTS item subsequently is removed (e.g., the end is removed from a COTS screw or an extra hole is drilled in a COTS bracket).

(B) Specialty metals that were not contained in a COTS item upon acceptance, but are added to the COTS item after acceptance, are subject to the restriction in paragraph (b) of this clause (e.g., a special reinforced handle made of specialty metal is added to a COTS item).

(C) If two or more COTS items are combined in such a way that the resultant item is not a COTS item, only the specialty metals involved in joining the COTS items together are subject to the restriction in paragraph (b) of this clause (e.g., a COTS aircraft is outfitted with a COTS engine that is not the COTS engine normally provided with the aircraft).

(D) For COTS items that are normally sold in the commercial marketplace with various options, items that include such options are also COTS items. However, if a COTS item is offered to the Government with an option that is not normally offered in the commercial marketplace, that option is subject to the restriction in paragraph (b) of this clause (e.g. - An aircraft is normally sold to the public with an option for installation kits. The Department of Defense requests a military-unique kit. The aircraft is still a COTS item, but the military-unique kit is not a COTS item and must comply with the restriction in paragraph (b) of this clause unless another exception applies).

(3) Fasteners that are commercial items, if the manufacturer of the fasteners certifies it will purchase, during the relevant calendar year, an amount of domestically melted or produced specialty metal, in the required form, for use in the production of fasteners for sale to the Department of Defense and other customers, that is not less than 50 percent of the total amount of the specialty metal that it will purchase to carry out the production of such fasteners for all customers.

(4) Items manufactured in a qualifying country.

(5) Specialty metals for which the Government has determined in accordance with DFARS [225.7003-3](#) that specialty metal melted or produced in the United States, its outlying areas, or a qualifying country cannot be acquired as and when needed in—

(i) A satisfactory quality;

(ii) A sufficient quantity; and

(iii) The required form.

(6) End items containing a minimal amount of otherwise noncompliant specialty metals (i.e., specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in the end item, as estimated in good faith by the Contractor. This exception does not apply to high performance magnets containing specialty metals.

(d) *Compliance for commercial derivative military articles.*

(1) As an alternative to the compliance required in paragraph (b) of this clause, the Contractor may purchase an amount of domestically melted or produced specialty metals in the required form, for use during the period of contract performance in the production of the commercial derivative military article and the related commercial article, if—

(i) The Contracting Officer has notified the Contractor of the items to be delivered under this contract that have been determined by the Government to meet the definition of “commercial derivative military article”; and

(ii) For each item that has been determined by the Government to meet the definition of “commercial derivative military article,” the Contractor has certified, as specified in the provision of the solicitation entitled “Commercial Derivative Military Article—Specialty Metals Compliance Certificate” (DFARS [252.225-7010](#)), that the Contractor and its subcontractor(s) will enter into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor’s good faith estimate of the greater of—

(A) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(B) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(2) For the purposes of this alternative, the amount of specialty metal that is required to carry out production of the commercial derivative military article includes specialty metal contained in any item, including COTS items.

(e) *Subcontracts.*

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- (1) The Contractor shall exclude and reserve paragraph (d) and this paragraph (e)(1) when flowing down this clause to subcontracts.
- (2) The Contractor shall insert paragraphs (a) through (c) and this paragraph (e)(2) of this clause in subcontracts, including subcontracts for commercial items, that are for items containing specialty metals to ensure compliance of the end products that the Contractor will deliver to the Government. When inserting this clause in subcontracts, the Contractor shall—
 - (i) Modify paragraph (c)(6) of this clause only as necessary to facilitate management of the minimal content exception at the prime contract level. The minimal content exception does not apply to specialty metals contained in high-performance magnets; and
 - (ii) Not further alter the clause other than to identify the appropriate parties.

(End of clause)

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 the 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 payment requests.

(End of clause)

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252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA—BASIC (APR 2014)

(a) *Definitions.* As used in this clause—

“Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

“Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

“Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.

“Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

“Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

“Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) “Supplies” includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—

(i) This contract is a construction contract; or

(ii) The supplies being transported are—

(A) Noncommercial items; or

(B) Commercial items that—

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

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(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

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	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

(X) *Alternate I.* As prescribed in [247.574\(b\)\(2\)](#), use the following clause, which uses a different paragraph (b) than the basic clause.

TRANSPORTATION OF SUPPLIES BY SEA—ALTERNATE I (APR 2014)

(a) *Definitions.* As used in this clause—

“Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

“Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

“Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.

“Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

“Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

“Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) “Supplies” includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if the supplies being transported are—

(i) Noncommercial items; or

(ii) Commercial items that—

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(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations (Note: This contract requires shipment of commercial items in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations); or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and

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(10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

() *Alternate II.* As prescribed in [247.574\(b\)\(3\)](#), use the following clause, which uses a different paragraph (b) than the basic clause.

TRANSPORTATION OF SUPPLIES BY SEA—ALTERNATE II (APR 2014)

(a) *Definitions.* As used in this clause—

“Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

“Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

“Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.

“Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

“Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

“Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

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(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if the supplies being transported are—

(i) Noncommercial items; or

(ii) Commercial items that—

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643 (Note: This contract requires transportation of commissary or exchange cargoes outside of the Defense Transportation System in accordance with 10 U.S.C. 2643).

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

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- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

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PART III --- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J --- LIST OF ATTACHMENTS

NAVSUPWSSJA02 LIST OF SOLICITATION ATTACHMENTS (MAY 2001)

The documents listed below marked with an "X" are physically included in this solicitation package. Listed documents marked with an "X" preceded by an asterisk (*) will be included in any resulting contract.

- (X) *Information to Offerors (DD Form 1707)
- (X) *Solicitation, Offer, and Award (Std Form 33)
- (X) *Schedule (Pages 2 thru
- () *Specifications
- (X) *DD Form 1423
- () *DD Form 1423 (back)

The documents listed below marked with an "X" are physically included in this solicitation/contract.

- (X) DD Form 1423 A001 – Monthly Reports
- (X) DD Form 1423 A002 – Small Business Subcontracting Reports

- (X) Attachment 1 – NIIN List dated XX-2016.
- (X) Attachment 2 – Government Furnished Property List dated XX-2016.
- (X) Attachment 3 – WEBCAV Statement of Work dated XX-2014.

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

52.252-2 CONTRACT 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.navsup.navy.mil/mynavsup-navsupwss/business/navsupwss-02/clauses>.

FAR/DFARS SOURCE TITLE AND DATE

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Definitions. As used in this provision—

“*Data Universal Numbering System (DUNS) number*” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“*Data Universal Numbering System+4 (DUNS+4) number*” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“*Registered in the System for Award Management (SAM) database*” means that—

- (1) The Offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, 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; and
- (2) The offeror has completed the Core, Assertions, and Representations and Certification, 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 Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.
- (4) The Government has marked the record “Active”.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

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(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

- (a)
- (1) The North American Industry classification System (NAICS) code for this acquisition is **_334412_** *[insert NAICS code]*.
 - (2) The small business size standard is **_750_** *[insert size standard]*.
 - (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.
- (b)
- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
 - (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 (i) Paragraph (d) applies.
 (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)
- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
 - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
 - (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
 - (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
 - (viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
 - (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
 - (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
 - (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

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- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information.
 - (A) Basic.
 - (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

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52.207-4 ECONOMIC PURCHASE QUANTITY—SUPPLIES (AUG 1987)

- (a) Offerors are invited to state an opinion on whether the quantity (ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.
- (b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM QUOTATION</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>TOTAL</u>
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- (c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and re-solicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

- (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

- (b) The Offeror represents that—

- (1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

- (a) *Definitions.* As used in this clause--
Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.
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 (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume

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of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:
The Contractor represents that it [] is, [] is not a small business concern under **NAICS Code _334412_** assigned to contract number _____.[Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

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II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

* yes * no

(End of Provision)

52.230-7 PROPOSAL DISCLOSURE - COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked "Yes" above, the offeror shall -

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

52.247-53 FREIGHT CLASSIFICATION DESCRIPTION (APR 1984)

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

For Freight Classification Purposes, Offeror Describes This Commodity as:

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the

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offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(X) 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) [252.209-7003](#), Reserve Officer Training Corps and Military

Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.

(ii) [252.216-7008](#), Economic Price Adjustment—Wage Rates or

Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) [252.222-7007](#), Representation Regarding Combating Trafficking in Persons, as prescribed in [222.1771](#). Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) [252.225-7042](#), Authorization to Perform. Applies to all

solicitations when performance will be wholly or in part in a foreign country.

(v) [252.225-7049](#), Prohibition on Acquisition of Commercial Satellite

Services from Certain Foreign Entities—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) [252.225-7050](#), Disclosure of Ownership or Control by the

Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) [252.229-7012](#), Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(viii) [252.229-7013](#), Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(ix) [252.247-7022](#), Representation of Extent of Transportation by Sea.

Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: *[Contracting Officer check as appropriate.]*

___ (i) [252.209-7002](#), Disclosure of Ownership or Control by a Foreign Government.

___ (ii) [252.225-7000](#), Buy American—Balance of Payments

Program Certificate.

___ (iii) [252.225-7020](#), Trade Agreements Certificate.

___ Use with Alternate I.

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___ (iv) [252.225-7031](#), Secondary Arab Boycott of Israel.

___ (v) [252.225-7035](#), Buy American—Free Trade

Agreements—Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)

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

(1) “Effectively owned or controlled” means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror’s officers or a majority of the Offeror’s board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) “Entity controlled by a foreign government”—

(i) Means—

- (A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or
- (B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) “Foreign government” includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) “Proscribed information” means—

- (i) Top Secret information;
- (ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

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- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror’s immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror’s Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable):

Names and Address of Offeror:

Name and Address of Entity Controlled by a Foreign Government:

Description of Interest, Ownership Percentage, and Identification of Foreign Government:

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2015)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$35,000 with a firm, or a subsidiary of a firm, that is identified in the Exclusions section of the System for Award Management (SAM Exclusions) as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, in SAM Exclusions, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in SAM Exclusions.

(End of clause)

252.215-7009 PROPOSAL ADEQUACY CHECKLIST (JAN 2014)

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror’s checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
<u>GENERAL INSTRUCTIONS</u>				

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1.	FAR 15.408, Table 15-2, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?		
2.	FAR 15.408, Table 15-2, Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.		
3.	FAR 15.408, Table 15-2, Section I Paragraph A(8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?		
4.	FAR 15.408, Table 15-2, Section I, Paragraph C(1) FAR 2.101, "Cost or pricing data"	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as— (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.		
5.	FAR 15.408, Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?		
6.	FAR 15.403-1(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)		
7.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?		
8.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?		
9.	FAR 15.408 Table 15-2, Section II, Paragraph A	Does the proposal explain the basis of all cost estimating relationships (labor hours or material)		

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	or B	proposed on other than a discrete basis?		
10.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)		
11.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?		
12.	FAR 15.408, Table 15-2, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?		
13.	FAR 15.408, Table 15-2, Section I Paragraph G	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?		

COST ELEMENTS

MATERIALS AND SERVICES

14.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.		
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SUBCONTRACTS (Purchased materials or services)

15.	DFARS 215.404-3	Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?		
16.	FAR 15.404-3(c) FAR 52.244-2	Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data?		
17.	FAR 15.408, Table 15-2, Note 1; Section II Paragraph A	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact		

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		finding for purposes of price/cost analysis, and submission of the price/cost analysis?		
EXCEPTIONS TO CERTIFIED COST OR PRICING DATA				
18.	FAR 52.215-20 FAR 2.101, “commercial item”	Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20? a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition? b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either— i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)? c. For proposed commercial items “of a type”, or “evolved” or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?		
19.		[Reserved]		
20.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?		
INTERORGANIZATIONAL TRANSFERS				
21.	FAR 15.408, Table 15-2, Section II Paragraph A.(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?		
22.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?		
DIRECT LABOR				
23.	FAR 15.408, Table 15-2, Section II Paragraph B	Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours,		

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		rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.		
24.	FAR 15.408, Table 15-2, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions; (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?		
25.	FAR subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?		
<u>INDIRECT COSTS</u>				
26.	FAR 15.408, Table 15-2, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)		
<u>OTHER COSTS</u>				
27.	FAR 15.408, Table 15-2, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?		
28.	FAR 15.408, Table 15-2, Section II Paragraph E	If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2?		
29.	FAR 15.408, Table 15-2, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?		
<u>FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES</u>				
30.	FAR 15.408, Table 15-2, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)		
31.	FAR 15.408, Table 15-2, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B?		
32.	FAR 15.408, Table 15-2, Section III Paragraph C	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?		
<u>OTHER</u>				
33	FAR 16.4	If an incentive contract type, does the proposal		

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		include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price?		
34.	FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?		
35.	FAR 52.232-28	If the offeror is proposing Performance-Based Payments-did the offeror comply with FAR 52.232-28?		
36.	FAR 15.408(n) FAR 52.215-22 FAR 52.215-23	Excessive Pass-through Charges– Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror’s indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?		

(End of provision)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard required that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "NONE".) ACT
NONE

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)

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(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
	National	Commercial	Source of Supply			Actual
Line	Stock	Item	Company	Address	Part No.	Mfg?
Items	Number	(Y or N)				
(1)	(2)	(3)	(4)	(4)	(5)	(6)
(1) List each deliverable item of supply and item of technical data.						
(2) If there is no national stock number, list "none."						
(3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete in the table.						
(4) For items of supply, list all sources. For technical data, list the source.						
(5) For items of supply, list each source's part number for the item.						
(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.						

(End of provision)

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION WITH OFFER (OCT 2015)

- (a) *Definition.* "United States," as used in this provision, means the 50 States, the District of Columbia, and outlying areas.
- (b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if—
 - (1) The offer exceeds \$13.5 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that—
 - (i) Exceeds \$700,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
- (c) Information to be reported includes that for—
 - (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
- (d) The offeror shall submit the report using—
 - (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(End of provision)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

- (a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.
- (b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate

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and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

- (c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including
- (1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
 - (2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.
- (d) The certification requirement in paragraph (b) of this clause does not apply to
- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
 - (2) Final adjustments under an incentive provision of the contract.

(End of clause)
(Revised May 6, 2014)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "*supplies*" is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (b) Representation. The Offeror represents that it -
- Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
 - Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS--REPRESENTATION (DEVIATION 2016-O0003) (OCT 2015)
(IAW DARS Tracking # 2016-O0003)

- (a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
(IAW FAR 9.104-7(b))

N00104-16-R-L005

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror **has** **does not have** current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATION (OCT 2015)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C.

1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

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(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

252.209-7991

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR 2016 APPROPRIATIONS (DEVIATION 2016-O0002) (OCT 2015) (IAW DARS Tracking # 2016-O0002)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

NAVSUPWSSKA04 PRICING INFORMATION (JUNE 2005)

(A) Under the requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining reasonableness of pricing. To assist in determining whether the prices quoted in your offer under subject solicitation are "fair and reasonable," the following information is requested:

1. A copy of the current catalog or established price list for the articles covered by the offer, or information where the established price may be found.

2. A statement that such catalog or established price list:

(a) Is regularly maintained

(b) Is published or otherwise available for inspection by customers.

(c) States the prices at which sales are currently made to a number of buyers.

3. A statement that such articles are commercial items sold in substantial quantities to the general public, at the prices listed in the above-mentioned catalog or established price list.

4. A statement that the price quoted herein including consideration of any discount or rebate arrangement does not exceed prices charged the offeror's most favored customer for like items in similar quantities under comparable conditions.

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(B) The offeror is requested to submit the following pricing information on not less than the three most recent sales of any of the articles being procured hereunder or articles similar thereto. Where the pricing information furnisher is on similar articles, the offeror shall advise that the articles are not identical to the articles required hereunder and shall briefly indicate the differences in such articles. Pricing information furnished should be as current as possible, and, to the extent possible, should be on quantities required hereunder.

Date of Sale Qty Unit Price Customer Contract No.

(C) In addition, the offeror is requested to advise whether the proposed prices are, or can be, tied-in with production prices under prime contracts or subcontracts by furnishing the dates for previous and anticipated production lot releases and numbers in the spaces provided below:

Contract No. Production Lot No. Date Released Date of Anticipated Release

(D) Offerors are further requested to advise the government buyer if they are in possession of any other government or commercial solicitation or recent contract, not already set forth above, for any of the articles being procured hereunder

(E) If cost or pricing data are required under this contract, the submission of the pricing information sought under this clause in no way affects or diminishes the offeror's independent duty to submit accurate, complete, and current cost or pricing data.

NAVSUPWSSKA07 PRICING INFORMATION FOR SIMPLIFIED ACQUISITION (JUN 2005)

(a) To assist in determining whether the prices quoted under subject solicitation are "fair and reasonable," request the contractor provide: a copy of current catalog or established price list; a statement that the items are commercial; and/or pricing information on the most recent sale for the item or a similar item.

(b) Offerors are further requested to advise the Government buyer if they are in possession of any other Government or commercial solicitation or recent contract for any of the items being procured hereunder.

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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 these addresses:

- <http://farsite.hill.af.mil/>
- <http://www.arnet.gov/far>
- <http://www.acq.osd.mil/dp/dars/dfars/tochtml.htm>
- <http://farsite.hill.af.mil/VDFDARa.htm>

FAR/DFARS SOURCE

TITLE AND DATE

- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**
- 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**
- 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)**
- 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)**

52.211-2 Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST) (Apr 2014)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<https://assist.dla.mil/online/start/>);
- (2) Quick Search (<http://quicksearch.dla.mil/>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

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; [**X**] DO rated order certified for national defense, emergency preparedness, and energy program 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. **DO-A7 applies.**

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

- (a) Definition. *“Facsimile proposal,”* as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: **Mechanicsburg 717-605-7317**
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
 - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal:
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **FIXED PRICE** contract resulting from this solicitation.

52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

The need for customary progress payments conforming to the regulations in Subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of Provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Counsel for the Naval Supply Systems Command-Weapon Systems Support - Mechanicsburg,
Code: NOGC - 008,
5450 Carlisle Pike,
P O Box 2020,
Mechanicsburg, PA 17055-0788

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

NAVSUPWSSLA18 REVIEW OF AGENCY PROTESTS (FEB 2013)

(Applicable when FAR clause 52.233-2 and/or 52.233-3 are included).

In accordance with FAR Subpart 33.103(d)(4), interested parties may request an independent review of their protest at a level above the contracting officer. The request for an independent review may be made in lieu of a protest to the contracting officer, or as an appeal of a contracting officer decision on a protest. If an agency appellate review of the contracting officer's decision on a protest is requested, it will not extend GAO's timeliness requirements. Any subsequent protest to the GAO must be filed within 10 days of knowledge of the initial adverse agency action.

The individual who will conduct the independent review is the Chief of the Contracting Office (CCO). Interested parties requesting to have an independent review of a protest or to appeal a contracting officer protest decision shall address their correspondence to:

For solicitations or contracts issued by DODAAC N00104--

Independent Protest Review Official
NAVSUP WSS Code 02
Building 410, South End, Bay A30
5450 Carlisle Pike, PO Box 2020
Mechanicsburg, PA 17055-0788

For solicitations or contracts issued by DODAAC N00383--

Independent Protest Review Official
NAVSUP WSS Code 02
Building 1, Rm. 2209
700 Robbins Avenue
Philadelphia, PA 19111-5098

NAVSUPWSSLA19 CONSIGNMENT INSTRUCTIONS (MAY 2002)

LEGEND

CL: CARLOAD
LCL: LESS THAN CARLOAD
T: TRUCK
TL: TRUCKLOAD
LTL: LESS THAN TRUCKLOAD
E: EXPRESS
FF: FREIGHT FORWARDER
PP: PARCEL POST

Consignment Addresses are readily available electronically at <https://www.daas.dla.mil/daasing/dodaac.asp?cu=d>

Enter your specific DoDAAC Code i.e. N63126, then select "Scan Query."

Three addresses will appear:

TAC1=Mailing Address TAC2=Shipping Address TAC3=Billing Address

TAC2=Shipping Address should always be used.

If it is missing for whatever reason, use TAC1=Mailing Address

For Mobile Units and Ships, call the Naval Transportation Support Center (NAVTRANS) Fleet Locator at: Commercial 757-443-5434
DSN 646-5434

For NAVICP Mechanicsburg buys only, consignment instructions for stations not listed herein may be obtained from the cognizant buyer. For NAVICP-Mechanicsburg call: 717-605-(7322)

NAVSUPWSSLA24 SUBMISSION OF OFFERS for LOWEST PRICED, TECHNICALLY ACCEPTABLE OFFERS (OCT 2001)

Offers, submitted by the time and date set for receipt of initial proposals, consist of, and must include the following:

Standard Form 33 "Solicitation, Offer, and Award" with Blocks 14 through 18 completed by the offeror,

RFP Section B "Schedule of Supplies" completed by the offeror, and

RFP Section K "SAM" completed by the offeror.

The completion and submission of the above items will constitute the offeror's initial proposal and will indicate the offeror's unconditional assent to the terms and conditions of this RFP and any attachments hereto.

Alternate proposals are not authorized.

The Government intends to award a contract without discussions, but reserves the right to conduct discussions if the contracting officer later determines them to be necessary. Since offers that take exception or object to terms of this solicitation may be rendered technically unacceptable, offerors are cautioned to address solicitation exceptions, objections, or questions to the contracting officer prior to the time set for receipt of initial proposals.

SECTION M – EVALUATION FACTORS FOR AWARD

FAR/DFARS SOURCE

TITLE AND DATE

52.247-50

NO EVALUATION OF TRANSPORTATION COSTS (APR 1984)

NAVSUPWSSMA06

EVALUATION FOR AWARD (LOWEST PRICED TECHNICALLY ACCEPTABLE) (OCT 2001)

Award will be made to the responsible offeror submitting the lowest priced, technically acceptable offer. A technically acceptable offer is one in which the offeror complies with the instructions contained in Section L of the solicitation and does not take exception, nor object, to any of the terms of this solicitation. Offers that are not technically acceptable will not be considered for award.

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXH/ATCH NO.	C. CATEGORY:	
0001AD, 0002AD, 0003AD, 0004AD, 0005AD, ETC		TDP	TM OTHER X

D. SYSTEM/ITEM USC-38 REQ KT	E. CONTRACT/PR NO. N00104-17-D-ZDXX	F. CONTRACTOR: RAYTHEON CO.
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1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM MONTHLY REPORTS	3. SUBTITLE
--------------------------	--	-------------

4. AUTHORITY (Data Acquisition Document No.) SOW	5. CONTRACT REFERENCE	6. REQUIRING OFFICE NAVSUP WSS
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7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION SEE BELOW	14. DISTRIBUTION		
8. ADP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS IAW CONTRACTOR SHALL PROVIDE THE FOLLOWING BY THE 10 TH OF EACH MONTH AFTER DATE OF AWARD: AVERAGE FILL RATE AVERAGE CONTRACTOR RESPONSE TIME OUTSTANDING REQUISITIONS. AVERAGE CASREP RESPONSE TIME TO BE SUBMITTED ELECTRONICALLY IN A MUTUALLY AGREED TO FORMAT.	NAVSUP WSS N713.04		1	
	NAVSUP WSS N9631.12		1	
	15. TOTAL			2

G. PREPARED BY BRENDA RHOADS	H. DATE 09/03/2014	I. APPROVED BY	J. DATE
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N00104-16-R-L005
ATTACHMENT 1
SATCOM and UYA/UYQ SYSTEMS
NIIN LIST

CLIN	LRC	COG	FSC	NIIN	NOMENCLATURE	P/N	RTAT	ESTIMATED	ESTIMATED	ESTIMATED	TOTAL ESTIMATED
								QUANTITY	QUANTITY	QUANTITY	QUANTITY
								YEAR 1	YEAR 2	YEAR 3	OVER 3 YEARS
0001	EAA	7G	5999	012913114	CIRCUIT CARD ASSEMB	G225180-1	208	4	4	4	12
0002	EAA	7G	6130	012913118	POWER SUPPLY	G225110-1	90	9	9	8	26
0003	EAA	7G	5895	012973301	SYNTHESIZER,ELECTRI	G319864-1	111	1	1	1	3
0004	EAA	7G	6680	012973337	ACCELEROMETER,ELECT	G395598-50	180	1	1	1	3
0005	EAA	7G	5998	012976248	CIRCUIT CARD ASSEMB	22887-101	97	1	1	1	3
0006	EAA	7G	5985	012976263	DIPLEXER	G369777-1	119	1	1	1	3
0007	EAA	7G	6625	012976265	GENERATOR,SIGNAL	G167550-2	141	7	7	7	21
0008	EAA	7G	6615	012981072	GYROSCOPE,DISPLACEM	114384-101	78	28	28	27	83
0009	EAA	7G	5998	013905316	CIRCUIT CARD ASSEMB	G593336-1	71	5	5	5	15
0010	EAA	7G	5998	014710363	CIRCUIT CARD ASSEMB	G640907-X	280	9	9	9	27
0011	EAA	7G	6625	014763852	FREQUENCY STANDARD	G772295-2	274	20	20	20	60
0012	EAA	7G	5998	015089511	CIRCUIT CARD ASSEMB	G641249-1	254	5	5	5	15
0013	EAA	7G	5998	015089512	CIRCUIT CARD ASSEMB	G641250-1	280	2	2	2	6
0014	EAA	7G	5998	015089513	CIRCUIT CARD ASSEMB	G641251-1	144	6	6	6	18
0015	EAA	7G	5998	015089518	CIRCUIT CARD ASSEMB	G706336-X	132	12	12	12	36
0016	EAA	7G	5998	015089519	CIRCUIT CARD ASSEMB	G641253-1	233	6	6	6	18
0017	EAA	7G	5998	015089920	CIRCUIT CARD ASSEMB	G641270-4	77	12	12	12	36
0018	EAA	7G	5998	015089927	CIRCUIT CARD ASSEMB	G641270-2	121	13	13	13	39
0019	EAA	7G	5998	015090144	CIRCUIT CARD ASSEMB	G752006-1	131	11	11	11	33
0020	EAA	7G	5998	015090146	CIRCUIT CARD ASSEMB	G771399-1	143	13	13	13	39
0021	EAA	7G	5895	015091530	CONVERTER,FREQUENCY	G657909-1	293	9	9	9	27
0022	EAA	7G	5996	015092978	AMPLIFIER,RADIO FRE	G751795-1	101	2	1	1	4
0023	EAA	7G	5895	015092995	CONVERTER,FREQUENCY	G751797-1	233	2	2	2	6
0024	EAA	7G	5998	015093000	CIRCUIT CARD ASSEMB	G662628-3	280	27	27	27	81
0025	EAA	7H	6110	015149267	PANEL,POWER DISTRIB	G750928-2	144	6	6	6	18
0026	EAA	7G	5999	015232802	HOUSING,ELECTRONIC	H328773-2	151	4	4	3	11
0027	EAA	7G	5996	015487746	AMPLIFIER,RADIO FRE	H400531-1	77	4	4	3	11
0028	AAF	7H	7021	010804324	AMPLIFIER	1548055-100	278	1	1	1	3
0029	AAE	7H	5998	011117879	CIRCUIT CARD ASSEMB	1640174-100; 1640174-101	161	1	1	1	3
0030	AAE	7H	5998	013255564	CIRCUIT CARD ASSEMB	1657607-101	140	3	3	2	8
0031	EAC	7G	5895	014711431	CONVERTER,SIGNAL DA	G672787-1	160	4	4	4	12
0032	EAF	7G	5998	014808485	CIRCUIT CARD ASSEMB	G641270-1	227	24	24	24	72
0033	EAC	7G	5998	014826280	CIRCUIT CARD ASSEMB	G675324-1	64	9	8	8	25
0034	EAC	7G	5998	014827350	CIRCUIT CARD ASSEMB	G675573-2	265	1	1	1	3
0035	EAC	7G	5998	014828808	ELECTRONIC COMPONEN	G675320-1	117	5	5	4	14
0036	EAC	7G	5895	014962599	SENSOR ASSEMBLY	G708417-3	262	34	34	34	102
0037	AAK	7H	5998	015301868	CIRCUIT CARD ASSEMB	1696464-101	280	3	3	2	8
Yearly Totals								305	303	296	904

ATTACHMENT 2 – GOVERNMENT-OWNED TOOLING AND TEST EQUIPMENT

1. Transferred from contract N66001-98-D-0058 to contract N00104-06-D-ZD31 via Modification P00015 dated 13 May 2009. Transferred from contract N00104-06-D-ZD31 to contract N00104-11-D-ZD42 at time of award dated 12 June 2011.

PART NUMBER	DESCRIPTION	SERIAL	LOCATION	CONTRACT	COST	STE/OPE
S-9100	Function Test Platform	320551	ATE VXI Station	N66001-98-D-0058	\$597,876	STE
SPECTRUM 9100 FUNCTIONAL TEST PLATFORM INCLUDE THE FOLLOWING;						
S9-100-00	9105 Test System	N/A	ATE VXI Station	N66001-98-D-0058	\$73,500	STE
M-998-00	9100 Expansion Frame	N/A	ATE VXI Station	N66001-98-D-0058	\$13,650	STE
M-908-03	VXI CHASSIS	N/A	ATE VXI Station	N66001-98-D-0058	\$19,950	STE
M-208-05	Power Controller	N/A	ATE VXI Station	N66001-98-D-0058	\$19,950	STE
MM-900-22	System Controller Group	N/A	ATE VXI Station	N66001-98-D-0058	\$4,725	STE
M-991-06	Receiver Interface	N/A	ATE VXI Station	N66001-98-D-0058	\$7,770	STE
MM-290-00	Computer Cart	N/A	ATE VXI Station	N66001-98-D-0058	\$3,150	STE
MM-256-20	21" Monitor	N/A	ATE VXI Station	N66001-98-D-0058	\$1,575	STE
M-993-32	National Instrument	N/A	ATE VXI Station	N66001-98-D-0058	\$3,150	STE
M-918-51	Central Resource Board	N/A	ATE VXI Station	N66001-98-D-0058	\$17,000	STE
M927-51	QTY.7 Channel Cards	N/A	ATE VXI Station	N66001-98-D-0058	\$358,750	STE
M-991-92	HP66000A Power System	N/A	ATE VXI Station	N66001-98-D-0058	\$5,880	STE
M-991-10	QTY.2 HP66101A Power Supply	N/A	ATE VXI Station	N66001-98-D-0058	\$6,520	STE
M-991-12	QTY.3 HP66103A Power Supply	N/A	ATE VXI Station	N66001-98-D-0058	\$9,780	STE
M-991-13	HP66104A Power Supply	N/A	ATE VXI Station	N66001-98-D-0058	\$3,260	STE
M-991-14	HP66105A Power Supply	N/A	ATE VXI Station	N66001-98-D-0058	\$3,260	STE
CU-462-00	HP1420B Timer Counter	N/A	ATE VXI Station	N66001-98-D-0058	\$5,150	STE
M-991-46	HP1412A Digital Multimeter	N/A	ATE VXI Station	N66001-98-D-0058	\$3,730	STE
M-991-49	Arbitrary waveform Generator	N/A	ATE VXI Station	N66001-98-D-0058	\$7,610	STE
M-903-00	Matrix Chassis	N/A	ATE VXI Station	N66001-98-D-0058	\$16,700	STE
M-903-01	QTY.2 12-Port Modules	N/A	ATE VXI Station	N66001-98-D-0058	\$16,800	STE
M-903-04	QTY.7 Matrix Modules	N/A	ATE VXI Station	N66001-98-D-0058	\$72,800	STE
Total:					\$674,660	

2. Transferred from OI DT Spares contract N00104-91-G-3001 to contract N00104-06-D-ZD31 via Modification P00018 dated 28 January 2009. Transferred from contract N00104-06-D-ZD31 to contract N00104-11-D-ZD42 at time of award dated 12 June 2011.

PART NUMBER	DESCRIPTION	SERIAL	LOCATION	CONTRACT	COST
G107186-4	Q-Band Upconverter	340	*	N00104-91-G-3001	\$17,138

* Asset shall be shipped from vendor's (Terabeam Corporation) facility in Haverhill MA to contractor's (Raytheon Technical Services Company LLC / DoDAAC Q99544) facility in Norfolk VA at no cost to the Government and placed in QAX / Inventory.

3. Transferred from contract N00039-03-D-0004, T.O. #0050 to contract N00104-06-D-ZD31 via Modification P00025 dated 25 August 2009. Transferred from contract N00104-06-D-ZD31 to contract N00104-11-D-ZD42 at time of award dated 12 June 2011.

PART NUMBER	DESCRIPTION	SERIAL	LOCATION	CONTRACT	COST
N/A	Antenna Pedestal	M990002	RTSC	N0010403D0004 / 0050	\$501,000

ATTACHMENT 2 – GOVERNMENT-OWNED TOOLING AND TEST EQUIPMENT

4. The accountability for the Government Furnished Property / Special Test Equipment listed below was transferred from contract N00039-06-D-0004 to contract N00104-06-D-ZD31 via Modification P00028 dated 23 June 2010. This GFP / STE was transferred from contract N00104-06-D-ZD31 to contract N00104-11-D-ZD42 via contract modification P00003, dated 30 August 2011.

Part Number	Description	Serial Number	Asset Location	Contract	Estimated Cost
G605727-3	LMTTS Test Station	H00001	Marlboro, MA	N0003906D0004	\$1,200,000.00
G605727-3	LMTTS Test Station	H00002	Marlboro, MA	N0003906D0004	\$1,200,000.00

5. The accountability for the Government Furnished Property / Special Test Equipment listed below was transferred from contract N00039-11-D-0045 to contract N00104-11-D-ZD42 via Modification P00019, dated 24 September 2014.

Part Number	Description	Serial Number	Asset Location	Quantity	Unit Price	Total Cost
G703973-3	Antenna Pedestal	M010222	Norfolk, VA	1 each	\$500,000.00	\$500,000.00
G750924-2	Communications Group	L0013	Norfolk, VA	1 each	\$700,000.00	\$700,000.00

6. The accountability of COMSEC Material or Cryptographic Equipment identified below was transferred to contract N0010411DZD42 via Modification P00021 dated 03 February 2015.

The COMSEC materials/items listed below are required to be used in conjunction with the Low Data Rate, Medium Data Rate, Satellite Simulator Test Set (LMTTS) in order to perform and simulate system level testing of various Line Replaceable Units (LRU's) in attachment "H" of the contract.

COMSEC Material or Cryptographic Equipment to which the Contract and/or Contractor Account Will Have Access:

U TVB 1147	G605727-1	MXXX14	Thorton Simulator CCA
U TVB 3 15405	G605448-2	H00002	Thorton Simulator CCA
U TVB 3 15406	G605448-2	H00003	Thorton Simulator CCA

<END>

**WEB-BASED COMMERCIAL ASSET VISIBILITY STATEMENT OF WORK
NAVSUP WSS MECHANICSBURG/PHILADELPHIA
VERSION 7.5, February 25, 2015**

I. INTRODUCTION

A. The purpose of the Web-based Commercial Asset Visibility (WEBCAV, or CAV) requirement is to provide an inventory management system for Government-owned repairable assets while at the repair facility, hereinafter referred to as “the CAV Reporter”, and to track these assets as they flow through the repair cycle.

B. CAV provides Navy Planners (formerly known as Item Managers) with visibility of repairable items throughout the various stages of the repair cycle. These transactions automatically update the CAV database, which in turn will update the Navy’s Supply Systems database and allow the NAVSUP WSS (formerly known as Naval Inventory Control Point/NAVICP) to obtain timely information needed to make management decisions.

C. CAV also provides the means to track in-transit material to and from the CAV Reporter.

D. CAV reporting is managed in one web site with two distinct databases. One for NAVSUP WSS Mechanicsburg and one for NAVSUP WSS Philadelphia, and reporting of assets is managed accordingly. The NAVSUP WSS (Mechanicsburg and Philadelphia) transitioned to an Enterprise Resource Planning (ERP)-based system. Since completion of the ERP implementation, the CAV website may be modified from two distinct databases to one database for both Mechanicsburg and Philadelphia. If this occurs, CAV Reporters who are reporting for both Mechanicsburg and Philadelphia will be required to report inventory in one database.

E. Notwithstanding any language to the contrary herein, all communications/actions of a NAVSUP WSS CAV Analyst hereunder are subject to concurrence by the NAVSUP WSS Procurement Contracting Officer (PCO) having cognizance of this CAV Statement of Work (SOW) and the contract vehicle to which it is attached.

F. Contractors are hereby advised that any updates to this CAV Statement of Work (SOW) are posted to <https://applications.ahf.nmci.navy.mil/cavweb/Documentation/CAVInfo/navy.htm>. Contractors are further also advised that they shall adhere to the latest SOW requirements regardless of the CAV SOW included within the award document.

II. OBJECTIVE

The objective of this SOW is to identify specific actions and tasks required to ensure that CAV contractual reporting requirements are satisfied.

III. CAV REPORTER’S PRIMARY RESPONSIBILITIES

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In addition to meeting the requirements of Sections IV, V, and VI, the CAV Reporter shall comply with the following Section III requirements in accordance with the procedures, methods and schedules set forth herein:

A. CAV Transaction Reporting:

1. The CAV Reporter shall report asset status in accordance with the CAV User's Guide Version 7.3, which is hereby incorporated by reference into this SOW. The CAV User's Guide can be found in the CAV II Information section of the CAV Website at <https://applications.ahf.nmci.navy.mil/cavweb/>. Mandatory fields within the transactions are identified in the CAV Users Guide by use of "**". The CAV Reporter shall fill in all mandatory fields for each transaction.
2. The CAV Reporter shall report receipt of the following material through CAV (Note: references to "the Repair Basic Ordering Agreement (BOA)/Contract" refers to the contract vehicle to which this SOW is attached):
 - a) Any material received on a Document Number beginning with N00383/N00104 regardless of which Repair BOA/Contract number it is marked.
 - b) All incoming material, when such material is listed as a repair candidate on the Repair BOA/Contract.
 - c) All incoming material, when such material is identified as Government-Furnished Material (GFM).
 - d) NAVSUP WSS-managed items that are funded for repair, upgrade, or modification under a Naval Sea Systems Command (NAVSEA), Naval Air Systems Command (NAVAIR) or other Command contract and/or order.
 - e) Material received under a warranty clause or Quality Deficiency Report (QDR) in accordance with Attachment 'A' in the CAV User's Guide, regardless of the contract that said item was repaired or manufactured under.
 - f) When notified by NAVSUP WSS to input unique receipts.
 - g) All incoming material not repaired by your facility shall be receipted as 'Material Not on Contract.
 - h) Material and equipment on loan or to be used for testing.

NOTE: The CAV Reporter shall contact the NAVSUP WSS CAV Analyst when assistance is required regarding CAV inputs. Items under direct Foreign Military Sales (FMS) Repair contracts are not to be reported in CAV.

3. The CAV Reporter shall provide adequately trained and qualified individuals to perform the transactions.
4. The CAV Reporter shall report Proof of Shipment (POS) data in accordance with the following criteria:
 - a) If a shipment is transported by Advanced Traceability and Control (ATAC), the CAV Reporter need not report POS data via CAV. If a CAV Reporter is contracted to use ATAC, but does a shipment outside of ATAC, the CAV Reporter shall provide POS as indicated in paragraph 4.b.

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b) If a shipment is transported by a freight carrier other than ATAC, the CAV Reporter shall provide the following data:

- (1) Transportation Control Number (TCN) of the shipment
- (2) Freight Carrier Company Name and Standard Carrier Alpha Code (SCAC)
- (3) Freight Carrier Company tracking number (referred to as ProNumber or Tracking Number)
- (4) Date shipped, per TCN
- (5) Quantity shipped, per TCN

c) If a shipment is delivered by the CAV Reporter directly to the final destination (local delivery) without utilizing a freight carrier, the CAV Reporter shall provide POS as follows:

- (1) Transportation Control Number (TCN) of the shipment
- (2) Freight Carrier Company Name "Local Delivery" and SCAC
- (3) Date shipped, per TCN
- (4) Quantity shipped, per TCN
- (5) Signature of the receiver's representative at final destination (reported in CAV POS in the "Tracking Number" field with no imbedded spaces or punctuation)

5. The CAV Reporter shall accurately report transactions (receipt, condition code changes, shipments, and proof-of-shipments) by the end of the next regular business day after the occurrence of a reportable event.

6. The CAV Reporter shall physically inventory material received for actual National Item Identification Number (NIIN) and Quantity prior to reporting receipt into CAV.

7. The CAV Reporter shall provide to the DCMA Quality Assurance Representative (QAR) the CAV Material Movement Document (MMD) as an attachment to the Wide Area Workflow (WAWF) documentation to the QAR before signing for acceptance in WAWF DD250 Receiving Report: (The QAR will validate the contract number, delivery order number, CLIN, shipping location, National Stock Numbers, Condition Code, Serial number as applicable and quantities

B. Material Supply Discrepancy Report (MSDR)/Report of Discrepancy (ROD) Notification (SF 364)

1. Whenever a NIIN, condition code, and/or quantity discrepancy exists, the CAV Reporter shall complete and submit an MSDR to the originator of the shipment within five (5) workdays after the discrepant shipment is received, via the Product Data Reporting and Evaluation Program (PDREP).

2. To gain access to the PDREP home page click on the link below <https://www.pdrep.csd.disa.mil/> .

3. A hard copy SF364 will only be used in the event the electronic MSDR is unavailable. To access an electronically fillable copy of the SF364 go to <http://www.gsa.gov/portal/forms/type/TOP>. Input "SF364" in the "Find a Form" box, click on

Attachment 3

the “Search” button, click on the report name “Report of Discrepancy (ROD)”, then click on “SF364.pdf - PDF Version” to display the form. If a hard copy SF364 is submitted, the CAV Reporter shall send/transmit an informational copy of the MSDR to NAVSUP WSS Code N8521

4. If the material is returned to the supply system, the CAV Reporter will include a copy of the MSDR/hard copy SF364 with the shipment.

C. Inventory Accuracy

1. The CAV Reporter shall maintain no less than 99% accuracy in its accountability records, CAV stock records and physical inventories for all Government-owned repairable items that come under the CAV Reporter’s control and/or responsibility pursuant to the contract vehicle to which this SOW is attached.
2. The CAV Reporter shall at any time be subject to periodic physical inventory audits, conducted by either the Defense Contract Management Agency (DCMA), Office of Financial Operations (FMO) or NAVSUP WSS.
3. If the Government determines that the CAV Reporter’s Inventory Accuracy is less than 99%, the CAV Reporter shall, upon direction of the Government, develop a corrective action plan mapping out the steps necessary to maintain at least 99% inventory record accuracy, which may include Monthly Record Reconciliations and/or Annual Wall-to-Wall Inventory Reconciliations.
4. The requirement for 99% Inventory Accuracy does not relieve the CAV Reporter of any responsibility it may otherwise bear regarding Government property under any other provision of this contract.

D. Reconciliation Requirements and Other Inquiries

1. The CAV Reporter shall provide assistance in resolving reporting errors/Stock-in-Transit (SIT) upon request.
2. The CAV Reporter is responsible for submitting a written request in accordance with the Lost, Damage, Destruction (LDD) provisions of their DCMA-approved property control procedures to their DCMA office for Relief of Liability for unaccountable material as a result of a physical inventory or as indicated below in paragraph ‘F.’ A copy of this written request for Relief of Liability must be provided to their NAVSUP WSS CAV Analyst and the NAVSUP WSS PCO having cognizance of the contract vehicle to which this SOW is attached. A copy of the written resolution must be provided to the same distribution.

E. NAVSUP WSS In-Transit Accountability (NITA)

NOTE: This portion does not apply to foreign contractors

1. NAVSUP WSS In-Transit Accountability (NITA) is used for identifying and resolving open Stock-in-Transit (SIT). NITA is accessed through a menu option within the Electronic Retrograde Management System (eRMS) website at <https://mrl.navsisa.navy.mil/erms/>. A

Attachment 3

System Authorization Access Request (SAAR) form, which is required in order to receive a Logon and Password for eRMS, can be submitted via the website. . NITA data is refreshed daily. ERMS and NITA are IT Level 2 systems which means limited privilege sensitive information access. Please refer to clause 5252.204-9400, Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information technology (IT) Systems or Protected Health Information (July 2013), for additional instructions.

2. Once every seven (7) calendar days, the CAV Reporter shall access NITA for identifying/resolving discrepant shipments (SIT) of Navy-owned material both to and from the CAV Reporters' facilities.
3. The CAV Reporter shall provide a response to all documents requiring Proof of Shipment (POS) for classified and sensitive material within seven (7) calendar days, and within 30 calendar days for all others via the POS entry screens in NITA. If POS has not been provided within 60 calendar days of the issue date, then the CAV Reporter shall reverse the SIT issue via the CAV system and submit an LDD to DCMA with a copy to the NAVSUP WSS CAV Analyst.
4. The CAV Reporter shall provide a response to all documents requiring Proof of Receipt (POR) for classified and sensitive material within seven (7) calendar days of the Proof of Delivery (POD) date cited in NITA, and within 30 calendar days for all others. If a POR remains unresolved 60 calendar days after the POD date, the CAV Reporter shall process a receipt TIR and submit an LDD to DCMA with a copy to the NAVSUP WSS CAV Analyst.
5. The CAV Reporter shall also respond to inquiries received via phone calls, emails or letters from Navy representatives researching the status of shipments. The CAV Reporter shall respond to these types of inquiries no later than the next working day after receipt of the inquiry.
6. The CAV Reporter shall ship all Navy-owned DLR's via traceable means. The definition of "traceable means" is any shipping process that mandates signature custody including, but not limited to, the Navy's contracted carrier under the RFI program. See Paragraph 'G' below.
7. When an incorrect quantity of material has been reported as shipped from the CAV Reporter, the CAV Reporter shall reverse the original issue of material and input a corrected issue TIR and proof of shipment for the quantity of material actually shipped.

F. DD Form 1348-1A

1. The DD Form 1348-1A replaces the DD Form 250 as a shipping document only; the CAV Reporter shall prepare and distribute a DD Form 250 as required for payment purposes. The DD Form 250 shall NOT accompany shipments of material. Including a DD Form 250 or DD Form 1149 with a shipment often causes confusion for the receiver and contributes to higher unmatched stock-in-transit levels.
2. Distribution of the DD Form1348-1A is as follows:

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- a) Shipment of a single unit – one copy of the DD Form 1348-1A inside package with the unit and one copy of the DD Form 1348-1A attached to the outside of shipping container.
- b) Bulk Shipment (more than qty 1 of the same NIIN in the same shipping container) - one copy of the DD Form 1348-1A inside each individual unit container. A second copy of the DD Form 1348-1A attached to the outside of the individual unit container within the multi-pack. A third copy of the DD Form 1348-1A attached to the outside of the multi-pack container. Bulk Shipments must be clearly labeled as such on the outside of the shipping container. CAV reporting must reflect a Bulk Shipment for this type of shipment.

NOTE: In the event of CAV being inoperable, DD Form 1348-1A shall be typed manually. When CAV is again operable; the CAV Reporter shall print a 1348-1A and complete the “shipment” transaction in CAV.

G. Direct Ship (Not Applicable To CAV Reporters Operating Under The Terms And Conditions Of A PBL, Mini-Stock Point)

1. The Direct Ship process has been designed to ensure that critical repaired “A” condition spare parts are delivered directly to Navy end users in an efficient and timely manner. Direct Ship awards (i.e., purchase orders, delivery orders, and bilateral contracts) will be easily identifiable as follows: the “Ship To” DoD Activity Address Code (DODAAC) specified at the line item level in Section B of the award document will specify the DoDAAC of the vendor’s repair facility. This is the contractual final “Ship To” destination that must be used for DD250 and invoicing preparation.
2. The CAV Reporter will be required to wait up to 24 hours for a potential redistribution to fill a known backordered fleet requirement.
3. Final Inspection and Acceptance by the Government must be completed before the CAV Completion Transaction is processed (i.e., posted to “A” condition).
4. The CAV Reporter is responsible for checking the CAV Requisition Inbox for requisition(s) posted within 24 hours of reporting the Completion transaction.
5. The Direct Ship CAV Reporter will receive shipment redistribution direction through the CAV Requisition Processing Module if there is an existing fleet requirement. If a requisition is received in CAV, processing procedures can be obtained from the Requisition Processing Guide located on the CAV website.
6. If a requisition is not received within 24 hours, the CAV Reporter will schedule redistribution of material to the default storage location specified in the Purchase Order, BOA, or Contract in accordance with paragraph ‘H’ below.
7. If the award indicates direct ship and specifies other than source Inspection and Acceptance by the Government and FOB Origin terms and conditions, the CAV Reporter should immediately contact the PCO.

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H. Redistribution Order/Ready for Issue Project - Navy Transportation - CAV

1. NAVSUP WSS has developed a process to enhance asset visibility by contracting sole responsibility of the transportation function to NAVSUP WSS's Transportation Organization, ATAC (Advanced Traceability and Control). ATAC is responsible for delivery and pickup of Government-owned assets going to and from the CAV Reporter. ATAC will send a subcontracted transporter (i.e. Federal Express, Miramar) to the repair facility to pick up material as specified herein.
2. Upon receipt of material, the CAV Reporter shall compare the quantity of units and the NIIN of the item inside the container to the quantity and NIIN on the DD Form 1348-1A document that accompanies the material. There may be multiple DD Form 1348-1A documents with the material. The appropriate DD Form 1348-1A to compare to is the one that reflects material being shipped to the CAV Reporter. Any discrepancies in quantity or NIIN must be reported in accordance with III.B. herein. If material is received without a DD Form 1348-1A, the CAV Reporter shall contact their CAV Analyst for assistance.
3. At the conclusion of any of the following actions: (1) repair of a unit, or (2) PCO or ACO modification directing that the unit is Beyond Repair (BR) or Beyond Economical Repair (BER) and the unit is to be moved to the Defense Distribution Depot, or (3) the award specifies "Direct Ship" and the unit(s) is to be moved to a Defense Distribution Depot, the CAV Reporter shall:
 - a) Complete shipping documentation in accordance with Paragraph 'F' above.
 - b) Input the Shipment Transaction in CAV (this includes the weight, dimension and pickup DODAAC fields) to trigger the pick-up directive to the ATAC transportation carrier.
 - c) Place the material that is ready for pickup in a staging area designated for ATAC pickup.
4. FOR ROUTINE SHIPMENTS – defined as normal shipments that are picked up daily by the ATAC carrier. The ATAC carrier will arrive at the CAV Reporter's facility Monday through Friday to pick up material for which a pickup directive has been received.
5. FOR EMERGENCY SHIPMENTS – defined as shipments that must leave your facility prior to the next ATAC pickup. In addition to contacting the Quality Assurance Representative (QAR) and transmitting the shipment via CAV, the CAV Reporter shall contact the ATAC shipping office between the hours of 7:00 a.m. and 4:30 p.m. Pacific Standard Time (PST) via the email address or phone numbers shown below to advise that the material is ready for pickup and must be shipped under urgent means:
 - a) ATACCustomerService@navy.mil or (619) 545-6129 or (619) 545-7059
 - b) The CAV Reporter must have the following information available to provide the ATAC office:
 - (1) Shipment Document Number
 - (2) Pieces (number of boxes)
 - (3) Weight
 - (4) Dimensions (L, W, H)
 - (5) Pickup Location/Address

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(6) Destination Location/Address

c) Shipments identified as urgent on the weekend or after the ATAC shipping office has closed may be shipped under a non-ATAC method with the issuer scheduling the transportation. When this occurs, the CAV Reporter shall enter the CAV Shipment with Pickup DODAAC=CANCEL and enter POS in CAV.

6. The following items are excluded from ATAC transportation. The CAV Reporter shall contact the cognizant DCMA transportation office to arrange shipment of these items:

- a) Marine gas turbines
- b) Fleet Ballistic Missile components
- c) Classified Items
- d) Reactor plant materials
- e) RADIAC material (FSC 6665)
- f) Class A, B, and C explosives
- g) Small arms and Ammunition
- h) 2F, 2J cog items (NAVSEA owned)
- i) 2S cog items (except engines)

7. MATERIAL RDO/RFI ADDRESSES or MATERIAL RETURNS

a) “A” CONDITION MATERIAL - The address for the shipment of ready-for-issue material going to stock will be located in Clause NAVSUPWSSFA09 found in the basic contract document that contains the CAV Statement of Work (see Paragraph ‘G’ above titled “Direct Ship”). If the material is to be redistributed directly to an end user/requisitioner, the CAV Reporter shall contact the applicable Navy Planner (formerly known as Item Manager) for a document number beginning with the end user’s/requisitioner’s Unit Identification Code (UIC); this material should never be shipped using the Repair Cycle Document Number (RCDN). The CAV Reporter shall also contact the DCMA transportation office for the specific address.

b) “F” CONDITION MATERIAL – Unless otherwise provided in the delivery order/modification, the CAV Reporter shall contact the appropriate NAVSUP WSS Contracting Officer for status on units received without authorization for repair within 90 days (not-ready for issue – “F” condition). If the material is to be returned to the Government, the units shall be redistributed as follows to the location that lies within the closest physical proximity to the facility from which the material is being shipped:

(1) MARK FOR: NAVSUP WSS DIRECTED RETURN, FOR “F” CONDITION STOCK. DO NOT PROCESS THROUGH ATAC/HUB

(2) The most current consignment addresses for the locations below are available electronically at <https://www.daas.dla.mil/daasing/>:

SW3117 – Defense Depot Norfolk, VA

SW3205 – Defense Depot San Diego, CA

c) “J” CONDITION MATERIAL - Unless otherwise provided for in the delivery order/modification, units received without authorization for repair that are not manufactured or repaired by the CAV Reporter (“J” condition) shall be receipted as

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Material Not On Contract and returned immediately to the location that lies within the closest physical proximity to the facility from which the material is shipped:

(1) MARK FOR: MISDIRECTED/MISIDENTIFIED MATERIAL. PROCESS AS CONTRACTOR RETURN AND RESCREEN FOR CORRECT DISPOSITION.

(2) The most current consignment addresses for the locations below are available electronically at <https://www.daas.dla.mil/daasing/>:

N68620 –ATAC HUB, Norfolk VA

N46433 - ATAC HUB, San Diego, CA

(3) If, after material has been returned and the same unit is again shipped to your facility, call 619-545-9707 or 619-545-8359 for hub shipments; contact the NAVSUP WSS Planner for all others.

d) “H” CONDITION MATERIAL – The CAV Reporter shall obtain written concurrence from the DCMA QAR for all units determined to be BR or BER. All such determinations, including the basis for the determination, the repair required, the proposed price to repair and the DCMA written concurrence shall be provided by the CAV Reporter to the PCO. After receipt of the required documentation, the PCO shall provide the CAV Reporter disposition instructions or contractual authority for repair of the item. The CAV Reporter is not authorized to proceed with repair until notification to proceed is received from the PCO. Any disposal action ordered by the PCO shall be performed by the CAV Reporter in accordance with applicable regulations and DCMA disposal procedures and requirements. If it is determined that a unit should be retained by the Defense Distribution Depot, in lieu of disposal, the CAV Reporter shall prepare the units for delivery to the following:

(1) MARK FOR: NAVSUP WSS DIRECTED RETURN, FOR “H” CONDITION STOCK. DO NOT PROCESS THROUGH ATAC/HUB

(2) The most current consignment addresses for the locations below are available electronically at: <https://www.daas.dla.mil/daasing/>:

SW3117 – DD Norfolk, VA

SW3205 – DD San Diego, CA

I. Requisition Processing/SRA Requisitioning (When Applicable)

1. PBL, Mini-Stock Point, and Direct Ship CAV Reporters can receive/process requisitions through the CAV Requisition Processing module. Procedures for inbound/outbound requisitions can be obtained from the Requisition Processing Guide found on the CAV website.

2. CAV Reporters are required to use the Shop-Repairable Assembly (SRA) template when requesting a SRA to complete a Next Higher Assembly. The CAV Reporter shall comply with the following procedures for replacing SRA’s when repairing a Weapons Replaceable Assembly (WRA). DCMA personnel must authorize with an appropriate written verification and the Navy Planner and/or PCO must disseminate instructions. The following applies:

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a) Replacement of an SRA that has been determined to be BER or BR.

(1) If the replacement unit is to be an RFI unit consigned from the CAV Reporter's existing repair or spares contract, generate a CAV 1348 "SHIP" transaction. On the 1348 screen, type your UIC over "SHIP TO UIC/DODAAC" and overlay positions 11 and 12 of the "SHIP TO Document" with "MB" for a BER/BR unit. Complete the Material Shipment screen.

(2) If the replacement SRA is to be acquired by MILSTRIP requisition, submit a CAV-generated requisition from the CAV menu screen. On the requisition input screen, enter project code "ZN3", priority "03" or "06", advice code "5A" and the Federal Stock Class.

(3) Input a CAV receipt transaction for the BER/BR unit as condition code "F", Material on Contract. Enter "BLK" in the receipt screen field named "RECEIVED FROM". The receipt document number must be the same as the document number that was used to issue the material to your facility, or use the same document number as the CAV-generated requisition, so that the carcass-tracking match can be completed.

b) Replacement of an SRA that was determined to be Missing on Induction (MOI):

(1) If the replacement unit is to be an RFI unit consigned from the CAV Reporter's existing repair or spares contract, generate a CAV 1348 "SHIP" transaction. On the 1348 screen, type your UIC over "SHIP TO UIC/DODAAC" and overlay positions 11 and 12 of the "SHIP TO Document" with "MK" (when the turn-in-activity is known) or "MU" (when the turn-in-activity is unknown). Complete the Material Shipment screen.

(2) If the replacement SRA is to be acquired by MILSTRIP requisition, submit a CAV-generated requisition from the CAV menu screen. On the requisition input screen, enter project code "ZV3", priority "03" or "06", advice code "5A" for MOI when the turn-in activity is unknown or "5G" for MOI when the turn-in activity is known, and the Federal Stock Class.

c) Replacement of failed SRA's during repair of WRA's:

(1) If the replacement unit is to be an RFI unit consigned from the CAV Reporter's existing repair or spares contract, generate a CAV 1348 "SHIP" transaction. On the 1348 screen, type your UIC over "SHIP TO UIC/DODAAC" and overlay positions 11 and 12 of the "SHIP TO Document" with "MM". Complete the Material Shipment screen.

(2) If the replacement SRA is to be acquired by MILSTRIP requisition, submit a CAV-generated requisition from the CAV menu screen. On the requisition input screen, enter project code "ZL8", priority "03" or "06", advice code "5G" and the Federal Stock Class.

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(3) Input a CAV receipt transaction for the failed SRA unit as condition code “F”, Material on Contract. Enter “BLK” in the receipt screen field named “RECEIVED FROM”. The receipt document number must be the same as the document number that was used to do the issue to your facility or the same as the CAV generated requisition, so that the carcass-tracking match can be completed.

IV. Dawn Of Time (“DOT”) Inventory Applicable To New CAV Reporters

1. The CAV Reporter shall provide an accurate accountable record of inventory to Code N8521 at least one week prior to scheduled implementation of the CAV system.
2. The inventory list provided shall be by NIIN, Part Number (P/N), reference number, serial number, condition code, Contract number, Order Number, CLIN and location of material for each line item.
3. The CAV Reporter shall identify all employees requiring CAV access to include at a minimum the primary and alternate CAV input Point of Contacts (POCs).
4. The CAV Reporter shall ensure all employees requiring CAV access have acquired, loaded and registered their individual PKI certificates. The CAV Reporter shall fill out the appropriate SAAR to obtain access to CAV and to the eRMS system for access to NITA (see Paragraph III.E.1. above).
5. The CAV Reporter shall work with NAVSUP WSS CAV personnel prior to the implementation of the CAV system to ensure they can successfully access the CAV website.
6. The CAV Reporter shall provide the name and phone number of the DCMA Property Personnel and QAR.
7. The CAV Reporter shall ensure the necessary personnel are available to assist with the scheduled DOT and receive CAV training.
8. The CAV Reporter shall assist NAVSUP WSS personnel with loading the initial inventory from the accountable record into CAV.
9. Material Movement Documents (MMDs) with the unique CAV-generated Repair Cycle Document Number (RCDN) shall be printed from the CAV system for every unit entered into CAV.
10. If printed, the MMDs shall physically be attached to each unit and any differences between the actual status of the item and the CAV entries will be noted. The DCMA Property Account Officer (PAO) will review results of this “tagging” process.
11. Any necessary adjustments to CAV shall be entered. Adjustments to DOT transactions are not authorized unless directed by NAVSUP WSS. NAVSUP WSS shall be notified of all

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inventory discrepancies and corrective action taken. Detailed CAV records will allow NAVSUP WSS to monitor adjustments to DOT transactions.

12. Appropriate CAV reports shall be printed and provided to DCMA to ensure all transactions have been input and processed accurately during the opening inventory. DCMA will send NAVSUP WSS a certification letter in regards to the inventory.

V. CAV SYSTEM REQUIREMENTS

- A. WEBCAV is designed to be accessible using Internet Explorer on a Windows platform. Some older versions of Netscape are compatible as well. Firefox and Chrome may be used but there could be differences in appearance of certain screens.
- B. The CAV Reporter shall have or obtain an Internet Service Provider (ISP) account for CAV reporting. CAV status reporting will be made to NAVSUP WSS via the Internet using WEBCAV.
- C. A telephone line shall be within reach of the CAV operator to allow verbal instructions during computer inputs. The line does not have to be a dedicated direct phone line.

VI. CAV SECURITY REQUIREMENTS

- A. CAV Reporters shall comply with the following security guidelines:
 - 1. Challenge any unauthorized personnel attempting to alter CAV in any way.
 - 2. Report all accidental unauthorized access to systems/files/data to your NAVSUP WSS CAV Analyst.
 - 3. Furnish requested information for all personnel having access to CAV. The information shall be provided prior to implementation of CAV and as any changes in personnel occur.
 - 4. Notify the NAVSUP WSS CAV Analyst of any changes in CAV input personnel.
 - 5. Acquire a Public Key Infrastructure (PKI) Certificate for each individual requiring CAV access.

VII. CAV SYSTEM PROBLEM RESOLUTION

- A. If the CAV Reporter experiences a problem with CAV, the CAV Reporter shall:
 - 1. Note the window at which the failure occurred.

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2. Contact the CAV Analyst.

B. In the event of a catastrophic event such as flood, fire, hurricane, etc., the CAV Reporter shall contact the CAV Analyst within 24 hours of the event and determine reporting methodology.