

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER N00383-14-Y-5519		PAGE 1 OF 83	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER N00383-14-R-0022		6. SOLICITATION ISSUE DATE 02/23/2015		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Eileen Wadlinger		b. TELEPHONE NUMBER (No collect calls) 215-697-4206		8. OFFER DUE DATE/ LOCAL TIME 04/24/2015	
9. ISSUED BY CODE N00383 NAVSUP Weapon Systems Support-Philadelphia ATTN: E. Wadlinger, Code N761.04 Phone: 215-697-4206 , FAX: 215-697-1388 Email: Eileen.wadlinger@navy.mil 700 Robbins Avenue Philadelphia, PA 19111-5098				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> % FOR EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS NAICS: 336412 <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> 8(A) VETERAN-OWNED SMALL BUSINESS SIZE STANDARD: 1000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input checked="" type="checkbox"/> 13a. THIS CONTACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING DO - A1A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO CODE		16. ADMINISTERED BY CODE		17a. CONTRACTOR/ OFFEROR CODE	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18a. PAYMENT WILL BE MADE BY CODE		18b. SUMMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE ATTACHED SCHEDULE <i>(Use Reverse and/or Attach Additional Sheet as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA AA:					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

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NOTE: As used in this solicitation the terms Performance Work Statement (PWS) and Statement of Work (SOW) shall be interchangeable.

I. SCHEDULE OF SUPPLIES

CONTINUATION SHEET (OPTIONAL FORM 336)		REFERENCE NO. OF DOCUMENT BEING CONTINUED N00383-14-R-0022		PAGE 3	OF 83
0001	YEAR 1 (1 October 2015 – 30 September 2016) T700 401/401C COMPRESSOR ROTOR GG ROTOR PERFORMANCE BASED LOGISTICS SUPPORT	1	LT*		
0002	YEAR 2 (1 October 2016 – 30 September 2017) T700 401/401C COMPRESSOR ROTOR GG ROTOR PERFORMANCE BASED LOGISTICS SUPPORT	1	LT*		

<p>CONTINUATION SHEET OPTIONAL FORM 336</p>	<p>REFERENCE NO. OF DOCUMENT BEING CONTINUED N00383-14-R-0022</p>			<p>PAGE 4</p>	<p>OF 83</p>
<p>0003</p>	<p>YEAR 3 (1 October 2017 – 30 September 2018) T700 401/401C COMPRESSOR ROTOR GG ROTOR PERFORMANCE BASED LOGISTICS SUPPORT</p> <p>* LT = Lot</p>	<p>1</p>	<p>LT*</p>		

A1. TYPE OF CONTRACT

Award under this Performance Based Logistics Request for Proposal will be made under a three (3) year, **PBL, REQUIREMENTS** type contract with orders to be issued up to a total of 3 years from the date of award. All orders placed during this period shall be issued as priced orders. Therefore, offerors should insert firm fixed prices for each year.

FAR 52.216-21 -- Requirements.

Requirements (OCT 1995)

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 December 2018.

(End of Clause)

FORM AND CONTENT OF ORDERS

Orders issued hereunder shall be prepared on DD Form 1449, however, if exigency so demands, orders may be placed via electronic transmission (e.g. FAX) and will be confirmed by DD Form 1449 as soon as practicable thereafter, and will bear the notation "CONFIRMING ORDER". In addition, the DD Form 1449 order shall include the following:

- (a) The order number, date, and an appropriate reference to this contract

- (b) Citation of the negotiation authority pursuant to which the order is negotiated.
- (c) Applicable appropriation and accounting data; special invoicing instructions, if applicable.
- (d) Special shipping instructions, place of delivery, place of inspection, DOD Priority Designator and Surveillance Criticality Designator.

- (e) Applicable DO Rating certified under DPAS Regulation (15 CFR 700)
- (f) Descriptions and the part numbers of the particular articles to be furnished, the estimated quantity of each, the stock number, if available.

AUTHORIZED ORDERING ACTIVITY

The Procuring Contracting Officer (PCO) shall place orders under this agreement in the manner provided elsewhere herein.

B1-1.0 PRICING

1.1 Firm Fixed Pricing shall be established for each annual period of PBL performance. The contract will include a three-year base period. An annual price will include repair or replacement of any of the NIIN's listed on Attachment "A" of the Statement of Work.

1.2 Demand is defined as total quantity of individual items requisitioned against the NIINs listed on Attachment A and submitted through the Navy requisitioning system. For purposes of this contract, the definition for "quantity of requisitions" is synonymous with "quantity of NIINs requisitioned."

1.3 This PBL includes Demand Surge and Negative Demand Surge coverage. A Demand Surge/Negative Surge is defined below and in C2-10 Demand Variation Coverage:

- (a) Demand Surge: Growth in the number of demands of all (not individual) components so that total annual volume exceeds 105% of the total annual Baseline Demand, shown on the table in Attachment "D" PBL Contract Estimated Demand Forecast, is a Demand Surge.
- (b) Negative Demand Surge: Contraction in the number of demands of all (not individual) components so that total volume is less than 95% of the total annual Baseline Demand is a Negative Demand Surge.

1.4 The fixed annual price related to the T700 PBL performance is not subject to renegotiation. Any change in total contract amount related to Demand Variation will be calculated using the Price per Demand (to be negotiated prior to award). This adjustment shall apply to specific annual periods of performance only.

B2-2.0 PAYMENT

1. Contractor will bill the Government via commercial invoice 1/12 of the annual amount on a monthly basis. One (1) copy of the invoice shall be submitted to the local Defense Contract Management Agency (DCMA) office for approval. The designated DCMA is delegated approving/disapproving authority for signing invoices. Approved invoices will be signed in the block designated as "Approved for Payment," and returned (3 copies) to DFAS.

2.1 PAYMENT OF FIXED PRICE ADJUSTMENT FOR DEMAND RECONCILIATION

All positive and negative Demand Surge adjustments will be reconciled at the end of each fiscal year of contract performance in accordance with C2-10 Demand Variation Coverage.

C1 - STATEMENT OF WORK FOR PHASE I, TRANSITION (if applicable)

C1 - 1 INTRODUCTION

1.1 Phase I (transition phase) will commence upon award for a period of 120 days. Phase I will be invoked if a contractor other than the incumbent T700 PBL contractor is awarded the contract. During Phase I, the Contractor shall put in place the infrastructure, material, and systems necessary to enable the Contractor to meet the Government's performance requirements for Phase II. The Contractor shall comply with Attachment "B" – Phase I Transition Delivery Schedule and perform any other effort necessary to meet all requirements set forth in the Statement of Work for Phase II. Attachment "H" - Contract Data Requirements List Data Item 0001 applies.

1.2 During Phase I, the Government will use best judgment to facilitate a smooth transition from the repair scenario at contract award to the full performance period, while continuing to provide the highest possible level of fleet support. To accomplish this, the Government will retain decision authority during Phase I regarding the timely transition of material to the PBL contractor and Master Repairable Items List (MRIL) changes.

The Government will deliver wholesale RFI and NRFI inventory to a Contractor designated CONUS facility only. The Contractor will not be responsible for any open delinquent requisitions that accrue up to time of contract award.

All requisitions that generate subsequent to contract award are considered the responsibility of the Contractor. The Contractor shall fill all requisitions that it receives during Phase I in accordance with Section F, Delivery Schedule.

Requisitions received but not filled by the Contractor during Phase I will become part of the total requisition pool for which the Contractor is responsible beginning in the first quarter of Phase II. Once Phase II begins, the Contractor will be responsible to fill all requisitions, including those not filled in Phase I, utilizing the Military Standard requisitioning priorities and sequences established in Section C2 – 5. This means that requisitions not filled during Phase I, although not counted toward the metric in Phase II, must be filled in priority sequence before Phase II requisitions, if applicable.

C1 - 2 PHASE I ACTIVITIES

2.1 The Contractor shall establish Electronic Data Interchange (EDI) capability in accordance with C2-17.2, and shall establish Web-Based Commercial Asset Visibility (WebCAV) capability for asset reporting in accordance with C2-17.3.

2.2 Attachment "C"- Wholesale Inventory Quantities shall reflect the wholesale inventory quantities projected to be provided under C1-3.1.

2.3 In accordance with Attachment “B” – Phase I Transition Delivery Schedule, the Contractor shall reconcile the inventory to be provided with inventory received and shall annotate Attachment “C” – Wholesale Inventory Quantities per Clause C1-3.1.

2.4 If deemed necessary by the Contractor during Phase I, the Contractor shall repair any non-Ready For Issue (NRFI) wholesale inventory assets to RFI condition and store them in the Contractor’s warehouse.

2.5 Contractor shall comply with the data collection requirements in accordance with Clause C2-16.1.

2.6 The Contractor may deploy technical representatives required to meet Program performance requirements, if deemed necessary, in accordance with Clause C2-15.1.

2.7 The Contractor is responsible for filling any requisitions received if an RFI asset is in the inventory.

2.8 The Contractor shall participate in semiannual Program reviews in accordance with Clause C2-4.3.

2.9 Government wholesale inventory assets will be transferred to the contractor in accordance with Clause C1-3.

2.10 During the Transition Phase, the Government shall change the MRIL to reflect the appropriate contractor’s repair facility for retrograde shipments.

2.11 At any time during the contract performance period, if the Government urgently requires delivery of any quantity of an item, and the contractor is unable to provide the urgently required quantity, the Government may acquire the urgently required goods or services from another Navy approved source.

2.12 The Government will deliver wholesale RFI and NRFI inventory to a Contractor designated CONUS facility only.

C1 - 3 WHOLESALE INVENTORY TRANSFER

3.1 The Government will transfer custody of the wholesale assets listed in Attachment “A” – Equipment List to the Contractor at the beginning of the contract marked for Contractor’s name. The Government will retain ownership of this inventory. The Contractor will confirm receipt of each asset in the transferred wholesale inventory

and annotate Attachment “C” – Wholesale Inventory Quantities to reflect the number and condition of assets received, with report to Government (NAVSUP WSS) within 30 days of material receipt. Contract Data Requirements List Data Item 0001 applies.

C2 - STATEMENT OF WORK FOR PHASE II, FULL PERFORMANCE PERIOD

C2 - 1 INTRODUCTION

1.1 If the Transition period (Phase I) is invoked in this contract, then the Full Performance period (Phase II) will begin subsequent to Phase I, within 121 days after date of award. If Phase I is not invoked in this contract, then Phase II will begin immediately upon award.

C2 - 2 PHASE II ACTIVITIES

- 2.1** The Contractor shall provide all support and management effort as required to perform during Phase II.
- 2.2** The Contractor and the Government shall participate in semiannual Program reviews in accordance with Clause C2-4.3.
- 2.3** The Contractor shall stock, warehouse, manage, and deliver inventory to support demand requirements.
- 2.4** The Contractor shall meet the performance requirements in accordance with Clause C2-9.
- 2.5** The Contractor shall provide/arrange for outbound shipping for RFI Equipment to all CONUS and OCONUS destination activities to enable compliance with the timeframes in Clause C2-9.
- 2.6** The Contractor shall perform repair and/or overhaul and/or replacement of the Equipment in accordance with Clause C2-12.
- 2.7** The Contractor shall furnish all piece-part material required to repair/overhaul the Equipment in accordance with Clause C2-12.2.
- 2.8** The Contractor shall provide configuration management in accordance with Clause C2-16.
- 2.9** The Contractor shall provide technical support to the extent determined necessary under Clause C2-15.
- 2.10** The Contractor shall deliver Program data and reports in accordance with Clause C2-17.
- 2.11** The Government will transfer custody of the wholesale assets listed on Attachment “A” – Equipment

List to the Contractor marked for Contractor's name. The Government will retain ownership of this inventory.

2.12 The Government will inform the Contractor of changes to equipment, inventory, capability and behavior at the organizational (O) and intermediate (I) levels. The Government will inform the Contractor of any changes to the maintenance concept. Any change to the maintenance concept for any item will have prior NAVAIR approval, and may result in an equitable adjustment, if applicable. In addition, no change will be implemented until a modification is issued under the contract

2.13 The Contractor shall develop and manage an Obsolescence Plan in accordance with Clause C2 - 14.

2.14 The Government shall return all retrograde equipment in accordance with Clause C2 - 7.

2.15 The Government will deliver wholesale RFI and NRFI inventory to a Contractor designated CONUS facility only.

C2 - 3 WHOLESALE EQUIPMENT

3.1 The Contractor shall augment the Wholesale Equipment, i.e., the items listed in Attachment "A," with additional quantities to the extent necessary to meet the performance requirements specified in Clause C2-9. The Contractor shall be responsible to augment the inventory as a result of depot washout/ scrap and system carcass loss. No adjustments to contract price will be made for the augmentation of the wholesale Equipment. Any wholesale Equipment obtained or manufactured by the Contractor to augment the inventory during this contract will become Government property upon shipment. All Equipment shall be located in a Government approved, contractor owned property storage area.

At the end of this contract, the contractor shall provide the Government a quantity of no less than one (1) month of demand for each family group (i.e., 401C GG Rotors, 401 GG Rotors, 401C CRS and 401 CRS – see Attachment "A") in Ready For Issue (RFI) condition at no additional cost to the Government. Piece parts required during repair of the Government Equipment shall be supplied as Contractor Furnished Material (CFM). All equipment/spares/piece parts utilized by the Contractor as CFM shall be obtained from the PRIME, Original Equipment Manufacturer (OEM) and/or Navy approved sources of supply.

One month of demand is defined as the most recent 24 months of total requisitions received by the contractor divided by 2. This quantity shall be provided to the Government regardless of whether the Government decides to continue with a follow-on PBL contract, return to traditional contract support, or invoke the contract Exit Phase under C3.

C2 - 4 PROGRAM MANAGEMENT

4.1 PROGRAM MANAGER

The Contractor shall provide a Program Manager [PM] who has the authority and necessary staff to accomplish the T700 Components PBL performance requirements. The PM shall be the Contractor's single POC to the Government for the T700 PBL program. Responsibilities of the PM include, but are not limited to:

- a) The PM shall schedule and support, at a minimum, semi-annual program review meetings with the PCO/WSM.
- b) The PM shall coordinate program requirements and information with the PCO and WSM.
- c) The PM or PM's representatives shall be available to the Government 24x7x365...
- e) The PM shall implement corrective action IAW the terms and conditions of this Contract.
- f) The Government may institute regular (i.e. monthly) PBL status teleconferences with the contractor to discuss all relevant PBL-related topics, including but not limited to: Availability status, quality of product, quality of repair process utilized, retrograde return, open action items, configuration management, risk management.

4.2 GOVERNMENT REPRESENTATIVES

The Government shall identify the Procurement Contracting Officer (PCO) and Weapons System Manager (WSM) responsible to accomplish timely resolution of Program and contract administration associated with the T700 Components PBL.

4.3 PROGRAM MANAGEMENT REVIEWS

The PM, WSM, and PCO shall develop the format, frequency, and location of semi-annual Program Review Boards. Program Review Boards are a forum to review Contractor performance, action items, and any other outstanding Program related items, and to resolve these issues. The agenda topics covered at a semi-annual Program Review Board will contain the following:

- a) Availability status
- b) Quality of product; quality of repair process utilized
- c) Retrograde return
- d) Open action items
- e) Configuration Management
- f) Data and reporting access

C2 - 5 MILITARY STANDARD REQUISITIONING/DELIVERY

5.1 Military Standard Requisitions will flow to the contractor via Electronic Data Interchange (EDI). In the event EDI is not available, Government requisitions may be transmitted via other means; e.g. facsimile. Upon receipt of a requisition, the Contractor shall be responsible for maintaining availability/fill rates in accordance with the schedule called out in section C2-9.

5.2 The Contractor will be responsible for shipping RFI assets to the required destination or CONUS military aerial port. The availability metric/ process time shall be measured from time of requisition receipt to time of delivery at CONUS destination.

5.3 All requisitions, including backorders, shall be satisfied in the order of the highest priority, earliest Julian date order, as required by the Uniform Material Movement and Issue Priority System (UMMIPS) OPNAV Instruction 4614.1F, unless otherwise authorized by NAVSUP WSS Inventory Manager with a copy to the PCO. A working day is defined as a Contractor normal business day; except Saturdays, Sundays, and Government holidays.

5.4 INITIAL OUTFITTING REQUIREMENTS

If applicable, Initial Outfitting requirements are included in the PBL requirement, and are identified in Attachment "L". These PBL requisitions will not return a carcass. Attachment "L" displays the items and total quantity of initial requisitions the Government anticipates for the contract term. Those initial requisitions shall be subject to the SRT metric.

C2 - 6 BEYOND PHYSICAL REPAIR/BEYOND ECONOMICAL REPAIR

6.1 The contractor has the authority to make all determinations that a unit is beyond physical repair (BPR) or beyond economical repair (BER). BPR/BER determinations shall not affect the Contractor's obligation to meet availability and delivery requirements. The Contractor has the authority after the unit has been condemned to utilize any parts that are deemed to be serviceable or can be repaired to a serviceable condition provided that an audit trail is maintained for traceability of each part utilized. After the Contractor is finished cannibalizing, the said unit will be dispositioned according to applicable regulations and the contractor's approved Government Property procedures. The Contractor has the authority to Reclaim In Lieu of Procurement (RILOP) any Government assets, regardless of condition, covered under the contract to facilitate improved support. All such actions will be documented and an audit trail maintained. The contractor is responsible for replacing BPR/BER units in the wholesale pool in accordance with Clause C2-3.

C2 - 7 RETURN OF RETROGRADE

7.1 The Government shall return at the Government's expense, all retrograde equipment to a Contractor designated CONUS facility only.

7.2 The Government shall return all retrograde equipment to the contractor's CONUS facility within 60 days from the requisition receipt date. In the event the contractor demonstrates that the availability metric falls below the rates set forth in Clause C2-9 during any availability measurement period due to carcass returns exceeding 60 days,

the contractor may request or propose relief. The contractor must demonstrate that the late return of retrograde results in a negative impact to the ability to meet the availability metric.

C2 - 8 MAINTENANCE RECORDS

8.1 REQUIRED INFORMATION FOR PARTS REQUIRING ASSEMBLY SERVICE RECORDS (ASR'S)

1. ASR Reporting Requirements: Assembly Service Records (ASR's) are to be supplied for the following items:

Compressor Rotor-Stator Matched Assy (401C)	6900T93G01 thru G02	ASR
Gas Generator Rotor Assy (401C)	6082T04 G05 thru G16	ASR
Compressor Rotor-Stator Matched Assy (401)	6900T78G01 thru G05	ASR
Gas Generator Rotor Assy (401)	6055T26 G10 thru G12	ASR

These cards are to accompany NRFI assets when returned from the fleet.

Updated/Consolidated ASR cards must be shipped with all assets repaired.

ASR cards are to be maintained per CNAFINST 4790.2.

CNAFINST 4790.2A, CH 5, Paragraphs 5.2.1.28 through 5.2.1.28.4 governing the replacement of ASR cards. Requisite paragraphs have been modified to reflect the needs of the T700 In-Service Support Center (ISSC).

REF 5.2.1.28.1.4 When an ASR becomes lost or mutilated, the activity having current custody shall initiate a new record, and all available information shall be transcribed to the new record. When an ASR contains no space for additional entries, a new ASR is prepared per consolidation procedures below. The original ASR card and a copy of the new card will be forwarded to the T700 ISSC Repository.

REF 5.2.1.28.1.5 Loss of an ASR can cause the loss of the assembly as an [RFI](#) asset. Therefore, it is extremely important to be able to reconstruct the assembly's history to determine the necessary course of action when the ASR is not available. The T700 ISSC has the responsibility to determine the required course of action under these circumstances. To enable the T700 ISSC to accomplish this responsibility, it must receive misplaced and cancelled ASR's; copies of all updated records after off-site standard rework and repair, and copies of all new ASRs generated for new ASR items. The T700 ISSC Repository will respond to all requests for information regarding T700 ASRs. The request for this data may be made by telephone, message, or letter consistent with the priority of the requirement for the information. To expedite requests, the T700 ISSC Repository may be reached at (252) 463-7921/7934, or T700@DYCOMTRAK.COM.

NOTE: All ASR Component cards will be validated by T700 ISSC Repository personnel prior to Depot induction, and upon completion of Depot repair.

REF 5.2.1.28.3 Purging. Upon completion of first-degree repair or rework the ASR will be consolidated. The T700 ISSC Repository should be contacted for consolidation procedures/requirements. Upon completion of ASR consolidation, the original ASR card and a copy of the new card will be forwarded to the T700 ISSC Repository:

COMMANDING OFFICER
Code: 6.8.2

Attn: COMTRAK
 FRC East
 PSC Box 8021
 Cherry Point, NC 28533-0021

C2 - 9 PERFORMANCE REQUIREMENTS / METRICS

9.1 Supply Response Time / Reporting Requirements

The Contractor shall meet the performance requirements set forth for Supply Response Time. The Contractor shall be responsible for maintaining accurate response time data in the Contractor’s database in accordance with section C2-16.1.1, which is subject to Government review. The availability performance will be measured at quarterly intervals during Phase II in accordance with Attachment E – Availability Performance Report. CDRL Data Item 0002 applies.

The Supply Response Time (SRT) metric requires the Contractor to satisfy 100% of the requisitions within specified timeframes. The Contractor shall adhere to the response time metrics as stated below for the life of the contract. If SRT performance falls below the requirements specified in Table 1 for two consecutive performance periods, then the Contractor shall provide a recovery plan for the subsequent performance period. Supply Response Time (SRT) is based on the time from receipt of requisition by the Contractor until an asset is delivered by the Contractor to Government destination, as defined in Table 1.

Table 1:

Supply Response Time Metrics				
Issue Priority Group (IPG)	Requisition Priority	Percent of Requisitions Filled		*Days to Fill
1	1 thru 3	80%	SRT 1:	2
		100%	SRT 2:	4
2 and 3	4 thru 15	80%	SRT 1:	8
		100%	SRT 2:	21

*Note 1: All days are working days. A working day is defined as a Contractor normal business day; except Saturdays, Sundays, and Government holidays. A requisition received by the Contractor during any of the 24 hours of the day (date) is considered received that day. For example, a priority 2 requisition received by the Contractor on a Tuesday (during any 24 hours of that Tuesday) must be delivered 80% of the time within 2 working days, or by midnight Thursday.

The Contractor is required to fill requisitions based on the Supply Response Time Metrics table (Table 1) shown above. The Contractor shall deliver 80 percent of requisitioned material by the SRT 1 day, and deliver the remaining 20 percent of requisitioned material by the SRT 2 day.

SRT for IPG 1: For the performance period:

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- 80% of all priority 1 through 3 requisitions shall be filled within 2 working days; all priority 1 through 3 requisitions shall be filled within 4 working days.

SRT for IPG 2 and 3: For the performance period:

- 80% of all priority 4 through 15 requisitions shall be filled within 8 working days; all priority 4 through 15 requisitions shall be filled within 21 working days.

9.2 PERFORMANCE ASSESSMENT

The Contractor will be responsible for shipping RFI assets to the required destination within the timeframes specified above. The availability metric/ process time shall be measured from time of requisition receipt to time of delivery at destination.

The method to calculate the percentage of requisitions filled by the SRT 1 day, for each Issue Priority Group, is as follows (expressed as a percent; normal rounding rules apply):

The number of requisitions filled by the SRT 1 day

The total number of requisitions received in the performance period*

The method to calculate the percentage of requisitions filled by the SRT 2 day, for each Issue Priority Group, is as follows (expressed as a percent):

The number of requisitions filled by the SRT 2 day

The total number of requisitions received in the performance period*

*Note 2: Any unfilled requisition that has not yet reached its respective SRT 1 or SRT 2 day at the end of a performance period shall be counted in the subsequent performance period.

Failure to meet the SRT 2 day metric is a delinquency and counts negatively against the Contractor's performance. **All** delinquent requisitions that remain unfilled at the time of the performance assessment will be included in the count, regardless of the performance period in which they were received.

The SRT and delinquency metrics will be assessed according to the schedule in section C2 - 4.3 and reported at the PRB's. The Contractor will provide, within 15 calendar days of the end of the performance period, i) a statement of the Supply Response Time percentage achieved for both SRT 1 and SRT 2 days, ii) Delinquent Requisition counts by IPG and age, and iii) a summary of the data, and ensure that the complete data used to assess performance for that period is available in accordance with section C2 - 4.3.

For any performance period in Phase II, Full Performance Period, the Contractor may make a written request, with supporting documentation, to have requisitions excluded from the base requisition count. If the PCO determines the exclusion is warranted, those requisitions shall be excluded from the base count. Such requests must be made within 15 days from the end of the performance period. Instances where such an exemption may be granted, at the discretion of the PCO, include Acts of God.

9.3 UNFILED REQUISITIONS/REPORTING

All requisitions, including unfilled requisitions, shall be satisfied in the order of the highest priority, earliest Julian date order, as required by the Uniform Material Movement and Issue Priority System (UMMIPS) OPNAV Instruction 4614.1F, unless otherwise authorized by NAVSUP WSS Inventory Manager with a copy to the PCO.

The Contractor will provide a monthly report of unfilled requisitions, ordered by but not yet supplied to, the fleet and a “get-well” schedule. (Attachment “H”, CDRL 0003). For all requisitions not delivered IAW the SRT delivery schedule in C2-9, Table 1 above, the Contractor must ship the full requisition quantity within 90 days after receipt of requisition. Failure to meet the minimum 90 day delivery requirement does not limit the other remedies available to the Government for failure to deliver in accordance with the required delivery schedule set forth in the contract, including, but not limited to, additional price adjustments and the right to Terminate for Default.

9.4-(Reserved)

C2 - 10 DEMAND VARIATION COVERAGE

1. Demand pattern changes may impact PBL coverage. **Attachment “D”** documents Government Forecast PBL components annual demand, the “Dead Band”, and the Maximum Annual Demand coverage required under the PBL.

2. The demand pattern scenario that may impact PBL coverage is a Demand Surge or Negative Demand Surge. A Demand Surge/Negative Surge is defined as follows:

(a) Surge: Growth in the number of demands of all (not individual) components so that total annual volume exceeds 105% of the total annual Baseline Demand, shown on **Attachment “D”**, is a Demand Surge. For example, a Demand Surge occurs during each of the three years in the following hypothetical example: Y1 = 106%, Y2 = 107%, Y3 = 108%. The Surge quantities in this example amount to 1%, 2%, and 3%, respectively.

(b) Negative Demand Surge:

1st Demand Variation Adjustment

Contraction in the number of demands of all (not individual) components so that total volume is between 90% and 95% of the total annual Baseline Demand shown in **Attachment “D”** is a Negative Demand Surge subject to the 1st Demand Variation Adjustment price.

Example: Negative Demand Surge Adjustment for FY18 with annual demand at 94% of baseline demand. The negative surge quantity is -6%; the first 5% falls within the dead band, the next 1% would be applied to the 1st Demand Variation Adjustment price.

1st and 2nd Demand Variation Adjustment

Contraction in the number of demands of all (not individual) components so that total volume is less than 90% of the total annual Baseline Demand shown in **Attachment “D”** is a Negative Demand Surge subject to the 1st and 2nd Demand Variation Adjustment price.

Example: Negative Demand Surge Adjustment for FY18 with annual demand at 85% of baseline demand. The negative surge quantity is -15%; the first 5% falls within the dead band, the next 5% would be applied to the 1st Demand Variation Adjustment price, with the remaining 5% applied to the 2nd Demand Variation Adjustment price.

(c) The value of positive and negative Demand Surge will be calculated for each year of performance under the PBL, by comparing **Attachment “D”** forecast demand with actual annual demand experienced.

3. In the event that demand for T700 components shown on **Attachment “D”** surges for any reason (e.g. due to operating conditions, operations tempo, or supply/maintenance chain modifications), the monetary value of positive and negative Demand Surge will be calculated by multiplying the quantity of positive or negative Surge Demands times the Average Variable Price Per Demand negotiated at PBL inception. All positive and negative Demand Surge adjustments will be reconciled at the end of each fiscal year of contract performance, as soon as the actual demand data for the last month of an annual period of performance has been recorded.

4. As soon as the contractor identifies a possible demand surge within a specific period of annual performance (total accumulated demand is expected to exceed 105% of the annual baseline demand), the Contractor shall notify the PCO in writing that a Surge may occur. Surge amounts greater than 105% are not subject to Availability metric calculations. The Government may or may not elect to add additional funding to the contract for Demand Surge coverage. If the Government requires surge demand coverage, a separate task order will be issued under the contract to cover a specified quantity of surge demand and a specified term of surge demand coverage, priced using the Average Variable Price per Demand (to be negotiated). The Contractor will issue a separate monthly surge invoice citing the surge authorization task order. The invoice will amortize the surge amount into equal, monthly payments for surge coverage. If the Government elects not to fund a separate task order for surge coverage greater than 105%, the contractor is required to meet the SRT metric requirement.

5. For example, the surge authorization specifies 6 months of surge coverage, a total surge quantity of 120 demands at \$5000 per demand, and a total surge obligation amount of \$600,000. In this case the Contractor would submit 6 surge invoices of \$100,000 each. The amount shipped and invoiced in response to a surge task order will be reconciled at the end of each annual period of performance in a fashion similar to that of the basic contract. The actual amount of surge demand delivered will be compared to that ordered. The count of surge demand requisitions not fulfilled will be de-obligated via a modification to the surge task order. In the example above, if 100 of the 120 demands ordered by the surge task order are filled by the Contractor during the specified term of surge coverage ordered, the surge task order will be reduced by 20 demands valued at \$100,000, at reconciliation.

6. Negative Surge Demand adjustments will also be reconciled at the end of each annual period of performance. A credit representing the monetary value of negative demand surge will be applied to the last task order issued the fiscal year.

7. In the case of the final period of contract performance, all demand surge adjustments will be reconciled under the final month of the final quarterly task order via an additional Government payment, or a monetary refund. Furthermore, the Government and Contractor may mutually agree to adjust an annual demand forecast if necessary in the event that there are repetitive or prolonged surges during the period of contract performance.

8. The fixed annual price related to PBL performance is not subject to renegotiation. Any change in total contract amount related to Demand Variation will be calculated using the Variable Price per Demand process specified above. Adjustments shall apply to specific annual periods of performance only.

9. The Contractor shall in no event be required to fulfill demands in excess of 105% as identified in **Attachment "D"** if the Government does not elect to pay for this coverage.

C2 - 11 RELIABILITY AND MAINTAINABILITY

The Contractor is encouraged to identify and propose Logistics Upgrades as part of the PBL program in order to suppress demand, improve maintainability, availability and/or reduce inventory of the covered systems. Any configuration changes that are made to improve equipment shall be made in accordance with the configuration management section of this SOW. In addition, the contractor is encouraged to identify any unusual failure trends or abnormal failures due to incorrect manufacture, use, or maintenance of the T700 engine. Any abnormal occurrences or trends shall be reported to the PCO and the NAVAIR FST.

C2 - 12 REPAIR, REPLACE, AND OVERHAUL

12.1 The Contractor shall make the decision to repair, replace and/or overhaul the Equipment as necessary in order to meet the contract performance. Repair piece parts used by the Contractor shall be provisioned and stocked from Contractor Furnished Material (CFM).

12.2 The Contractor will be responsible to ensure that only the PRIME, Original Equipment Manufacturer (OEM) and/or Navy approved sources of supply will be used for spares and repair of repairables under this PBL contract. The Contractor will contact the Navy (NAVSUP WSS Code N23) for identification of Navy approved suppliers for repairable components and piece parts. The Contractor will also be responsible for the performance of all its subcontractors.

12.3 Repairs performed by the Contractor or commercial subcontractor will be performed by the Contractor/subcontractor source and facility in accordance with current NAVAIR approved repair manual(s) identified in C2-13.1. To the extent the Contractor is providing a replacement versus repair of a WRA/SRA, the WRA/SRA will be manufactured/supplied in accordance with the latest Navy approved drawings and specifications. All replacement WRA/SRA's supplied by the Contractor will be manufactured to the latest approved configuration. Changes to the manuals, drawings, or specifications require Government approval in accordance with the configuration management provisions of the contract. The Government will use its best efforts to provide approval/disapproval of the adequately documented request to make a change to repair manuals, drawings or specifications within 60 days.

12.4 Changes to the repair or manufacture source of repair or manufacture location will be submitted to the PCO electronically, or in a manner otherwise agreed to by the PCO. The Government will provide approval/disapproval of adequately documented submissions for changes to the source and/or location of

manufacture.

12.5 Any repairs performed using unapproved changes to repair manuals, source, location or items manufactured/supplied prior to receipt of Government approval by the PCO are done at the Contractor's own risk. If the Government disapproves the proposed change, the Contractor will replace any delivered material at its own expense. Disapproval of a proposed change by the Government will not be the basis for relief from any contract performance requirement/metric.

C2 - 13 DEPOT LEVEL REPAIR

13.1 REPAIR SPECIFICATIONS

The Contractor shall perform all Depot level Repair and Overhaul work in accordance with T700 Depot Maintenance Work Requirement (DMWR) listed below:

MANUALS:

DMWR 1-2840-248-1 and -2 dtd 15 May 1999, including Changes through C12 dated 15 Dec 2010.

NAVAIR A1-T700A-MRC-000 dtd. 1 Oct. 1999

AMCOM Maintenance Engineering Orders:

P3170 CODEP Coating of GG Nozzle Segments dtd. 10/7/99

P3225 Sermatel Coating of Compressor Rotor Blisks dtd. 10/7/99

P6149 Quality Escape, GG Shaft Balance Grind dtd. 6/23/09

P6256 Sermatel Coating Source dtd. 3/16/10

P6261 Engine Parts Marking dtd. 1/12/10

P6263 Clearance Measurement Method, Labyrinth Seal dtd. 1/12/10

P6267C Cleaning dtd. 9/29/10

P6268 Miscellaneous corrections Vol 2 dtd. 9/16/10

P6269B Miscellaneous Corrections Vol 1 dtd. 9/16/10

P6270C Illustrate Parts Breakdown Updates dtd. 9/10/10

P6308B Product Verification Audit, DMWR Vol 1 dtd. 10/15/10

P6410B Product Verification Audit, DMWR Vol 2 dtd. 12/10/10

P6421A Blisk Inspection dtd. 4/6/11

P6431A Rotor and Stator Marking dtd. 11/30 10

P6434 GG Shroud Chamfer dtd. 10/7/10

P6467 DMWR Review Update dtd. 3/18/11

P6481 GG Blade Coating for Blade Reuse Waiver dtd. 1/26/11

P6452 Illustrate Parts Breakdown Updates dtd. 5/4/11

P6470A Cleaning dtd. 7/19/11

P6498 Compressor Rotor / stator assembly processing dtd. 4/19/11

P6520A Miscellaneous Corrections Vol 1 dtd. 6/21/11

P6545 Clearance Measurements dtd. 7/27/11

P6559 Induction Heating, Power Turbine Rotor Heating dtd. 10/5/11

P6581 Blisk Overspray, Sermatel Coating Tolerance dtd. 9/30/11

13.2 PIECE PARTS REQUIREMENTS

The contractor is responsible for identification, selection, ordering, and stocking of piece parts to support all repairs or overhauls.

13.3 REPAIR PROCEDURES

Processes and procedures currently approved for use by GE commercial CT7 repair/overhaul program for performing the identical repairs as specified by the DMWR are also authorized for use provided, (1) the use of such procedures and processes have been reviewed and approved by GE Engineering and (2) no differences in material exist between the T700 and CT7 part being repaired. No changes to 1) limit (no build limits, life limits, tolerance, dimension, functionality, repair limits); 2) configuration (form, fit, material and part number); and 3) repairs or processes are authorized except as referenced above, without written approval from the contracting officer.

The contractor shall request through the QAR, approval for deviations from requirements addressed in paragraphs C2-13.1 through C2-13.3 above.

The Government shall retain the right to approve all nonconformance dispositions made by MRB for all military and commercial common hardware.

The Government shall retain configuration control for all military parts.

13.4 MATERIAL CONTROL

The contractor shall maintain material control within the type model series, preventing any mixture of components between Navy T700-401/401C and commercial (CT7) or other customers related engines to the T700.

C2 - 14 Critical Safety Item Management Plan (CSIMP)

14.1 The contractor shall submit for Government approval for use in this PBL contract, as part of the proposal a plan for management of Critical Safety Items. The contractor shall use NAVAIRINST 4200.56 of 24 April 2013 (or latest revision) as a guide in the preparation of this document. In lieu of preparing and submitting a CSIMP, the contractor shall identify, as part of the proposal, current U.S. Navy approved documents for the management of such items.

*These terms are defined as follows: (Such definitions are taken from NAVAIRINST 4200.56)

Critical Safety Item (CSI) - 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. Unsafe conditions which relate to hazard severity categories I and II of MIL-STD-882, System Safety Requirements. CSI's are subsets of CAI's and include items determined to be "life-limited," "fracture critical," "fatigue sensitive," etc. "Critical Safety Item", or "Flight Safety Critical Aircraft Part", "Flight Safety Part", and "Flight Safety Critical Part" are synonymous. The term "Critical Safety Item" shall be the encompassing term used.

14.2 Critical Safety Items Sourcing and Procurement

All replacement parts used by the Contractor in performing this PBL contract will be procured from the OEM or Prime Manufacturer or other Navy approved source. If the part is no longer available from the OEM/Prime or Navy approved source or a second source is necessary, the Contractor shall be required to perform all requirements of the CSIMP or current U.S. Navy approved documents for the management of CSI for the new source of supply. When a new source of supply for a CSI is required, the Contractor shall complete all original qualification testing as was required during the original qualification of the approved source(s). Reductions in such testing shall be submitted to the Contracting Officer for Government review and approval.

14.3 QUALITY SYSTEM REQUIREMENTS:

The Contractor shall establish, implement, document and maintain a quality system that ensures conformance to all applicable requirements of ISO 9001-2008 Quality System, Model for Quality Assurance in Design, Development, Production, Installation and Servicing or SAE AS9100C - Quality System - Aerospace - Model For Quality Assurance in Design , Development, Production, Installation and Servicing. The Contractor's quality management system/program shall be designed to promptly detect, correct, and prevent conditions that adversely affect quality. The contractor shall ensure all components, including those supplied by subcontractors, meet the requirements for quality identified in the Quality Assurance Program.

CALIBRATION SYSTEM REQUIREMENTS:

The Contractor shall establish, implement, document and maintain a calibration system that ensures conformance to the requirements of ANSI/NCSL Z540.3-2006, ISO-10012-1, or MIL-STD-45662A, or an equivalent system.

For electronic components as defined in DFARS 252.246-7007, if the contractor is subject to full or modified Cost Accounting Standard coverage, the Contractor is required to submit a copy of its plan that implements Counterfeit Electronic Part Detection and Avoidance System requirements, as set forth in DFARS 246.870. The contractor, as part of its proposal, will identify what standard the contractor's system is implemented in accordance with, for example SAE AS5553A (Fraudulent/Counterfeit Electronic Parts; Avoidance, Detection, Mitigation and Disposition) or other equivalent standard.

For other than electronic components or parts, the contractor shall also have a program to assure acquisition of conforming material to prevent the infiltration of counterfeit components or parts into the DoD supply chain/system. Such program should be in accordance with SAE AS6174A (Counterfeit Material; Assuring Acquisition of Authentic and Conforming Material) or other equivalent standard. The contractor's approved plan shall be submitted with the contractor's proposal, or the contractor may submit a plan for review with its proposal. The contractor's plan shall address the validation process to confirm the authenticity of parts when components cannot be acquired from the original component manufacturer or their authorized distributors.

14.4 GOVERNMENT ACCESS TO FACILITIES

The Government reserves the right to perform an on-site quality program review and evaluation of the contractor and/or subcontractor manufacturing facility at any time during the performance of this contract.

14.5 GOVERNMENT INSPECTION

Addendum to FAR 52.212-4 Contract Terms and Conditions - Commercial Items.

Under paragraph (a) "Inspection/Acceptance" add the following:

The Government reserves the right to assess the contractor's compliance to its documented quality system. The quality system procedures, planning, and all other documentation, media, and data which comprise the quality system shall be made available to the Government for their review and use. The acceptance of non-conforming supplies is a prerogative of and shall be as prescribed by the Government. The Government reserves the right to disapprove the quality system or portions thereof when it fails to meet its intended objectives.

The contractor shall maintain inspection records and make them available to the Government for review.

The contractor shall allow the Government the right to perform audits on a non-interference basis to verify contractor's compliance with its quality plans and associated inspections.

14.6 CERTIFICATE OF CONFORMANCE

The contractor shall provide in writing a certificate of conformance with each delivery stating that the item supplied is in accordance with the specifications contained in the contract. The certificate of conformance shall be consistent with contractor's commercial practice.

C2 - 15 CONFIGURATION MANAGEMENT

15.1 1.0 Configuration Management

Naval Air Systems Command (NAVAIR) will maintain configuration control and change authority for all items in this contract. During the performance of this contract all engineering changes and product deviations shall be processed in accordance with established NAVAIR processes and procedures. Guidance with proper classification, definitions, preparation and submission of engineering changes or product deviations may be found in NAVAIRINST 4130.1D, Naval Air Systems Command Configuration Management Policy and Processes, Mil-HDBK-61A, Configuration Management Guidance and ANSI/EIA-649 (National Consensus Standard for Configuration Management).

NOTE: Naval Air Systems Command is the configuration manager for all Navy Aviation systems. Additional information and guidance relative to engineering changes can be received by contacting the systems cognizant Program Office.

2.0 Engineering Changes

2.1 All costs associated with Contractor-initiated configuration changes shall be borne by the Contractor and shall be made and incorporated without adjustment to the contract price. Any Class I change initiated by the Government is subject to the Changes clause of this contract, FAR 52.243-1. The Contractor shall be responsible for any costs due to a failure to obtain proper approvals or incurred in correction of any misclassification of a Contractor-generated ECP.

2.2 The contractor shall notify the Contracting Officer of any Class I engineering change activity, or proposed change activity affecting items in this contract, including proposed changes sponsored by the U.S. Government.

3.0 Deviations

3.1 All Product Deviations related to material procured under this order shall be submitted to the Government for review and disposition prior to product delivery.

3.1.1 Major/Critical Deviations: All major/critical deviations require written approval of the Procurement Contracting Officer (PCO). The Contractor shall submit all major/critical deviation requests, via DCMA, to NAVSUPWSS for disposition. Deviation requests shall be prepared in accordance with DI-CMAN-80640C – Request for Deviation.

3.1.2 Minor Deviations: DCMA is authorized to review and approve minor product deviations, provided the Contractor has Design Authority and NAVAIR has granted delegation to this facility. Minor Deviations submitted by Contractors which do not have Design Authority or NAVAIR delegation shall be forwarded to the Procurement Contracting Officer (PCO) for disposition.

15.2 OBSOLESCENCE/DMSMS MANAGEMENT

15.2.1 The Contractor will have an Obsolescence and Diminishing Manufacturing Sources and Material Shortages (DMSMS) Management Plan for managing the loss, or impending loss, of manufacturers or suppliers of items, assemblies, sub-assemblies, piece parts, and material (hereafter referred to for purposes of this Clause as "parts and/or material") required for performance of this contract. At a minimum, the plan will address the following: means and approach for providing the Government with information regarding obsolescence and DMSMS issues, planned resolution of current obsolescence and DMSMS issues, parts list screening, parts list monitoring, processing Government Industry Data Exchange Program (GIDEP) (www.gidep.org) DMSMS Alerts, processing DLA DMSMS Alerts, communication with and availability of information to the Government, means and approach for establishing obsolescence and DMSMS solutions, and plan for conducting DMSMS predictions. The Obsolescence and DMSMS Plan will be in effect for the entire term of the contract, unless otherwise agreed to by the PCO. Changes to the Obsolescence and DMSMS Plan will require Government approval. CDRL 0004 applies.

15.2.2 The Contractor will be responsible for managing obsolescence over the entire period of the contract, and notwithstanding any obsolescence issues or problems, for meeting all performance and other requirements of this contract. Appropriate piece part procurements to mitigate obsolescence are the responsibility of the Contractor. Stocking sufficient inventory for potentially obsolete piece parts is the Contractor's decision. The Contractor will not be entitled to any equitable adjustment as a result of obsolescence issues except in cases that require a Class I ECP. This obsolescence management responsibility includes an ongoing review and identification of actual and potential obsolescence issues, including but not limited to obsolescence of components assemblies, sub-assemblies piece parts and/or material. The Contractor is responsible for all costs associated with obtaining a component for component and/or material for material replacement if and when any parts and/or material become obsolete except in cases that require a Class I ECP. For qualification of new suppliers and/or re-qualification of existing suppliers, the contractor will perform the necessary tasks (testing, analysis, etc.) to meet current engineering drawings and technical specifications; if the Government requires additional tasks to be performed; those additional efforts shall be funded by the Government. The costs for which the Contractor is responsible include, but are not limited to, investigating part availability, interchangeability and substitutability, locating part replacement, vendor interface, engineering efforts, testing requirements, and internal drawing changes. The Contractor shall not pass any additional costs from being

incurred by the Government due to obsolescence except in cases that require a Class I ECP or qualification requirements beyond current engineering drawings and technical specifications. Any configuration changes due to obsolescence will be implemented in accordance with the Configuration Management requirements of the contract. The Contractor will provide the Government with obsolescence status briefs, as part of the periodic program reviews provided for under the contract.

C2 - 16 CONTRACTOR TECHNICAL SUPPORT

16.1 The Contractor may, at its option, place Technical Representatives (Tech Reps) at any Marine Corps or Navy Air Station responsible for removal of Equipment as long as the Government mission is not impacted and appropriate clearance/ authorization is obtained. Ability or inability to place Tech Reps at any Government site shall not be the basis for any adjustment to the contract, including the performance requirements of this contract.

TECHNICAL DATA

The contractor shall be responsible for transfer of all technical data, including a record of configuration changes made during the performance of this contract, as well as the current configuration technical data package (TDP). The TDP shall reflect all changes to equipment part numbers, and updates to engineering drawings, repair procedures, and test procedures necessary for the continued repair, spares manufacture, and support of the items covered under this contract. This includes documentation related to in-process Class I and Class II ECPs. MIL-DTL-31000C applies: see Attachment “H” – Contract Data Reqs List Data Item Numbers 0006, 0010 and 0011.

Government rights in data are defined in Defense Federal Acquisition Regulation (DFAR) Clause 252.227-7013 Rights in Technical Data – Noncommercial Items; and in DFAR Clause 252.227-7015 Rights in Technical Data – Commercial Items: as cited in Contracts Clauses.

C2 - 17 DATA AND REPORTING

17.1 CONTRACTOR REPORTING

17.1.1 The Contractor shall maintain, collect, and disseminate data to the Government for use in the management and reporting of Equipment asset status and Program performance metrics. The Contractor shall provide data to the Government in Contractor’s format via the Contractor’s Internet site available on the World Wide Web (WWW) or other electronic methods. The web address must be a secured site. The Contractor shall deliver data in accordance with Attachment “E” – Availability Performance Report and Attachment “H” - Contract Data Requirements List Data Item 0002. In addition, the Contractor shall be responsible to provide summary data on a monthly basis for the following: availability metric, backorders, assets, and retrograde received.

17.1.2 The Contractor shall also provide a monthly report that will provide detailed filled and unfilled requisition data. Requisitions that are not filled within the availability timeframe requirements of Clause C2 – 9.1 are considered to be in delinquent status for the period of time they remain unfilled beyond the fill period. Data shall include detailed individual requisition data, time in delinquent status, and estimated shipping date. The Contractor shall deliver delinquency data in accordance with Attachment “H” - Contract Data Requirements List Data Item 0003.

17.2 ELECTRONIC DATA INTERCHANGE

17.2.1 Under the terms of the PBL program, the exchange of logistics data will be required between the PBL vendor and the NAVSUP WSS to support the requisition, carcass tracking and inventory reporting processes being performed under the terms of this contract. The vendor will be required to establish the application systems, business controls, and databases necessary to support these processes. The vendor shall receive/send all logistics data exchanges between itself and the NAVSUP WSS using Electronic Data Interchange (EDI) or Web-Based Commercial Asset Visibility (Web-Based CAV). All EDI transactions will be compliant with the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12 Versions 4010/4020 and formatted using the most recently approved DOD/Federally approved Implementation Conventions.

a) Requisition Processing:

The specific EDI transactions that will be exchanged between the vendor and the NAVSUP WSS for this PBL effort to support the requisition processing process are as follows:

Direction	Transaction Set	Description
To The Vendor	940	Warehouse Referral
From the Vendor	945	Warehouse Referral Response
Both	997	Functional Acknowledgement

The corresponding EDI implementation conventions and guides for these transactions can be located on the “A Guide to Using Logistics EC/EDI with the NAVSUP WSS” Web Site at https://www.navsup.navy.mil/navsup/ourteam/NAVSUPWSS/businessopps/edi_local_clauses/EC_EDJ_Program.pdf

The vendor will be responsible for exception processing and error correction as described in **SECTION G - APPENDIX E - EDI Operations Guidelines**.

In general, the process will work as follows (once again, see the above Web Site for additional details):

1. The Government customer will submit requisitions, requisition follow-ups and requisition cancellations to the NAVSUP WSS.
2. The customer requirements will be then forwarded to the PBL contractor via the Defense Automated Addressing Service Center (DAASC) who will also be formatting (translating) the Government requisitions into the EDI 940 transaction set.
3. The PBL contractor will provide real-time shipping status corresponding to the customer’s requisition using the EDI 945 transaction set (see **SECTION G - APPENDIX A - EDI Implementation Conventions for the actual Implementation Convention and a sample of the 945**).

4. Both the vendor and the NAVSUP WSS will use the EDI 997 Functional Acknowledgement transaction set as outlined in **SECTION G - APPENDIX A - EDI Implementation Conventions**.

Notes:

1. The contractor is expected to develop a strong working knowledge of the data elements contained within the EDI 940/EDI945 (see SECTION G – APPENDIX B NAVSUP 485 Cross Reference).
2. In the future, the PBL contractor should be prepared to migrate with the NAVSUP WSS to new technologies and e-business solutions including, the use of the Internet, XML standards, and conducting business transactions through NAVSUP WSS/Government portal. It is understood that equitable adjustments may be considered as a result of the changes.

b) Carcass Tracking:

The PBL vendor will provide timely material receipt notification to the NAVSUP WSS for the receipt of both RFI and NRFI items using the Web-Based Commercial Asset Visibility (Web-Based CAV) program. See Attachment “I”, Web-Based Commercial Asset Visibility (Web-Based CAV) Instruction for specific guidance concerning this process.

c) Asset Reporting:

In addition, the contractor shall provide asset reporting using WEB-BASED COMMERCIAL ASSET VISIBILITY (WEB-BASED CAV). The current reporting procedures, CAV’s or CAMMS, are authorized until Web-Based CAV’s is completed. Once again, see Attachment “I”, Web-Based Commercial Asset Visibility (Web-Based CAV) Instruction for specific guidance concerning this process.

17.3 WEB-BASED COMMERCIAL ASSET VISIBILITY

17.3.1 The Contractor shall provide asset reporting using Attachment “I” - Web-Based Commercial Asset Visibility (Web Based CAV).

C2-18 PRESERVATION, PACKING, MARKING AND TRANSPORTATION

(DA07LN)

NAVSUPWSSDA07 PRESERVATION, PACKAGING, PACKING AND MARKING

(Feb 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-1a) is invoked, 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.

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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-129P, "Military Marking for Shipment and Storage". All buys destined for overseas shipment (OCONUS) shall be preserved in accordance with MIL-STD-2073-1E.

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-129P. In addition, the following specific requirements apply:

a. **ADDITIONAL MARKING FOR SPARES ONLY** – Each MIL-STD-129P label shall also include the following:

- 1) Supplementary Procurement Instrument Identification Number (SPIIN) – the 4-digit order number that follows the basic BOA or long-term contract number (e.g. 0001, A001, 5001, 7001, etc.),
- 2) Contract Line Item Number (CLIN) – the 4-digit individual line item number (e.g. 0001, 0002, etc.), and
- 3) SubCLIN – the 6-digit sub line item number (e.g. 0001AA, 0001AB, 0002AA, 0002AB, etc.).

b. **2D BAR CODE MILITARY SHIPPING LABEL (MSL)** – 2D bar code requirements in accordance with MIL-STD-129P, Paragraph 4.2.2.6

c. **RADIO FREQUENCY IDENTIFICATION (RFID) LABEL** – RFID requirements in accordance with clause DFARS 252.211-7006 "Passive Radio Frequency Identification."

d. **DEPOT LEVEL REPAIRABLE (DLR) LABELS**

1) Items identified with a Cognizant Code of either "7" or an even number preceding the NSN (e.g. 7RH 5826-01-428-9999) are defined as DLR items. DLR items require that a DLR label to 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 are available via the Naval Forms Online website: <http://navalforms.daps.dla.mil>. The website will advise the procedures for ordering and establishing an account. When searching for the DLR label, the following procedure should be followed:

- a) Click on "Forms" tab
- b) Click on "Keyword Search"
- c) Under "Search Criteria" type in "DLR"
- d) Under "Type" click on picture of box (Warehouse Form Link)
- e) Follow the applicable instructions (New Account, Current Account or Continue)

Shopping)

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 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)
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

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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-129P 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 Cognizant 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 Cognizant Code of "7R", "6K" or "0R") 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/containerrequest> 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. Under no circumstances will the unavailability of reusable containers be an excusable delivery delay. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

ALTERNATE PACKAGING REQUIREMENTS FOR ITEMS ASSIGNED THE FOLLOWING CONTAINERS

Container 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 N242, P.O. Box 2020, 5450 Carlisle Pike, Mechanicsburg, PA 17055-0788 or via FAX number 717-605-3480.

18.2 TRANSPORTATION F.O.B DESTINATION TERMS

The Contractor shall be responsible for delivery of RFI assets to the required destination (or CONUS military aerial port for ultimate delivery to OCONUS destinations, if required), in response to Navy requisitions, within the timeframes specified by the Statement Of Work (SOW). Delivery terms shall be F.O.B. Destination (FAR 52.247-34 applies).

18.2.1 CONUS SHIPMENTS

The Contractor shall use the DAAS DODAAD web page to obtain CONUS activity shipping addresses if the consignee's address is not specified on the requisition/order. The DAAS DODAAD web page address is as follows: <https://www.daas.dla.mil/daasinq/dodaac.asp>

This system allows users to access shipping addresses using the activity's DODAAC. The "TAC2" (freight) shipping address from this database shall be used to make shipments. Use the TAC 1 address only if a TAC 2 address is missing from the database. (Use of TAC 3 addresses from this database could result in misdirected shipments.)

18.2.2 OCONUS SHIPMENTS

For shipments to OCONUS consignees, the Contractor shall contact the NAVTRANS "Fleet Locator" desk as needed to obtain overseas commercial air shipping address information for OCONUS activities at (757) 443-5434.

For shipments to OCONUS consignees required to be shipped by military airlift, shipment will be made to the CONUS military aerial port specified by the Navy, for ultimate delivery to OCONUS customer sites. The Contractor shall address the shipment to the military aerial port and mark the shipment for the OCONUS activity as specified by NOLSC. Specify "TAC NASO" on shipping documentation and as part of the "Mark for" instructions.

The Contractor shall comply with all applicable labeling, marking and documentation requirements specified by MIL-STD-129N, Standard Practice for Military Marking and DOD 4500.9-R, Defense Transportation Regulation, including use of Military Shipping Label (DD 1387-1). The Contractor shall be responsible for customs clearance and compliance with all applicable customs regulations.

18.2.3 RETROGRADE SHIPMENTS

The Government will be responsible for all retrograde shipments.

C2 - 19 T700 REMAINING UNIQUE CONSUMABLE EXISTING INVENTORY HELD BY DLA

The contractor shall draw down T700 remaining *unique* consumables from existing Government inventory held by the Defense Logistics Agency (DLA) to acquire piece parts when it is in the best interest of the Department of the Navy and when the parts meet Government quality and technical requirements. These consumable items are listed on

Attachment “M”. Parts acquired from Government sources are considered Contractor Acquired Property. Delays in delivery will not be considered Government caused and will not be subject to metrics relief.

GOVERNMENT SUPPLY SOURCES

- (a) The contractor is authorized to use Defense Logistics Agency (DLA) as a Government Source of Supply in accordance with FAR 52-251.1 if determined, by the contractor, to be the best value to the Government in terms of price and/or delivery. Any acquisition from DLA will be a direct transaction between the contractor and DLA. The contractor is solely responsible for dealing directly with DLA to ensure timely delivery of the parts ordered. This clause does not authorize the contractor to procure Critical Safety Items from sources of supply that are not qualified or approved by the contractor's quality system. Nothing herein shall relieve the contractor from responsibility to properly visually inspect prior to the sale or installation of DLA supplied parts. The contractor shall not use or incorporate DLA parts that are determined to be non-conforming upon such visual inspection.
- (b) Parts and supplies procured from DLA are considered Contractor Acquired Property rather than Government Furnished Property with title to all property vesting in the contractor upon delivery from DLA as Contractor Acquired Property for use limited to DOD contracts.
- (c) Using DLA as a source will not relieve the contractor of meeting contract performance metrics.

C2 - 20 CONTRACT EXIT PHASE IPT

During Phase II, twelve (12) months before commencement of Phase III (or at a time designated by the PCO in the event of default or convenience termination), the PCO shall notify the contractor in writing of the Government's intent to exercise the Exit Phase. The Government and the Contractor shall establish a joint Exit Phase Integrated Process Team (IPT). The Exit IPT shall develop the schedule, milestones, and performance requirements for an orderly transition of the PBL Program element to Government control, to the extent not otherwise specifically covered in the contract. If the joint exit IPT is unable to agree on the above, the PCO retains final approval authority and may unilaterally establish the schedule, milestones and performance requirements for the exit phase.

The Contractor shall submit an auditable firm fixed priced proposal (for negotiation) for the Exit Phase within ninety (90) days after the PCO notifies the Contractor the Government intends to exercise the exit phase. The PCO, solely at his/her discretion, may accept a ceiling priced proposal.

C3 - STATEMENT OF WORK FOR PHASE III, CONTRACT EXIT PHASE **(If applicable)**

1.0 INTRODUCTION

1.1 Phase III encompasses the procedures and corresponding timeframes necessary to ensure the orderly and efficient transfer of performance responsibility back to the Government upon completion or termination of the contract, if necessary.

1.2 Phase III commences upon the effective date of the funded order exercising the exit phase, or, in the event of termination for the Government's convenience or for default, upon the Contractor's receipt of a termination notice from the Government, whichever occurs first.

1.3 During Phase III, the Contractor shall comply with all contract requirements and take all precautions

necessary to ensure that Naval Fleet readiness is not adversely impacted. The Contractor and the Government shall make all reasonable efforts to minimize the duration of the Exit Phase. It is anticipated that Phase III will run concurrently with the end of Phase II, unless otherwise provided by either the PCO or the Exit Phase IPT.

2.0 DATA REQUIREMENTS FOR EQUIPMENT AND GFP

2.1 Within (30) days of the commencement of Phase III as directed by the PCO, the Contractor shall provide in writing the current status and the projected status as of the end of Phase III for the following:

2.1.1 Quantity and condition of any Government Furnished Property (GFP) accountable to the Contractor to be returned during Phase III. This listing shall include all Equipment in Attachment "A", all Government Owned and Government Right to Title special tooling and test equipment, and any other GFP and GFM. Attachment "H", CDRL 0007 applies.

2.1.2 Quantity and identification of Contractor Furnished Material (CFM) available at the end of the contract. Attachment "H", CDRL 0008 applies.

2.1.3 Listing of all piece parts required for repair and quantities used in the past 24 months. Attachment "H", CDRL 0009 applies.

3.0 CONTRACTOR RETURN OF WHOLESALE INVENTORY

3.1 If the Government exercises the exit phase of the contract to return to traditional support, the contractor shall return all Wholesale Inventory Equipment to a site to be determined by the Government. This shall be accomplished within 30 days of the Government site identification, unless otherwise provided for by the Exit Phase schedules and milestones. Any Equipment received by the Contractor for repair/replacement prior to termination or end of the contract will be repaired/replaced and packaged to the extent necessary to fulfill contractual requirements. Wholesale RFI material identified in C2-3 of the SOW is covered under the full performance period (Phase II) and shall not be priced into the Exit phase CLIN if exercised. Should the Government determine that RFI material is required at contract exit in addition to the quantity of RFI items identified in section C2 – 3 of the SOW, then the cost of the additional required quantity will be separately priced, and negotiated.

4.0 EXIT PHASE MRIL

4.1 The Government will update the Master Repairable Items List (MRIL) so that the failed Equipment is returned to the appropriate site. Any misdirected shipments to the Contractor will be forwarded to the appropriate site. This shall be accomplished within 5 days of the Government site identification, or as otherwise provided for by the Exit IPT schedules and milestones.

5.0 TECHNICAL DATA

The contractor shall be responsible for transfer of all technical data (if applicable), including a record of configuration changes made during the performance of this contract, as well as the current configuration technical data package (TDP). The TDP shall reflect all changes to equipment part numbers, and updates to engineering drawings, repair procedures, and test procedures necessary for the continued repair, spares manufacture, and support of the items covered under this contract. This includes documentation related to in-process Class I and Class II ECPs. MIL-DTL-31000C applies: see Attachment "H" – Contract Data Reqs List Data Item Numbers 0006, 0010 and 0011.

Government rights in data are defined in Defense Federal Acquisition Regulation (DFAR) Clause 252.227-

7013 Rights in Technical Data – Noncommercial Items; and in DFAR Clause 252.227-7015 Rights in Technical Data – Commercial Items: as cited in Contracts Clauses, Section 1 of this contract.

C4 - SPECIAL CONTRACT REQUIREMENTS

1.1 The Contractor shall be responsible for complying with all provisions of this contract. In the event the Contractor fails to meet any requirement, including delivery and availability requirements under Clauses C2 - 9, the Government reserves all rights and remedies under the contract including termination for default.

1.2 Any historical information provided to or available to the contractor, including the projected flight hours and projected aircraft population as set forth in Attachment “G”, Projected Annual Flight Hours, is for informational purposes only. Such historical data may not be relied on by the Contractor in preparing its proposal or in the performance of this contract, and shall not be the basis for any equitable adjustment under this contract.

II. INSTRUCTIONS TO OFFERORS

A. FAR 52.212-1 Instructions to Offerors – Commercial Items (JUL 2013)

This provision of the Federal Acquisition Regulations set forth at FAR 52.212-1, is hereby incorporated by reference with the same force and effect as if set forth in full text. The PCO may tailor FAR 52.212-1 to this specific procurement and has done so via the Addendum below. Where there is a conflict between FAR 52.212-1 and the terms of this solicitation, this solicitation shall be controlling.

B. Addendum to FAR 52.212-1 –Instructions to Offerors-Commercial Items

GENERAL

In addition to instructions to offerors contained elsewhere in this solicitation, the following instructions are provided.

Initial proposals and any modifications thereto are to be submitted to the Contracting Officer on or before the closing date and time cited elsewhere in this Request for Proposals. Faxes, e-mails, and/or responses through NECO or any method other than Hard Copy format are not acceptable.

Hand-carried proposals are not encouraged. The Contracting Office is located on a secured compound. Only personnel with current DoD Common Access Cards (CACs) or appropriate military credentials will be able to access the compound. There will be no ability to drop off the proposals outside the compound.

SUBMISSION OF PROPOSALS- BEST VALUE/TRADE-OFF

Offerors are required to submit offers composed of two separate parts (i.e., in two separate volumes) as follows:

Part/Volume I. Non-price Proposal – Not to exceed 46 pages, except: (i) an unlimited amount of pages (i.e., beyond the 46 pages just referenced) is permitted for the Small Business Subcontracting Plan and (ii) an unlimited amount of pages (i.e., beyond the 46 pages just referenced) is also permitted for the Other Supporting Technical Data index called for as Attachment 1 for Sub Factor D -- however, as noted in Sub Factor D, if a narrative is to be included with such index, the narrative must not exceed 1 page. Original and 4 copies of the Non-price Proposal shall be submitted. Non-price proposals shall not be conditioned on assumptions, contingencies, understandings or the like. Proposals that deviate from the contractual terms and conditions established in this solicitation will be considered non-responsive. Each page of each copy shall be affixed with the following legend:

Source Selection Information
See FAR Part 3.104

Part/Volume II. Price Proposal – Not to exceed 10 pages for all pricing information, including other than cost or pricing data required by this RFP. Original and 4 copies of the Price Proposal shall be

submitted. Price proposals shall not be conditioned on assumptions, contingencies, understandings or the like.

Proposals that deviate from the contractual terms and conditions established in this solicitation will be considered non responsive. Each page of each copy shall be affixed with the following legend:

Source Selection Information
See FAR Part 3.104

In addition, offers consist of and shall include the following items as part of Volume II:

Solicitation cover sheet with appropriate blocks completed by the offeror

Solicitation pricing pages completed by the offeror

Acknowledgement of solicitation amendments pursuant to FAR 52.215-1 (if not previously acknowledged).

Representations and Certifications completed by the offeror in accordance with instructions contained elsewhere in this solicitation. If the offeror has completed all of the representations and certifications required by this solicitation in SAM in accordance with FAR 52.204-8 and DFARS 252.204-7007 ALT A, then the offeror need not submit the hardcopy Representations and Certifications. If the offeror has chosen not to complete their Buy America Act representaions & certifications in SAM (provide all the DFARS clause numbers) then they must submit those reps and certs in hardcopy form with their proposal.

Offerors must respond to all requirements of the solicitation. Offerors are cautioned not to alter or disassemble the solicitation.

In the event any portion of the Non-price Proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, the offeror shall identify the person's firm, the relationship of that firm to the offeror, and the portion of the proposal the person wrote.

Important Notes

Each of the two parts of the offer, i.e., the Non-price Proposal and the Price Proposal, shall contain the offeror's company name/logo, the solicitation number, and contact information for a representative of the offeror.

This RFP specifies the format that offerors shall use in responding. The intent is not to restrict offerors in the manner in which they will perform their work but rather to ensure uniformity in the format of the responses for evaluation purposes.

Requirements for style: Each offeror shall submit a proposal that clearly and concisely responds to the RFP requirements. Use of general or vague statements such as "standard practices will be used" or

"good engineering practices" will not satisfy this requirement. The proposal shall contain all the pertinent information in sufficient detail to permit evaluation of the proposal.

Any offeror who will be submitting CLASSIFIED data in its Non-price proposal shall first notify the Contracting Officer by contacting the point of contact in the solicitation. CLASSIFIED data that is forwarded as part of an offeror's proposal shall be housed in its own binder, separate from the unclassified portion.

The proposal shall include information/documentation in sufficient detail to clearly identify the offeror's overall qualifications and be subdivided into the sections shown below:

Part I. Non-price Proposal (Addressing the following evaluation factors/sub factors)

Factor 1. Performance Approach

- Sub Factor A. Facilities and Personnel
- Sub Factor B. PBL Management Plan
- Sub Factor C. Small Business Participation
- Sub Factor D. Other Supporting Technical Data

Factor 2. Past Performance

Part II. Price Proposal

Additional information on the content of Part/Volume I and Part/Volume II

Part/Volume I content (factors/sub factors)

Factor 1. Performance Approach

The offeror shall describe the performance approach that will satisfy the Government's requirement for T700 Component repair/replacement PBL support as described in this solicitation including the statement of work. The offeror should describe any risks associated with the solicitation, including the statement of work and any risks associated with implementation of the offeror's performance approach; describe any techniques and actions to mitigate such risks; and explain whether the techniques and actions identified for risk mitigation have been successfully used by the offeror. The offeror should provide any other information the offeror considers relevant to the solicitation.

Sub Factors A, B and D below are of equal importance, and all are significantly more important than Sub Factor C below.

Sub Factor A. Facilities and Personnel

The offeror shall describe the size and location(s) of facilities and the adequacy, capability, capacity, and suitability of these facilities to be used to support the requirements of the RFP. The offeror shall describe the personnel who will be accomplishing the contract's requirements; this description shall include the number of personnel dedicated performing the contract.

Notes to offerors regarding Facilities and Personnel:

This description shall be limited to fifteen (15) 8.5x11 inch pages in 12 point Times New Roman font. All pages shall be single spaced with a 1-inch margin all around the page. Pages shall be consecutively numbered and single-sided. Sentences shall be separated by two spaces. This page limit includes narrative and charts/graphs. Any pages beyond the fifteenth (15th) page will be removed from your proposal and will not be evaluated. Any pages larger than 8.5x11 inches will be removed from your proposal and will not be evaluated. Offerors may not incorporate by reference any external documents. Do not include previously submitted data in your proposal by reference. Do not submit resumes for identified personnel. The government will not evaluate any resumes submitted in response to the solicitation and any resumes submitted will count against the proposal page limitation specified in this RFP.

- The offeror shall describe the size and location(s) of facilities and the adequacy, capability, capacity, and suitability of these facilities to be used to support the requirements of the RFP. Identification / description of facilities includes, but is not limited to, repair facilities, subcontractors facilities, those necessary for special processes and coatings, storage facilities for RFI/NRFI material and piece parts, shipping facilities, designated CONUS location for government return of assets, and any other areas necessary to meet the requirements of the contract.
- The offeror shall provide overall assessment of any areas of potential risk regarding facilities and personnel, and plans for mitigation/control (e.g. Contractor/sub-contractor capacity concerns; and contractor plans to handle conflicting production priorities).
- The Government, at its discretion, may decide to conduct a site visit to any of the facilities identified by the offeror in its proposal for evaluation purposes.

Sub Factor B. PBL Management Plan

The offeror shall describe how requisition response requirements (Supply Response Time) in the PWS will be met. This description includes, but is not limited to, the contractor's procedures for forecasting requirements, for accomplishing engine component repair, for accomplishing logistics management which includes establishment of a rotatable pool/safety stock, for accomplishing requisition processing, and for managing piece parts.

Notes to offerors regarding PBL Management Plan:

This description shall be limited to (15) 8.5x11 inch pages in 12 point Times New Roman font. All pages shall be single spaced with a 1-inch margin all around the page. Pages shall be consecutively numbered and single-sided. Sentences shall be separated by two spaces. This page limit includes narrative and charts/graphs. Any pages beyond the fifteenth (15th) page will be removed from your proposal and will not be evaluated. Any pages larger than 8.5x11 inches will be removed from your proposal and will not be evaluated. The page limit includes narrative and charts/graphs. Offerors may not incorporate by reference any external documents. Do not include previously submitted data in your proposal by reference.

The offeror shall address the seven sub-criteria below as they pertain to the management of the PBL. In evaluating the offeror's response to the below, the Government will evaluate the offeror's understanding of the contract requirements. The seven sub-criteria are of equal importance.

- The offeror shall address how fill-rate requirements (Supply Response Time) in the PWS will be met. This area of the management plan shall include, but is not limited to, the contractor's procedures for forecasting requirements, managing repair flow, engine component repair, procuring parts and spares for rotatable pool build, handling requisition processing; piece part management (including Critical Safety Items and sole source items), records maintenance and tracking, warehousing, shipping/receiving and transportation functions to meet or exceed PWS availability requirements. The management plan shall also include the process in place to recover from a slippage in availability.
- The offeror shall address how surge requirements will be met. This area of the management plan shall include steps the contractor will take to plan for surge, to mitigate surge risk, and to implement a recovery plan in case of surge. The surge management plan shall include the contractor's plans for handling the functions listed in the previous paragraph in the timeframes specified in the PWS.
- Repair and overhaul – the plan for accomplishing repair/overhaul per the PWS, including equipment/test cells, and parts management system. The offeror shall address their capacity relative to this RFP and other current contracts that utilize the same facilities.
- Quality management – the plan for quality inspection, in-process inspection, and receipt and processing of non-conforming material.
- Logistics management – the systems/plan to be used for daily EDI and CAV reporting, receipt and processing of requisitions, and delinquency reporting.
- Warehousing – the system to be used for receiving, storing RFI and NRFI material, preparation for shipping.
- Assessment of any areas of potential risk (e.g. Conflicting management priorities; successfully meeting fleet delivery requirements during PBL transition period) regarding PBL Management Plan, and plans for mitigation/control.

Sub Factor C. Small Business Participation

Notwithstanding any Comprehensive Small Business Subcontracting Plan which has been approved by the Government pursuant to DFARS 219.7, the offeror shall submit with its proposal a PBL Subcontracting Plan specific to the proposed PBL contract. Such PBL Subcontracting Plan shall cover the entire term of the proposed PBL contract, and shall include at a minimum, but not be limited to, the eleven (11) elements listed in FAR clause 52.219-9, Small Business Subcontracting Plan, para. (d). The rating shall be made IAW the offeror's compliance with the aforementioned eleven (11) elements.

Sub Factor D. Other Supporting Technical Data – Attachment 1

The Contractor will be responsible to ensure that only Original Equipment Manufacturer (OEM) and/or Navy approved sources of supply will be used for spares and repair of repairables under this PBL contract. The Contractor will contact the Navy (NAVSUP WSS Code N23) for identification of Navy approved suppliers for repairable components and piece parts. The Contractor will also be responsible for the performance of all its subcontractors.

Piece parts required during repair of the Government Equipment shall be supplied as Contractor Furnished Material (CFM). All equipment/spares/piece parts utilized by the Contractor as CFM shall be obtained from the PRIME, Original Equipment Manufacturer (OEM) and/or Navy approved sources of supply.

The offeror must demonstrate they have the proper agreements in place for the necessary technical data or supplies needed to meet the requirements of the PWS. Offerors must certify in their proposal submission that the PBL technical solution proposed, and the PBL performance price offered, adheres to the Subsection C.2-12.2 and C2-3.1 spare parts and piece parts sourcing requirements.

Notes to Offeror regarding Attachment 1:

The offeror must submit an index consisting of the agreements the offeror has in place for use of the proprietary data needed to meet the requirements of the PWS. The index shall contain, at a minimum, the name of the owner of the proprietary data or supplies, description of the agreement in place for its use, the length of the agreement, and how proprietary data or supplies will be used on the contract. The Government may request additional information and/or a copy of the agreement. Attachment 1 index may, at the offeror's discretion, include a narrative describing how the offeror has the necessary technical data/drawing rights or access to supplies needed to meet the requirements of the PWS. The narrative shall not exceed one 8.5x11 inch page in 12 point Times New Roman font. The page shall be single spaced with a 1-inch margin all around the page. Sentences shall be separated by two spaces. Any pages beyond the first page will be removed and will not be evaluated. Any pages larger than 8.5x11 inches will be removed and will not be evaluated. Offerors may not incorporate by reference any external documents. While the narrative is limited to one page, there is no page limit for the index itself.

Factor 2. Past Performance

Notes to offerors regarding past performance:

This description shall be limited to fifteen (15) 8.5x11 inch pages in 12 point Times New Roman font. All pages shall be single spaced with a 1-inch margin all around the page. Pages shall be consecutively numbered and single-sided. Sentences shall be separated by two spaces This page limit includes charts/graphs. Any pages beyond the fifteenth (15) page will be removed from your proposal and will not be evaluated. Any pages larger than 8.5x11 inches will be removed from your proposal and will not be evaluated. Offerors may not incorporate by reference any external documents. Do not include previously submitted data in your proposal by reference.

The offeror shall describe its past performance on directly related or similar contracts or subcontracts which are currently active or have been completed within the last five years that are of similar scope, magnitude and complexity to that which is detailed in the RFP. Directly related contracts are contracts for Performance Based Logistics type effort similar to those covered by this RFP. Similar contracts are contracts that contain one or more of the elements covered by this RFP, i.e. engine repair, provisioning, forecasting, stocking, warehousing, transporting, managing, delivering inventory to support customer requirements and material disposal. Offerors that describe similar contracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP. The government will give a neutral rating to offerors without a record of relevant past performance.

Note as to references. Before including any person as a reference, the offeror will verify that his or her mailing address, email address, and telephone number are accurate, complete, and current and that the person will cooperate. The inability to reach any of the contractor's references or their unwillingness to provide the Government with the requested information may affect the Government's evaluation of their capability. The Government is authorized to obtain information from other sources not listed in your technical proposal and may consider past performance information not submitted as part of your proposal.

The offeror shall provide the following information regarding its past performance:

- a. Contract number(s)
- b. Name and reference point of contact at the federal, state, local government or commercial entity, for which the contract was performed,
- c. Dollar value of the contract,
- d. Detailed description of the work performed,
- e. Names of subcontractor(s) used, if any, and a description of the extent of work performed by the subcontractor(s),
- f. The number, type and severity of any quality, delivery or cost problems in performing the contract, the

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corrective action taken, and the effectiveness of the corrective action. Include actions, techniques and methods used to identify and mitigate the issues described above,

g. Any information regarding any problems the offeror encountered on identical contracts and the corrective action taken.

Part II

Price Proposal

The offeror shall submit an annual price for each of the three years of PBL performance as described in C01 – Performance Work Statement. In addition the offeror shall provide a breakdown of the annual price consisting of the following “Other Than Cost or Pricing Data” to assist the Government in assessing price reasonableness:

1. Repair Price per Aviation Depot Level Repairable (AVDLR)
2. Replacement (Attrition) Price per Unit for each AVDLR
3. Commercial Asset Visibility (CAV) Reporting (if separately priced)
4. Annual price of Program Support: Central Distribution Facility/Warehouse, Information Technology, Manpower.
5. Ready for Issue (RFI) AVDLR inventory return dollar value – IAW SOW C.3.1
6. F.O.B. Destination transportation price

Firm Fixed Price CLINs

In reviewing pricing the Government may use commercial published data, similar DOD contracts, estimates, industry standards, field pricing reports, or other data as appropriate. In addition, with the exception of those costs to the Government that apply to all Offerors’ technical approaches, the Government reserves the right to adjust the total of any offeror’s proposed price if the Government concludes it will incur additional cost if such offeror were to be awarded the contract. Total evaluated price is for three years contract performance. Determining such three-year price will not bind the Government to purchase any performance offered.

C. FAR 52.212-2 EVALUATION – Commercial Items (JAN 1999) Tailored

Note: Award shall be made covering all 4 line items covered by this solicitation. Offers that propose providing PBL support for less than 4 line items will be considered non responsive.

The Government expects to select one offeror on the basis of the proposal providing the best value to the Government, all factors considered. “Best Value” means the expected outcome of the acquisition, in the Government’s estimation, provides the greatest overall benefit in response to the requirement. Offerors are advised that the lowest priced proposal may not be selected for award if award to a higher priced offeror is determined to be more beneficial to the Government.

The Government reserves the right to hold discussions, although award may also be made based upon the initial offer. If the CO determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the CO may limit the number of proposals in the competitive range to the number that will permit an efficient competition among the most highly rated proposals. All proposals will be evaluated for compliance with terms, conditions, and requirements established by the solicitation.

Eligibility for this award is restricted to Navy approved sources. Offerors who are not currently Navy approved sources may submit proposals. If the proposal is submitted in a timely manner, it will be evaluated and the offeror will be eligible for award if they are an approved source by 28 September 2015. If an offeror does not become a Navy approved source by this date, contract award will not be delayed.

Evaluation Factors for Award

The evaluation of proposals will consider the offeror's Non-price Proposal as significantly more important than the offeror's Price Proposal. Within the Non-price Proposal, Factor #1 is considered to be more important than Factor #2.

Volume I. Non-price Proposal (Addressing the following evaluation factors/sub factors)

Factor 1. Performance Approach

- Sub Factor A. Facilities and Personnel
- Sub Factor B. PBL Management Plan
- Sub Factor C. Small Business Participation
- Sub Factor D. Other Supporting Technical Data

Factor 2. Past Performance

Volume II. Price Proposal

Evaluation Notes:

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably on past performance. However, the proposal of an offeror with no relevant past performance history, while not rated favorably or unfavorably for past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other offerors. The offeror should provide the information requested above for past performance evaluation, or affirmatively state that it possesses no relevant directly related or similar past performance. If an offeror fails to provide any past performance information which is similar in scope, magnitude and complexity to that which is detailed in the RFP or fails to affirmatively state that it possesses no relevant directly related or similar past performance, the offer may not be awardable. The Government will consider the quality of offeror's past performance. This consideration is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP. In determining

the rating for the past performance evaluation factor, the Government may give greater consideration to the contracts which the Government feels are most relevant to the RFP.

If the offeror's proposal is determined unacceptable in any of the non-price evaluation factors and/or sub factors, the proposal may not be considered for award. The Government reserves the right to award the contract to other than the lowest priced offeror.

For the purpose of preparing a price proposal, the offeror shall assume that the basic period of performance shall be from October 2015 through September 2018.

III. CONTRACT TERMS AND CONDITIONS

(A) FAR 52.212-4 Contract Terms and Conditions - Commercial Items (SEPT 2013)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. If repair/replacement or performance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay,

setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

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

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

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) System for Award Management (SAM).

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

(2)

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

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

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

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

B. FAR 52.212-4 Addendum

NOTE FOR CONTRACTOR/ADMINISTRATIVE CONTRACTING OFFICER

When a DCMC office is shown in Block 16 of the SF 1449, 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: N761.04; Telephone (215) 697-4206
E-Mail: Eileen.wadlinger@navy.mil

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.

(1) 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es):

<http://www.arnet.gov/far/>
<http://farsite.hill.af.mil/>
<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

(2) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. Also, the full test of a clause may be accessed electronically at this/these address (es).

<http://www.arnet.gov/far/>
<http://farsite.hill.af.mil/>
<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

FAR/DFARS SOURCE TITLE AND DATE

52.204-2	Security Requirement (AUG 1996)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.212-1	Instructions to Offerors—Commercial Items (JUL 2013)
52.212-4	Contract Terms and Conditions—Commercial Items (SEP 2013)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.245-1	Government Property (APR 2012)
52.247-34	F.O.B. Destination (NOV 1991)
52.247-48	F.O.B. Destination – Evidence of Shipment (FEB 1999)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
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)
252.225.7001	Buy American Balance of Payments Program (DEC 2012)
252.225-7007	Prohibition of Acquisition of United States Munitions List Items from Communist Chinese Military Companies (SEP 2006)
252.225.7036	Buy American-Free Trade Agreements-Balance of Payments Program (DEC 2012)
252.23.7001	Hazard Warning Labels (DEC 1991)

Apply if Checked

<input checked="" type="checkbox"/> 52.202-1	Definitions (Nov 2013)
<input checked="" type="checkbox"/> 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Sep 2013)
<input checked="" type="checkbox"/> 52.204-7	System for Award Management (JUL 2013)
<input checked="" type="checkbox"/> 52.204-13	System for Award Management Maintenance (JUL 2013)
<input checked="" type="checkbox"/> 52.211-15	Defense Priority and Allocation Requirements (APR 2008)
<input type="checkbox"/> 52.213-1	Fast Payment Procedure (MAY 2006)
<input checked="" type="checkbox"/> 52.215-20	Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data (OCT 2010)
<input type="checkbox"/> 52.219-29	Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (JUL 2013)
<input type="checkbox"/> 52.219-30	Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (JUL 2013)
<input type="checkbox"/> 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
<input checked="" type="checkbox"/> 52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997)
<input checked="" type="checkbox"/> 52.246-15	Certificate of Conformance (APR 1984)
<input checked="" type="checkbox"/> 52.248-1	Value Engineering (OCT 2010)
<input type="checkbox"/> 252.204-7004	Alternate A, System for Award Management (FEB 2014)
<input checked="" type="checkbox"/> 252.209-7001	Disclosure of Ownership or Control by the Government of Terrorist Country (OCT 2006)
<input checked="" type="checkbox"/> 252.215-7008	Only One Offer (OCT 2013)
<input checked="" type="checkbox"/> 252.246-7000	Material Inspection and Receiving Report (MAR 2003)

C. FAR 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2014)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

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

CLAUSE APPLIES IF CHECKED

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

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

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___ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

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

___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (13) [Reserved]

___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

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

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

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

X (16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

X (17) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637 (d)(4)).

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

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

___ (iv) Alternate III (July 2010) of 52.219-9.

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

___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

___ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

___ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

- (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (39) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (ii) Alternate I (Dec 2007) of 52.223-16.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- (41) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (42) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (Mar 2012) of 52.225-3.
- (iii) Alternate II (Mar 2012) of 52.225-3.
- (iv) Alternate III (Nov 2012) of 52.225-3.
- (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).
- (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).
- (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

 (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

 (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

 (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

 (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

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

(ii), Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

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

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

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

Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

Alternate II (Nov 2013). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219–8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(E) 52.222-35, Equal Opportunity for Veterans (Sept 2010) (38 U.S.C. 4212).

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

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

Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

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

(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(L) 52.222-54, Employment Eligibility Verification (Aug 2013).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

52.219-13 -- Notice of Set-Aside of Orders (Nov 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

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).

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 offeror for any resulting contract, are presently in compliance with all post-employment

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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.

252.204-7011 Alternative Line Item Structure (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71 (DFARS/PGI view). A sample line item structure and a proposed alternative structure are as follows:

Solicitation:

ITEM

NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001	Computer, Desktop with CPU, Monitor, Keyboard and Mouse	20				EA

Alternative line item structure offer where monitors are shipped separately:

ITEM

NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001	Computer, Desktop with CPU, Keyboard and Mouse	20				EA
0002	Monitor	20				EA

252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013)

(a) Definitions. As used in this clause—

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

“Attribution information” means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

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

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

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

“Exfiltration” means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

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

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

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations”

(<http://csrc.nist.gov/publications/PubsSPs.html>).

Access Control	Audit & Accountability	Identification and Authentication	Media Protection
AC-2	AU-2	IA-2	MP-4
AC-3(4)	AU-3	IA-4	MP-6
AC-4	AU-6(1)	IA-5(1)	SC-2
AC-6	AU-7	Physical and Environmental Protection	SC-4
AC-7	AU-8	Incident Response	SC-7
AC-11(1)	AU-9	IR-2	SC-8(1)
AC-17(2)		IR-4	SC-13
AC-18(1)	Configuration Management	IR-5	SC-15
AC-19	CM-2	IR-6	SC-28
AC-20(1)	CM-6	PM-10	System & Information Integrity
AC-20(2)	CM-7	Maintenance	SI-2
AC-22	CM-8	MA-4(6)	Risk Assessment
		MA-5	SI-3
		RA-5	SI-4

Awareness & Training Contingency Planning MA-6
AT-2 CP-9

Legend:

AC: Access Control MA: Maintenance

AT: Awareness and Training MP: Media Protection

AU: Auditing and Accountability PE: Physical & Environmental Protection

CM: Configuration Management PM: Program Management

CP: Contingency Planning RA: Risk Assessment

IA: Identification and Authentication SC: System & Communications Protection

IR: Incident Response SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) Reportable cyber incidents. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This

includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

252.203-7998 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation. (DEVIATION 2015-O0010)

Insert the following provision in all solicitations that will use funds made available by the Financial Services and General Government Appropriations Act, 2015 (Division E of the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235), or any other Act, including solicitations for the acquisition of commercial items under FAR part 12.

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2015-O0010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts 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.

(End of provision)

252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (DEVIATION 2015-O0010)

Insert the following clause in all solicitations and contracts that will use funds made available by the Financial Services and General Government Appropriations Act, 2015 (Division E of the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235), or any other Act, including solicitations and contracts for the acquisition of commercial items under FAR part 12, or when obligating FY 2015 funds on existing contracts.

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)

(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 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 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) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act 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.

(End of clause)

252.209-7992 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—Fiscal Year 2015 Appropriations.

Include the attached provision in all solicitations that will use funds made available by the Consolidated and Continuing Appropriations Act, 2015 (Pub. L. 113-235), including solicitations for the acquisition of commercial items under FAR part 12.

**REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015 APPROPRIATIONS
(DEVIATION 2015-000005) (DEC 2014)**

(a) In accordance with 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.

(End of provision)

(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) 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.

"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 reparable and DoD serially managed nonreparable 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 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.**

(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.

252.211-7006 Radio Frequency Identification (FEB 2007)

Applies to individual cases and palletized unit loads for the shipment of items in the supply classes and to the locations identified in DFARS 211.275-2.

252.225-7029 REPORTING OF COMMERCIALY AVAILABLE OFF-THE-SHELF ITEMS THAT CONTAIN SPECIALTY METALS AND ARE INCORPORATED INTO NONCOMMERCIAL END ITEMS (JUL 2009)

(a) Definitions. “Commercially available off-the-shelf item,” and “specialty metal,” as used in this clause, have the meanings given in the clause of this solicitation entitled “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (DFARS 252.225-7009).

(b) If the exception in paragraph (c)(2) of the clause at DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, is used for a commercially available off-the-shelf (COTS) item, valued at more than \$100 per item, to be incorporated into a noncommercial end item to be delivered under this contract, the Contractor shall—

(1) Follow the instructions on the Defense Procurement and Acquisition Policy website at http://www.acq.osd.mil/dpap/cpic/ic/restrictions_on_specialty_metals_10 usc_2533b.html to report information required by the contract as follows:

Contract Awarded:	Report by:
Before July 31, 2009	August 31, 2009
August 1 - 31, 2009	September 30, 2009
September 1 - 30, 2009	October 31, 2009

(2) In accordance with the procedures specified at the website, provide the following information:

- (i) Company Name.
- (ii) Product category of acquisition (i.e., Aircraft, Missiles and Space Systems, Ships, Tank–Automotive, Weapon Systems, or Ammunition).
- (iii) The 6-digit North American Industry Classification System (NAICS) code of the COTS item, contained in the non-commercial deliverable item, to which the exception applies.

(c) The Contractor shall not report COTS items that are incorporated into the end product under an exception other than paragraph (c)(2) of the clause at DFARS 252.225-7009, such as electronic components, commercial item fasteners, qualifying country, non-availability, or minimal amounts of specialty metal.

() 252.227-7015 - Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

() 252.227-7037 - Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

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(X) 252.232-7003 Electronic submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
(X) 252.243-7002 - Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(X) 252.247-7023 - Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
() Alternate I (MAR 2000)
() Alternate II (MAR 2000) (10 U.S.C. 2631).

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

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.247-7023 - Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

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

(End of clause)

IV. OFFEROR REPRESENTATIONS/CERTIFICATIONS

A. FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 2013)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via <http://www.acquisition.gov> . If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

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)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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. 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 electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

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

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

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

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

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

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

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

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

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

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(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:Country of Origin:

[List as necessary]

(4) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:Country of Origin:

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product: Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran .

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) 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;

(ii) 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; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 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>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

Alternate I (Apr 2011). As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

[The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

Alternate II (Jan2012). As prescribed in 12.301(b)(2), add the following paragraph (c)(10)(iii) to the basic provision:

(iii) Address. The offeror represents that its address [] is, [] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at

<http://www.acquisition.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

252.225-7035 Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate (NOV 2012)

(a) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American—Free Trade Agreements—Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American—Free Trade Agreements—

Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products:

(Line Item Number) (Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of “domestic end product”:

(Line Item Number) (Country of Origin (If known))

**DFARS 252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE-SPECIALTY METALS
COMPLIANCE CERTIFICATE (JUL 2009)** (Applicable when 252.225-7009 is included)

(a) *Definitions.* “Commercial derivative military article,” “commercially available off-the-shelf item,” “produce,” “required form,” and “specialty metal,” as used in this provision, have the meanings given in the clause of this solicitation entitled “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (DFARS 252.225-7009). **THE OFFEROR’S DESIGNATION OF AN ITEM AS A “COMMERCIAL DERIVATIVE MILITARY ARTICLE” WILL BE SUBJECT TO GOVERNMENT REVIEW AND APPROVAL.**

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, **AND IF THE GOVERNMENT APPROVES THE DESIGNATION OF THE LISTED ITEM(S) AS COMMERCIAL DERIVATIVE MILITARY ARTICLES**, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered 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—

(1) 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

(2) 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.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

(End of clause)

V. DELIVERY OR PERFORMANCE

This contract incorporates the following 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.

FAR Clause 52.247.34 F.O.B. (Destination) (NOV 1991)

FAR Clause 52.247-48 F.O.B. (Destination)- Evidence of Shipment (Feb 1999)

A. DELIVERY SCHEDULE

Metrics are subject to government review and verification. The following table defines the delivery schedule for requisitions based upon the applicable issue group and priority.

Supply Response Time Metrics				
Issue Priority Group (IPG)	Requisition Priority	Percent of Requisitions Filled		*Days to Fill
1	1 thru 3	80%	SRT 1:	2
		100%	SRT 2:	4
2 and 3	4 thru 15	80%	SRT 1:	8
		100%	SRT 2:	21

Table 1

The Contractor will be responsible for meeting fleet requisitioned demands and delivering material within the Supply Respose Time (SRT) identified in the performance metrics, C2-9 of this document. If the Contractor fails to meet the availability metrics identified in C2-9, the contractor is required to make time definite delivery in accordance with the delivery schedule in C2-9.3.

The Contractor will provide a monthly report of unfilled requisitions, ordered by but not yet supplied to, the fleet and a “get-well” schedule. (Attachment “H”, CDRL 0003). For all requisitions not delivered IAW the SRT delivery schedule in C2-9, Table 1, the Contractor must ship the full requisition quantity within **90** days after receipt of requisition. If the contractor fails to meet the minimum 90 day delivery requirement, the government retains all rights and remedies including termination for default.

VI. ATTACHMENTS

- A. Equipment Listing**
- B. Phase I Transition Delivery Schedule**
- C. Wholesale Inventory Quantities**
- D. PBL Contract Estimated Demand Forecast**
- E. Availability Performance Report**
- F. Configuration Management Plan and Obsolescence Management Plan**
- G. Projected Annual Flight Hrs**
- H. Contract Data Requirements List**
- I. Web-Based Commercial Asset Visibility**
- J. Five Year Demand History**
- K. User Identification Code (UIC) Listing**
- L. Initial Outfitting Requirements**
- M. T700 DLA Inventory Drawdown**

N00383-14-R-0022 (ATTACHMENTS)

Last Update 29 JAN 2015:

VI - LIST OF ATTACHMENTS

- A. Equipment Listing
- B. Phase I Transition Delivery Schedule (if applicable)
- C. Wholesale Inventory Quantities
- D. PBL Contract Estimated Demand Forecast
- E. Availability Performance Report
- F. Configuration Management Plan and Obsolescence Management Plan
- G. Projected Annual Flight Hrs
- H. Contract Data Requirements List
- I. Web-Based Commercial Asset Visibility
- J. PBL Components Demand History
- K. User Identification Code (UIC) Listing
- L. Initial Outfitting Requirements
- M. DLA Inventory Drawdown

N00383-14-R-0022 (ATTACHMENTS)

ATTACHMENT A – EQUIPMENT LISTING

PBL Repair Items

<u>INPUT NSN</u>	<u>INPUT P/N</u>	<u>OUTPUT NSN</u>	<u>OUTPUT P/N</u>	<u>CONTAINER NSN</u>
<u>401C GG Rotor</u>				
2840-01-320-6513	6082T04G04	2840-01-476-1840	6082T04G16	8145-01-278-3511
2840-01-353-8342	6082T04G05	2840-01-476-1840	6082T04G16	8145-01-278-3511
2840-01-354-6143	6082T04G02	2840-01-476-1840	6082T04G16	8145-01-278-3511
2840-01-370-3011	6082T04G06	2840-01-476-1840	6082T04G16	8145-01-278-3511
2840-01-445-5422	6082T04G14	2840-01-476-1840	6082T04G16	8145-01-278-3511
2840-01-445-5423	6082T04G13	2840-01-476-1840	6082T04G16	8145-01-278-3511
2840-01-476-1819	6082T04G15	2840-01-476-1840	6082T04G16	8145-01-278-3511
2840-01-476-1840	6082T04G16	2840-01-476-1840	6082T04G16	8145-01-278-3511
<u>401 GG Rotor</u>				
2840-01-206-2276	6055T26G02/G06	2840-01-344-6057	6055T26G10	8145-01-278-3511
2840-01-308-4145	6055T26G07	2840-01-344-6057	6055T26G10	8145-01-278-3511
2840-01-341-7396	6055T26G11/G12	2840-01-344-6057	6055T26G10	8145-01-278-3511
2840-01-344-6057	6055T26G10	2840-01-344-6057	6055T26G10	8145-01-278-3511
<u>401C CRS</u>				
2840-01-366-0337	6900T93G02	2840-01-366-0337	6900T93G02	8145-01-275-5648
2840-01-353-8343	6900T93G01	2840-01-366-0337	6900T93G02	8145-01-275-5648
<u>401 CRS</u>				
2840-01-375-6469	6900T78G05	2840-01-375-6469	6900T78G05	8145-01-275-5648
2840-01-308-3884	6900T78G02/G03	2840-01-375-6469	6900T78G05	8145-01-275-5648
2840-01-307-4942	6900T78G01	2840-01-375-6469	6900T78G05	8145-01-275-5648

N00383-14-R-0022 (ATTACHMENTS)

ATTACHMENT B - PHASE I TRANSITION DELIVERY SCHEDULE

(if applicable)

CDRL	DELIVERY SCHEDULE	DELIVERABLE
0001	30 Days ADC	Wholesale Asset Status Report
0001	30 Days ADC	CAV Implementation Status Report
0001	30 Days ADC	Database Stand-Up
0001	30 Days ADC	Piece Parts Identification / Order Placement
0001	30 Days ADC	Repair Status Summary
0001	60 Days ADC	Wholesale Asset Status Report
0001	60 Days ADC	Requisition Acceptance Status Report
0001	60 Days ADC	Wholesale Spares Order Status
0001	60 Days ADC	Piece Parts Identification / Order Placement
0001	60 Days ADC	Repair Status Summary
0001	90 Days ADC	Wholesale Asset Status Report
0002	90 Days ADC	Availability Report (informational only)
0001	90 Days ADC	Incorporate Software Changes
0001	90 Days ADC	Piece Parts Identification / Order Placement
0001	90 Days ADC	Repair Status Summary
0001	120 Days ADC	Wholesale Asset Status Report
0002	120 Days ADC	Availability Report (informational only)
0001	120 Days ADC	Incorporate Software Changes
0001	120 Days ADC	Piece Parts Identification / Order Placement
0001	120 Days ADC	Repair Status Summary

N00383-14-R-0022 (ATTACHMENTS)

ATTACHMENT C – WHOLESALE INVENTORY QUANTITIES

NIIN	NOMENCLATURE	P/N	CUR. QTY	RFI. ON HAND	NON-RFI ON HAND
014761840	401C GG Turbine Rotor	6082T04G16	75	11	64
014761819		6082T04G15			
014455423		6082T04G13			
014455422		6082T04G14			
013703011		6082T04G06			
013538342		6082T04G05			
013206513		6082T04G04			
013546143		6082T04G02			
013446057	401 GG Turbine Rotor	6055T26G10	54	10	44
013417396		6055T26G11 6055T26G12			
013084145		6055T26G07			
012062276		6055T26G06 6055T26G02			
013660337	401C CRS	6900T93G02	111	5	106
013538343		6900T93G01			
013756469	401 CRS	6900T78G05	39	13	26
013083884		6900T78G02 6900T78G03			
013074942		6900T78G01			

The quantities listed are approximate, and are subject to change.

N00383-14-R-0022 (ATTACHMENTS)

ATTACHMENT D – PBL CONTRACT ESTIMATED DEMAND FORECAST

Note: The 1st Price per Demand Variation Adjustment represents 1/2 of the 2nd Price per Demand Variation Adjustment

	<u>Demand Qty</u>	<u>2nd Price per Demand Variation Adjustment</u>	<u>1st Price per Demand Variation Adjustment</u>	<u>2nd Demand Adj Qty < 90%</u>	<u>1st Demand Adj Qty 90%-94%</u>	<u>Dead Band Min 95%</u>	<u>Dead Band Max 105%</u>	<u>Max Surge 110%</u>
<u>FY2016</u>	358	\$	\$	0 - 322	323 -339	340	376	394
<u>FY2017</u>	378	\$	\$	0 - 340	341 -358	359	397	416
<u>FY2018</u>	339	\$	\$	0 - 305	306 - 321	322	356	373

Notes:

Estimated demand forecast includes demand totals for all PBL items.

Fiscal Year (FY) begins Oct 1 and ends Sep 30 (e.g. FY16 begins 1 Oct 2015 and ends 30 Sep 2016).

N00383-14-R-0022 (ATTACHMENTS)

ATTACHMENT E - AVAILABILITY PERFORMANCE REPORT
(SUPPLY RESPONSE TIME)

In order to calculate Supply Response Time for a reporting period, the contractor may use the following worksheet. The contractor shall maintain an appropriate database to include the following data points:

Reqn. No. Priority, CONUS/ OCONUS	Date Reqn. Rec'd. (A)	Part Number	NIIN	Destination Receipt Date & Carrier Tracking No. (B)	Days Elapsed (B-A)

The method to calculate the percentage of requisitions filled by the SRT 1 day, for each Issue Priority Group, is as follows (expressed as a percent; normal rounding rules apply):

$$\frac{\text{The number of requisitions filled by the SRT 1 day}}{\text{The total number of requisitions received in the performance period}^*}$$

The method to calculate the percentage of requisitions filled by the SRT 2 day, for each Issue Priority Group, is as follows (expressed as a percent):

$$\frac{\text{The number of requisitions filled by the SRT 2 day}}{\text{The total number of requisitions received in the performance period}^*}$$

*Note: Any unfilled requisition that has not yet reached its respective SRT 1 or SRT 2 day at the end of a performance period shall be counted in the subsequent performance period.

Requisition No. will be generated by USN.

The Contractor shall deliver Supply Response Time data as set forth in Clause C2-9.

N00383-14-R-0022 (ATTACHMENTS)

**ATTACHMENT F – CONFIGURATION MANAGEMENT PLAN AND
OBSOLESCENCE MANAGEMENT PLAN**

Pursuant to Clause C2 - 14, the Contractor shall submit a Configuration Management and Obsolescence Management Plan prior to contract negotiation. The negotiated plan shall be incorporated in this attachment.

ATTACHMENT G -- PROJECTED ANNUAL FLIGHT HOURS

T700-GE-401 ENGINE PEACETIME FLYING HOURS

Based on usage on the following aircraft: AH1W and AH1Z.

	FY15	FY16	FY17	FY18	
TOTAL A/C HRS	32,836	31,399	27,756	22,931	
TOTAL ENG HRS	65,671	62,797	55,512	45,862	

Source:
BAR Ver 3394 (24 Feb 2014)

T700-GE-401C ENGINE PEACETIME FLYING HOURS

Based on usage on the following aircraft: HH60H, MH60S, SH60B, SH60F, MH60R, and UH1Y.

	FY15	FY16	FY17	FY18	
TOTAL A/C HRS	202,735	195,285	213,960	216,749	
TOTAL ENG HRS	405,469	390,569	427,920	433,498	

Source:
BAR Ver 3394 (24 Feb 2014)

TOTAL T700-GE-401/401C PEACETIME FLYING HOURS

	FY15	FY16	FY17	FY18	
TOTAL A/C HRS	235,570	226,683	241,716	239,680	
TOTAL ENG HRS	471,140	453,366	483,432	479,360	

ATTACHMENT H – CONTRACT DATA REQUIREMENTS LIST

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:								
TBD				TDP	X		TM	OTHER				
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR							
			TBD									
1. DATA ITEM NO.	2. TITLE OF DATA ITEM				3. SUBTITLE							
0001	STATUS REPORT				INITIAL TRANSITION							
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE		6. REQUIRING OFFICE						
DI-MGMT-80368A				SOW PARA. C1 – 2.3		NAVSUP WSS						
7. DD 250 REQ	9. DIST STATEMENT REQUIRED		10. FREQUENCY	12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION						
LT			4 TIMES	30 DAC								
8. ADP CODE	D		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		a.ADDRESSEE	b. COPIES					
				MONTHLY	Draft		Final					
16. REMARKS: Contractor format acceptable. Electronic distribution acceptable.												
						NAVSUP WSS						
						N761.04			1			
						N98212.03			1			
						15. TOTAL						
G. PREPARED BY			H. DATE		I. APPROVED BY			J. DATE				

N00383-14-R-0022 (ATTACHMENTS)

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:							
TBD			TDP	X	TM	OTHER				
D. SYSTEM/ITEM		E. CONTRACT/PR NO.		F. CONTRACTOR						
		TBD								
1. DATA ITEM NO.	2. TITLE OF DATA ITEM			3. SUBTITLE						
0003	CONTRACTOR'S DELINQUENCY STATUS REPORT									
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE					
DI-MGMT-80227 / T			Clause C2 - 9.2		NAVSUP WSS					
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION					
LT		Monthly	90 DAC							
8. ADP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		b. COPIES					
D			Monthly		a.ADDRESSEE	Final				
						Draft	Reg	Repro		
16. REMARKS: Electronic distribution acceptable.					NAVSUP WSS					
					N761.04				1	
					N98212.03				1	
										15. TOTAL
G. PREPARED BY			H. DATE	I. APPROVED BY		J. DATE				

N00383-14-R-0022 (ATTACHMENTS)

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:						
TBD				TDP		TM		GIDEP OTHER REQUIREMENTS		
D. SYSTEM/ITEM SMUG PBL			E. CONTRACT/PR NO. TBD		F. CONTRACTOR:					
1. DATA ITEM NO.		2. TITLE OF DATA ITEM			3. SUBTITLE					
0005		PLAN, RELIABILITY TEST			ENVIRONMENTAL STRESS SCREENING					
4. AUTHORITY (Data Acquisition Document No.) DI-RELI-80250				5. CONTRACT REFERENCE		6. REQUIRING OFFICE NAVSUP WSS				
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY ONE/R		12. DATE OF FIRST SUBMISSION 90 DAC		14. DISTRIBUTION		
8. ADP CODE				11. AS OF DATE 120 DAC		13. DATE OF SUBSEQUENT		b. COPIES		
								Final		
								a. ADDRESSEE		
								Draft		
								Reg		
								Repro		
16. REMARKS							NAVSUP WSS N22	0	1	0
<p>(1) The Reliability Test Plan document shall be in narrative/outline form and shall be limited to the description of the Environmental Stress Screening that is performed for each of the articles of the contract. If no screening is performed for an article on the contract, this shall also be so indicated in the document. (2) The description of the Environmental Stress Screening shall be compared to the guidelines of NAVMAT P-9492, and shall discuss the identification of potential failure areas relating articles assemblies. If available field and test failure data can be used to further define the expectation of failures that could be seen during the performance of the Environmental Stress Screening, or to justify the facts that no screening is being performed.</p> <p>(3) If there is Environmental Stress Screening, the narrative and/or outline shall include, but not be limited to the identification of the environmental conditions, cycling tests, heat soak, and criteria for pass/fail of an article as a result of the screening tests.</p> <p>(4) If a drawing or specification is referenced as part of the narrative, the drawing or specification may be required to be submitted with the narrative.</p> <p>(5) The preparation of the "Reliability Test Plan" shall be limited to the use of data generated elsewhere in the contract. No new data/report shall be generated solely for this data requirement. The effort required to satisfy the CDRL shall not exceed 8 hours.</p> <p>** Mailing address for GIDEP OC is: Electronic Mail: gidep@aviion01.corona.mil FAX: 909-273-5200 Mail: GIDEP Operations Center P O Box 8000 Corona, CA 91718-8000</p> <p>** The preferred method to receive this data at GIDEP is via electronic mail</p>							GIDEP OC**	0	1	0
							15. TOTAL	0	2	0
G. PREPARED BY			H. DATE		I. APPROVED BY			J. DATE		

N00383-14-R-0022 (ATTACHMENTS)

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:								
				TDP		TM	OTHER					
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR							
1. DATA ITEM NO. 0006	2. TITLE OF DATA ITEM TECHNICAL REPORT – STUDY SERVICES			3. SUBTITLE PACKAGING ROD								
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508				5. CONTRACT REFERENCE Clause C2 – 18		6. REQUIRING OFFICE NAVSUP WSS-N27						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION AS REQUIRED		14. DISTRIBUTION							
8. ADP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		a.ADDRESSEE	b. COPIES						
						Draft	Reg	Final Repro				
16. REMARKS The contractor shall provide data for any item damaged due to improper packaging, handling or transportation. The contractor shall submit data electronically in accordance with the Technical Assistance For Repairables Protection (TARP) website: https://www.icptarp.net . Click on “Tools , “Auto ROD/SDR” and submit.					SEE BLOCK #16							
										15. TOTAL		
G. PREPARED BY			H. DATE		I. APPROVED BY			J. DATE				

N00383-14-R-0022 (ATTACHMENTS)

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:				
				TDP <input checked="" type="checkbox"/>		TM	OTHER	
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. 0010	2. TITLE OF DATA ITEM ENGINEERING DRAWINGS			3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) DI-DRPR-80651				5. CONTRACT REFERENCE Clause C3-6		6. REQUIRING OFFICE NAVSUP WSS N21		
7. DD 250 REQ SD	9. DIST STATEMENT REQUIRED	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION			
8. ADP CODE	D	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		a.ADDRESSEE	b. COPIES		
						Draft	Reg	Final Repro
16. REMARKS Revisions and/or new Engineering Drawings and associated Data Lists are required only for configuration changes that are a direct result of design changes made during this contract. Format shall be consistent with baseline drawings used at the beginning of the contract. Block 12: NLT 180 days prior to the end of the contract.					NAVSUP WSS N21		1	
					NAVAIR CFA		1	
					NATEC		1	
					NAVSUP WSS N98		1	
15. TOTAL							4	
G. PREPARED BY			H. DATE	I. APPROVED BY			J. DATE	

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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:					
				TDP		TM	X OTHER		
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR				
1. DATA ITEM NO. 0011	2. TITLE OF DATA ITEM TECHNICAL MANUAL SOURCE DATA			3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE Clause C3-6		6. REQUIRING OFFICE NAVSUP WSS N21			
7. DD 250 REQ SD	9. DIST STATEMENT REQUIRED D	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION SEE Block 16		14. DISTRIBUTION				
8. ADP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		a.ADDRESSEE	b. COPIES			
						Draft	Reg	Final Repro	
16. REMARKS Revisions and/or new source data for existing Navy Technical Manuals are required for configuration, operational procedure, repair procedure and test procedure changes that are a direct result of changes made during this contract. Source data changes, revisions and/or updates shall be consistent with technical manuals, repair procedures and testing procedures used at the beginning of the contract. The source data provided shall consist of changes made to operating and maintenance instructions for aircraft flight crews and for ground crews and will include data for NATOPS, Crew Station Maintenance Manuals (CSMMs), Maintenance Instructions Manuals (MIMS), Maintenance Requirements Cards (MRCs), Illustrated Parts Breakdowns (IPBs), Wiring Diagram Manuals, Software Reference Manuals, and other Organizational and Depot Level Manuals, as may be required. Block 12: NLT 180 days prior to the end of the contract.					NAVSUP WSS N21		1		
					NAVAIR CFA			1	
					NATEC			1	
					NAVSUP WSS N98			1	
					15. TOTAL		3		
G. PREPARED BY			H. DATE		I. APPROVED BY		J. DATE		

ATTACHMENT I - WEB-BASED COMMERCIAL ASSET VISIBILITY

**WEB-BASED COMMERCIAL ASSET VISIBILITY STATEMENT OF
WORK**

**NAVSUP WSS MECHANICSBURG/PHILADELPHIA
VERSION 7.4, JUNE 24, 2014**

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) is transitioning to an Enterprise Resource Planning (ERP)-based system. Upon 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 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.

II. OBJECTIVE

The objective of this SOW is to identify specific actions and tasks required to ensure that CAV contractual reporting requirements are satisfied.

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III. CAV REPORTER'S PRIMARY RESPONSIBILITIES

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 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. The CAV Reporter will be provided information by the CAV Analyst assigned to their site at the time of implementation to the CAV system. Items under direct Foreign Military Sales (FMS) Repair contracts are not to be reported in CAV.

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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.
 - 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.

B. Material Supply Discrepancy Report (MSDR)/Report of Discrepancy (ROD) Notification (SF 364)

1. Whenever a NIIN and/or Quantity discrepancy exists, the CAV Reporter shall complete and submit an MSDR to the originator of the shipment within five (5)

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workdays after the discrepant shipment is received via <https://apps.ahf.nmci.navy.mil/sdr/> . If the CAV Reporter is not established on MSDR, they shall email fred.s.padilla@navy.mil to become established and schedule training. 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 the “Search” button, click on the report name “Report of Discrepancy (ROD)”, then click on “SF364.pdf - PDF Version” to display the form.

2. If a hard copy SF364 is submitted, the CAV Reporter shall send/transmit an informational copy of the MSDR to NAVSUP WSS Code P015131 / M01423.

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) 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’ below. 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.

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E. NAVSUP WSS In-Transit Accountability (NITA)

NOTE: This portion does not apply to foreign contractors

1. NAVSUP WSS In-Transit Accountability (NITA) is replacing the current Supply Discrepancy Report (SDR) system and the NAVSUP WSS-generated weekly spreadsheets 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://mril.navsisa.navy.mil/erms/>. A 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. CAV Reporter already having access to eRMS will not need to do an additional SAAR. NITA data is refreshed daily. ERMS and NITA are IT Level 2 systems. 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.

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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

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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 Form 1348-1A is as follows:
 - 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. The Bulk Shipment option in CAV must be used to report 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, 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. All CAV Reporter will be required to wait up to 24 hours for a potential redistribution to fill a known backordered fleet requirement.

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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. 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, 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.

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 has directed via modification 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.

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- 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) at one of the phone numbers shown below to advise that the material is ready for pickup and must be shipped under urgent means:

- a) (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
 - (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 notify the ATAC shipping office no later than the next workday of the documents that were shipped.

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)

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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 a Q9 document number. 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 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.

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(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

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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:

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:

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(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.

(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 P015131/M01423 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 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 and have downloaded the required plug-ins.

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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) can 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 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 Netscape 4.75 or higher, or Internet Explorer 5.5 or higher on a Windows 95/98/2000/NT/ME/XP platform.
- 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.

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VI. CAV SECURITY REQUIREMENTS

A. CAV Reporters utilizing CAV 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.
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.

N00383-14-R-0022 (ATTACHMENTS)

ATTACHMENT J – DEMAND HISTORY

Note: Month 1 = Dec 2014; month 27 = Oct 2012

NSN 2840-01-366-0337 P/N 6900T93G02 401C Compressor Rotor

	12	11	10	9	8	7	6	5	4	3	2	1
Demand	10	13	11	12	12	14	11	17	14	18	9	12
	24	23	22	21	20	19	18	17	16	15	14	13
Demand	10	6	20	10	8	12	9	11	8	13	20	11
	36	35	34	33	32	31	30	29	28	27	26	25
Demand										9	8	11

Note: Month 1 = Dec 2014; month 27 = Oct 2012

NSN 2840-01-476-1840 P/N 6082T04G16 401C GG Rotor

	12	11	10	9	8	7	6	5	4	3	2	1
Demand	14	19	9	16	17	14	23	15	10	15	13	8
	24	23	22	21	20	19	18	17	16	15	14	13
Demand	8	16	12	17	9	9	15	11	15	17	20	12
	36	35	34	33	32	31	30	29	28	27	26	25
Demand										10	13	10

N00383-14-R-0022 (ATTACHMENTS)

ATTACHMENT J – DEMAND HISTORY (continued)

Note: Month 1 = Dec 2014; month 27 = Oct 2012

NSN 2840-01-375-6469 P/N 6900T78G05 401 Compressor Rotor

	12	11	10	9	8	7	6	5	4	3	2	1
Demand	1	1	0	0	0	0	2	0	1	0	1	1
	24	23	22	21	20	19	18	17	16	15	14	13
Demand	1	3	1	2	1	4	1	4	0	1	0	1
	36	35	34	33	32	31	30	29	28	27	26	25
Demand										1	0	0

NSN 2840-01-344-6057 P/N 6055T26G10 401 GG Rotor

	12	11	10	9	8	7	6	5	4	3	2	1
Demand	1	6	2	3	0	1	2	4	1	8	0	2
	24	23	22	21	20	19	18	17	16	15	14	13
Demand	6	3	0	6	7	5	5	0	0	2	2	0
	36	35	34	33	32	31	30	29	28	27	26	25
Demand										3	0	0

N00383-14-R-0022 (ATTACHMENTS)

ATTACHMENT K – USER IDENTIFICATION CODE (UIC) LISTING

**Demand history
Oct 2012 thru Dec 2014**

UIC	ACTIVITY	QTY
	<u>NSN 2840-01-366-0337 401C Comp Rotor</u>	
N60201	FRC-SE (NS MAYPORT FL)	28
N44326 / N00246	FRC-SW (NAS NORTH ISLAND SAN DIEGO CA)	159
N00188	FRC-MA (AIMD NAS NORFOLK VA)	67
R09808	MALS-39	53
V52841	MALS-29	12
	<u>NSN 2840-01-476-1840 401C GG Rotor</u>	
N60201	FRC-SE (NS MAYPORT FL)	58
N44326 / N00246	FRC-SW (NAS NORTH ISLAND SAN DIEGO CA)	166
N00188	FRC-MA (AIMD NAS NORFOLK VA)	84
R09808	MALS-39	55
V52841	MALS-29	14
	<u>NSN 2840-01-344-6057 401 GG Rotor</u>	
R09808	MALS-39	31
V52841	MALS-29	38
	<u>NSN 2840-01-375-6469 401 Comp Rotor</u>	
R09808	MALS-39	10
V52841	MALS-29	16

ATTACHMENT L – INITIAL OUTFITTING REQMTS

As of 2 June 2014, there are NO initial outfitting requirements listed for the PBL components.

Attachment M - DLA Inventory Drawdown T700 EXISTING UNIQUE CONSUMABLE INVENTORY HELD BY DLA							
COG	NIIN	Nomenclature	SMR Code	Ref. No.	SOH	PRs	POs
		NONE					