

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO	PAGE OF PAGES 1   106
2.CONTRACT NUMBER	3.SOLICITATION NUMBER N00383-15-R-0014	4.TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5.DATE ISSUED 15 MAY 2015	6.REQUISITION/PURCHASE NUMBER N0038315Y2261	
7. ISSUED BY NAVSUP Weapon Systems Support-Philadelphia ATTN: Tara R. Walsh, Code N732.20 Phone 215-697-4295, FAX 215-697-1227 Email: tara.r.walsh@navy.mil 700 Robbins Avenue Philadelphia, PA 19111-5098		CODE N00383	8. ADDRESS OFFER TO (If other than Item 7)		

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

**SOLICITATION**

9. Sealed offer in original and 1 copies for furnishing the supplies or service in the Schedule will be received at the place specified in Item 8, or if handicapped, uploaded electronically to the secure server located at: www.neco.navy.mil until 2:00 p. m. local time on 15 June 2015.

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

10. FOR INFORMATION CALL ►	A. NAME Tara R. Walsh	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Tara.r.walsh@navy.mil
		AREA CODE 215	NUMBER 697 -	EXT 4295	

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**OFFER (Must be fully completed by offeror)**

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I. Clause No. 52.232-8) ►	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS(%)	CALENDAR DAYS(%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

19.ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL ANDOPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN(4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28.AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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The text of all FAR, DFARS, and NMCARS provisions and clauses may be accessed electronically at the following links:

FAR, DFARS and NMCARS at the Hill AFB website --

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

FAR only at the GSA website (click on "Regulations: FAR") --

<http://www.acquisition.gov/far/index.html>

DFARS and NMCARS only at the DPAP website --

[https://acquisition.navy.mil/rda/home/policy\\_and\\_guidance](https://acquisition.navy.mil/rda/home/policy_and_guidance)

The text of all NAVSUP and NAVSUP WSS clauses will be contained in the body of the contract.

**PART I THE SCHEDULE****SECTION A - SOLICITATION/CONTRACT FORM****A01 - TYPE OF CONTRACT -- REQUIREMENTS CONTRACT**

1. This solicitation will ultimately result in award of a one (1) year base **REQUIREMENTS** contract with two (2) one-year option periods. For information explaining how this type of contract works, see the following pages.
2. Prices will be for Repair/Modification of the items specified in the Exhibit A hereto, for a period of one year from the date of award and two successive twelve month Option Period(s). The quantities shown are the Government's best estimates and are neither minimum nor maximum quantities. All orders placed for repair during this time period shall be issued as priced orders. Therefore, offerors should insert firm-fixed prices for each year included in the Base and Option Periods.
3. All parts necessary to effect repairs shall be furnished by the contractor and shall be considered to have been included in the price of repairs.

**A02 - FAR 52.216-21 REQUIREMENTS (OCT 1995)**

- (a) This is a Requirements contract for the supplies and 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 cited 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 Delivery 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 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 as 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 the 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.

**A03 - DFARS 252.216-7006 ORDERING (MAY 2011)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from the effective date of award through three years after date of award.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the contractor.
  - (2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.
  - (3) Orders may be issued orally only if authorized in the schedule.

**A04 - FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) **MINIMUM ORDER:** When the Government requires supplies or services covered by this contract in an amount that is less than any minimum item quantity specified in Attachment "A," the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) **MAXIMUM ORDER:** The contractor is not obligated to honor: (See Attachment "A" for quantities.)
- (1) Any order for a single item in excess of the maximum quantity for the item.
  - (2) Any order for a combination of items in excess of the maximum for the order items.
  - (3) A series of orders from the same ordering office with 30 days that together call for quantities exceeding the limitation in subparagraphs (1) and (2) above.
- (c) If this is a Requirements Contract (i.e., includes FAR 52.216-21 Requirements), the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order(s) is returned to the ordering office with 15 days after issuance, with the written notice stating the contractor's intent not to ship the item(s) called for and the reason(s). Upon receiving this notice, the Government may acquire the supplies or services from another source.

**SECTION B - SUPPLIES/SERVICES AND PRICES****B01 - SERVICES, MATERIALS, AND PARTS TO BE FURNISHED**

(a) The Government may order, in the manner provided elsewhere herein, the following **types of effort**:

**(1) Repair and/or Modification:** The contractor shall furnish effort including labor, material, and facilities as may be required to repair and/or modify the ordered quantities of spare repairables assemblies in the P-8A Poseidon Mission Systems. The spare repairable assemblies to be repaired and/or modified under this agreement are set forth by manufacturer's part number in Attachment "A" and constitute "Government Property" as defined in FAR clause 52.245-1 "Government Property" or 52.245-1 Alternate I, as applicable. Repair and/or modification of spare repairable assemblies will be accomplished in accordance with the Statement of Work (Section C02).

**(2) CAVS Reporting:** The Contractor shall furnish effort including labor, materials, and facilities as may be required to accumulate, format, and transmit the transactions specified in Section B02.

**B02 - WEB-BASED COMMERCIAL ASSET VISIBILITY (WEBCAV) STATEMENT OF WORK (SOW)  
(SEE ATTACHMENT "B")**

**\*\*NOTE – CONTRACTOR TO INSERT (ATTACHMENT D) COMPLETED PRICING SHEETS FOR BASE YEAR ONE, OPTION PERIOD ONE AND OPTION PERIOD TWO. ITEMS AND QUANTITIES ARE IDENTIFIED ON ATTACHMENT A AND ARE TO BE USED ON THESE PRICING SHEETS. ANY EXCEPTIONS/DEVIATIONS ETC. FROM THE ATTACHMENT A ARE TO BE NOTED IN THE PROPOSAL. IF NO EXCEPTION IS TAKEN AND A DIFFERENCE BETWEEN THE ATTACHMENT A AND THE PRICING SHEET IS EVIDENT, THE ATTACHMENT A WILL TAKE PRECEDENCE.**

**B03 - PLACING AND PROCESSING ORDERS**

**(a) Ordering Period:** The Government may during the period commencing on the date of execution of this contract and ending twelve (12) months from the date thereof, place orders for articles to be serviced hereunder. Twelve (12) months after date of contract, the PCO shall determine whether or not the contract is to be extended for an additional Twelve (12) month option period; execution of the option shall be accomplished via SF-30 Contract Modification (and shall only be granted unilaterally by the PCO). Should the Option be exercised, the PCO shall determine at the end of the First 12-Month Option Period, whether or not the contract is to be extended for the Second 12-Month Option Period. Delivery orders will have a one year induction period from the effective date on the delivery order. Each order placed shall be issued and processed in the manner hereafter provided.

**(b) Authorized Ordering Activity**

- (1) The Procuring Contracting Officer (PCO) shall place orders under this agreement in the manner provided elsewhere herein;
- (2) The Administrative Contracting Officer (ACO) may place orders under this agreement in the manner provided elsewhere herein.

**(c) Form and Content of Orders:** Orders issued under this Contract shall be prepared on DD Form 1155; however, if exigency so demands, order may be issued via electronic transmission (e.g. FAX) and will be confirmed by DD Form 1155 as soon as practicable thereafter, and will bear the notation "CONFIRMING ORDER".

In addition, each DD Form 1155 order shall include the following:

- (i) The order number, date, and appropriate reference to this contract;
- (ii) Citation of the negotiation authority pursuant to which the order is negotiated;
- (iii) Description of services to be performed and identification of specific articles to be Serviced including part number and stock number, serial number if available, and quantities thereof;
- (iv) Where appropriate, special instructions regarding shipping, place of inspection and delivery, and DoD priority designation;
- (v) Applicable appropriation and accounting data and special invoicing instructions, if applicable;
- (vi) Applicable DO Rating certified under DMS Regulation No. 1.

**(d) Obligations of Contractor**

- (1) The contractor shall, except as specified in paragraph (2) below, immediately proceed with the servicing of the articles covered by the order.
- (2) Where the contractor is not authorized to proceed, the contractor shall so advise the PCO (by FAX, if available) within five (5) working days after receipt of the order. The contractor shall await instruction from the PCO regarding orders described in (ii), (iii) above. Such instructions shall be issued within five (5) working days, or such additional period as the PCO may require after being advised by the contractor of the circumstances preventing the start of performance. With respect to (i) above, the contractor shall advise the PCO of the specific representation or certification that cannot be made as to an order and reason(s) therefore. In regard to (iv) above, the contractor shall notify the PCO and the cognizant ACO and shall stop work until given further instructions or disposition of the item by NAVSUP WSS.
- (3) The contractor shall establish and maintain:
  - (i) A summary of all costs incurred applicable to all orders placed pursuant to the terms of this contract.
  - (ii) The summary records required in (i) above shall be furnished to the Contracting Officer upon request.

**Note to Contractor:**

Sixty (60) days after induction of the last unit received against delivery orders issued hereunder, Contractor shall notify the ACO (with a copy to the PCO, Code N732.20 ) of the actual quantities inducted for repair.

**Note to ACO:**

Within thirty (30) days of ACO's receipt of contractor's notice of last induction, unless otherwise specified by NAVSUP WSS, ACO shall modify the delivery order, to reduce all excess quantities and funds.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C01 - INPUT OF ARTICLES TO BE REPAIRED AND/OR MODIFIED**

(a) Articles to be repaired and/or modified under this agreement, as shown on Attachment "A", will be shipped at the Government's expense to the plant of the contractor at:

BOEING DISTRIBUTION CENTER ATLANTA  
P-8A REPAIR OF REPAIRABLES  
5690 SOUTHFIELD CT  
SUITE 200 DOOR 20  
FOREST PARK, GA 30297  
DODAAC – Q95376

The contractor shall receive for each shipment a list (referencing this agreement number) of the articles included in the shipment.

(b) Upon receipt of such articles, the contractor shall:

- (i) If the ACO issues the orders, then, promptly notify the ACO of the receipt of the articles;
- (ii) Verify that the articles received corresponds with the list of the articles furnished for such shipment;
- (iii) Inspect such articles to assure that they are candidates for servicing under this agreement;
- (iv) Segregate those which were improperly sent to the contractor and request disposition instructions therefore from the NAVSUP Weapon Systems Support PCO;
- (v) Provide adequate storage for articles to be repaired pending issuance of an order by the ACO or PCO hereunder;
- (vi) Not proceed with the repair of any articles set forth in Attachment "A" (i.e., inducting any units into "M" condition) until funding authorization is received from the ACO or PCO. Retain such units in "F" condition until funding authorization/disposition instructions are received from the Government (ACO or PCO).
- (vii) Advise the Government (ACO and PCO) if any portion of the required repair is a result of the furnishing by the contractor of articles that were defective in material and/or workmanship, or otherwise not in conformance with the requirements of the contract under which such articles were originally furnished; and
- (viii) Further advise the Government (ACO or PCO) of the results of the foregoing preliminary inspection, together with a list of the articles and quantities required to be repaired.

**C02 - SPECIFICATIONS FOR REPAIR/MODIFICATION -- Statement Of Work (August 2006)****1.0 SCOPE**

- 1.1 General.** The items to be furnished hereunder shall be repaired, tested, inspected, and accepted in accordance with the terms and conditions specified in this contract. Government Furnished Property (GFP), including equipment such as fixtures, jigs, dies, patterns, mylars, special tooling, special test equipment, or any other manufacturing aid required for the repair, manufacture, and/or testing of the subject item(s), will not be provided by the Government and shall be the responsibility of the Contractor unless expressly provided for on Attachment E. This limitation regarding the furnishing of GFP applies notwithstanding any reference to the contrary in any drawing, manual, or specification for the contract items.
- 1.2 Repair Requirements.** The Contractor shall provide the necessary facility, labor, materials, parts, and test and tooling equipment required to return the items (see Attachment A for a list of these items) to a Ready For Issue (RFI) condition. RFI is defined as that condition allowing the items to perform properly and reliably in an operational environment in a manner they were intended to operate. The Contractor shall identify on Attachment F the governing repair manual(s)/documents for each item covered by this contract. On the same attachment, the Contractor must identify the facility for each item where repair, including final test and inspection, is completed.

- 1.2.1** Changes to repair manuals/documents and changes to drawings or specifications for the manufacture of parts utilized in these repairs require Procuring Contracting Officer (PCO) approval in accordance with the Configuration Management provisions of this contract. In addition, as provided for in Section 2.3, requests for changes to a repair source or repair facility shall be submitted in writing to the PCO and must be approved prior to making any such change.
- 1.2.2** Any repairs performed using unapproved changes to manuals, drawings, specifications, or unapproved changes to a repair source or facility are not permitted and any such changes are done entirely at the Contractor's own risk.
- 1.2.3** The Contractor is not entitled to any equitable adjustment to the price or contract terms based on the Government's disapproval of a requested change to manuals, drawings, specifications, or to a repair source or facility.

### 1.3 Beyond Physical Repair (BPR)

**1.3.1** Scope. An item is BPR when the item is not capable of being repaired in accordance with the Statement of Work due to the extent of physical damage.

**1.3.2** Procedures. The Contractor shall obtain written concurrence from DCMA for all units determined by the Contractor to be BPR. All such determinations, including the basis for the determination and the DCMA written concurrence shall be provided by the Contractor to the PCO, with a copy to the Inventory Manager (IM). After receipt of the required documentation, the PCO shall provide the Contractor disposition instructions. Any disposal ordered shall be performed by the Contractor in accordance with all applicable regulations and the Contractor's approved Government property disposal procedures.

### 1.4 Beyond Economical Repair (BER)

**1.4.1** Scope. An item is BER if the cost of the repair exceeds 75% of the replacement price identified on Attachment A. This replacement price is for the purposes of BER determinations only, and may not be used or relied on by the offeror in the pricing of the repairs required by this contract.

**1.4.2** Procedures. Items determined BER will be separately priced if the repair is authorized by the PCO. The Contractor shall obtain written concurrence from DCMA for all units determined by the Contractor to be BER. All such determinations, including the basis for the determination, the repair required, the proposed price to repair and the DCMA written concurrence, shall be provided by the Contractor to the PCO, with a copy to the IM. After receipt of the required documentation, the PCO shall provide the Contractor disposition instructions or contractual authority for repair of the item. The Contractor is not authorized to proceed with the repair until notification is received from the PCO. Any disposal ordered shall be performed by the Contractor in accordance with all applicable regulations and the Contractor's approved Government property disposal procedures.

**1.4.3** The following additional procedures may apply, if authorized, for the replacement of a BER SRA (Shop Repairable Assembly) within a WRA (Weapons Repairable Assembly) when the SRA has not been separately inducted. The Contractor may request authorization to:

Ship in place an accepted item from an existing spares or repair BOA/contract, if any, or MILSTRIP the SRA(s),

Authorization to ship in place or MILSTRIP must be provided by the IM in writing to the Contractor and must be appropriately documented in accordance with Section [III.I.2.a](#) of the WEB-BASED COMMERCIAL ASSET VISIBILITY (WEBCAV) STATEMENT OF WORK. The Contractor must provide written notification of any item shipped in place or MILSTRIPed to the PCO and an equitable adjustment may be required. If authorization to ship in place or MILSTRIP is not provided, the Contractor shall contact the PCO for further instructions.

### 1.5 Missing on Induction (MOI).

**1.5.1** Scope. A WRA is subject to this MOI provision if the item received by the Contractor for repair is missing one or more SRAs and the SRA is not a separately inducted item. Contractor replacement of MOI SRAs is not included in the contract price. Items received by the Contractor missing consumable parts are not MOI items. Rather, repair of such items and replacement of the missing consumable parts are included in the contract price and the item shall be inducted and repaired by the Contractor under this contract.

**1.5.2** Procedures. The Contractor shall immediately notify DCMA when an item is received with MOI SRA(s) and shall obtain written verification from DCMA for all WRAs determined to have MOI SRA(s). The Contractor shall provide written notice of all such determinations, including identification of the missing SRA(s), and the DCMA written verification, to the IM with a copy to the PCO and ACO prior to induction and/or repair of the WRA. The Contractor shall not proceed with repair of WRAs with MOI SRAs until instructions on how to proceed are provided to the Contractor.

**1.5.3** The following additional procedures may apply, if authorized, for the replacement of a MOI SRA within a WRA. The Contractor may request authorization to:

Ship in place an accepted item from an existing spares or repair BOA/contract, if any, or MILSTRIP the SRA(s),

Authorization to ship in place or MILSTRIP must be provided by the IM in writing to the Contractor and must be appropriately documented in accordance with Section III.I.2.b of the WEB-BASED COMMERCIAL ASSET VISIBILITY (WEBCAV) STATEMENT OF WORK. If either of these options is not authorized, the Contractor shall contact the PCO for further instructions.

## **1.6 Swapping SRAs**

**1.6.1 Scope.** On rare occasions the Contractor may request authority to replace a failed but repairable SRA (within an inducted WRA) that is not BPR, BER or MOI.

**1.6.2 Procedures.** The Contractor may request authorization to replace the failed SRA unit from the Contractor's production line, by MILSTRIP for an RFI item from Government stock, or with another repairable WRA, i.e. cannibalization. Permission from the PCO must be obtained and an equitable adjustment may be required. Authorization to ship in place from the Contractor's production line or MILSTRIP must be appropriately documented in accordance with Section III.I.2.c of the WEB-BASED COMMERCIAL ASSET VISIBILITY (WEBCAV) STATEMENT OF WORK. Although permission from the PCO is required if the SRA is obtained from another repairable WRA (cannibalized), that transaction does not have to be input into CAV.

## **1.7 Over and Above Repair (OAR).**

**1.7.1 Scope.** An item sent to the Contractor shall be considered to require Over and Above Repair (OAR) effort if the repair required is highly unusual, not the type of repair that would be anticipated as a result of normal Navy operation of the item and is not included in the contract pricing due to the nature or scope of the repair needed for that particular item. Therefore, repair of OAR items may be subject to equitable adjustment.

**1.7.2 Procedures.** To the maximum extent possible, OAR shall be identified by the Contractor as part of the price proposal. If this is an undefinitized contract action, the Contractor shall identify OAR with the submission of the proposed ceiling price.

**1.7.3** The Contractor shall obtain written concurrence from DCMA for all units determined by the Contractor to require OAR effort. All such OAR determinations, including the basis for the determination, the repair required, the proposed price to repair and the DCMA written concurrence, shall be provided by the Contractor to the PCO prior to undertaking repair of the item. After receipt of the required documentation, the PCO shall provide the Contractor disposition instructions or contractual authority for repair of the item. Any disposal ordered shall be performed by the Contractor in accordance with all applicable regulations and the Contractor's approved Government property disposal procedures.

## **2.0 PARTS AND MATERIAL**

**2.1 General.** The Contractor is responsible for supplying all parts and material necessary to perform the required repairs under this contract unless parts or material are specifically identified on Attachment G as Government Furnished Material (GFM). All parts and material used in performance of this contract shall be in accordance with the latest approved revision of applicable drawings and specifications. The Contractor shall ensure it has access for the duration of this BOA/contract to updated drawings and specifications for parts and material required for repairs performed under this contract. Any change to such parts/material drawings or specifications requires Government approval in accordance with the Configuration Management provisions of this contract.

**2.2** All parts and material shall be new in accordance with FAR 52.211-5, Material Requirements, which is incorporated by reference herein. Authorization to use other than new material as defined by FAR 52.211-5 requires written approval from the PCO. In addition, cannibalization of piece parts must be approved by the PCO. Cannibalization of units that have not been inducted is not typically authorized and requires specific additional approval by the PCO. Cannibalization or swapping, including any actions authorized under paragraphs 1.4, 1.5 and 1.6, shall not render an item BER or BPR.

**2.3** Written approval from the PCO must be obtained prior to any change to the manufacturing source or manufacturing facility for all parts which require source approval. However, a Contractor who has been delegated authority by the Naval Air Systems Command in writing to approve a change in manufacturing source or a manufacturing facility may implement such a change after notifying the PCO.

**2.3.1** Where there has been a change to a manufacturing source, the Contractor shall complete all qualification testing that was required when that item or component was originally qualified. Any changes in such testing shall be submitted to the Contracting Officer for Government review and approval. Any repairs performed using unapproved changes to such drawings, specifications or manufacturing source or facility are done at the Contractor's own risk. The Contractor is not authorized to deliver any items until such testing (including revised testing as properly approved) has been completed and the delivered items are repaired/manufactured in accordance with the qualification requirements package.

**2.3.2** The Contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a requested change to the drawings, specifications or manufacturing source or facility.

2.4 Purchased Material Control and Parts Control. The Contractor shall establish and maintain a system of control over purchased parts and material. Such controls shall, at a minimum, assure that the parts and material purchased are in compliance with the requirements of this contract.

2.5 Receiving Inspection of Purchased Parts and Material. Purchased parts and material shall be inspected by the Contractor upon receipt at the Contractor’s facility to assure conformance with all requirements of the applicable drawings and specifications. Alternatively, the Contractor shall submit, prior to contract award, evidence for Government review and approval of a purchased parts and material system which provides for adequate inspection to assure parts and material conform with all requirements of the applicable drawings and specifications.

2.5.1 Evidence of such inspections shall be maintained by the Contractor or Subcontractor for Government review at least twelve (12) months following the conclusion of the contract. The inspection report shall, at a minimum, include a record of all dimensional data (coordinate/positional), material, finish, and processes with appropriate pass/fail criteria, such as certifications, and actual dimensional readings.

3.0 Inspection Provisions. Government inspection shall be in accordance with FAR 52.246-2, Inspection of Supplies - Fixed-Price referenced in Section E, at source by DCMA unless otherwise specified in the contract or as authorized by the Administrative Contracting Officer (ACO) or PCO. Acceptance testing shall be conducted under the surveillance of the DCMA QAR. These tests shall include all tests necessary to assure that the items repaired conform to the performance required to provide Ready For-Issue material. The DCMA retains the authority to require the Contractor to conduct or reconduct any tests deemed necessary to ensure compliance with the manuals, drawings and specifications applicable to this contract.

**C03 - DFARS 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)**

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

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

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

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

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

#### **C04 — NAVSUPWSSCA05 CONFIGURATION MANAGEMENT (OCT 2004)**

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

#### **(b) Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

**(c) Configuration Management/ECPs**

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

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

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

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

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

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

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

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

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

**(d) Configuration Management/Deviations**

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

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

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

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

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

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

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

**SECTION D - PACKAGING AND MARKING****D01 - DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)**

(a) Definitions. As used in this clause—

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

“Concatenated unique item identifier” means—

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

“Data matrix” means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) 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](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/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm> under “Register.”

“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](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

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

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

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

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

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

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

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

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

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

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

(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.

#### **D02 - DFARS 252. 211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (SEP 2011)**

This clause is incorporated by reference with the same force and effect as if it were given in full text. The clause is applicable 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.

#### **D03 - NAVSUPWSSDA06 ITEM MARKING REQUIREMENTS (JUN 2006)**

This clause is incorporated by reference with the same force and effect as if it were given in full text. Item Marking Requirements and methods for identification of Items of Military Property Produced, Stocked, Stored, and Issued by or for the Department of Defense (DoD) shall be in accordance with MIL-STD-130 REV M.

#### **D04 – NAVSUPWSSDA07 PRESERVATION, PACKAGING, PACKING AND MARKING (July 2014)**

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

#### **1. PRESERVATION REQUIREMENTS**

a. SYSTEM STOCK SHIPMENTS - The contractor shall preserve all items intended to enter the military distribution system (stock) in accordance with the MIL-STD-2073-1E, “Standard Practice for Military Packaging”, Packaging Requirements Code specified in the Schedule. When a Specialized Preservation Code/Method of Preservation (MOP) (Table J-Ia) is specified, and one

or more of the following packaging fields (WM, CUD, CT, UC) value is a 00 (numeric), the Specialized Preservation/MOP procedure and materials takes precedence. Disregard “HM” and “LP” fields and replace “SPMK 99” with “00” (numeric). Contractor can access <https://tarp.navsisa.navy.mil> for code interpretation.

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

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

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

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

Domestic Shipments (CONUS):	Level B
Overseas Shipments (OCONUS) (including Navy ships at sea):	
Via air, FPO, APO	Level B
Via freight forwarder	Level B
Via surface	Level A

3. MARKING REQUIREMENTS - All unit, intermediate and shipping containers shall be marked in accordance with MIL-STD-129R. In addition, the following specific requirements apply:

- a. ADDITIONAL MARKING FOR SPARES ONLY – Each MIL-STD-129R label shall also include the following:
  - 1) Supplementary Procurement Instrument Identification Number (SPIIN) – the 4-digit order number that follows the basic BOA or long-term contract number (e.g. 0001, A001, 5001, 7001, etc.),
  - 2) Contract Line Item Number (CLIN) – the 4-digit individual line item number (e.g. 0001, 0002, etc.), and
  - 3) SubCLIN – the 6-digit sub line item number (e.g. 0001AA, 0001AB, 0002AA, 0002AB, etc.).

b. 2D BAR CODE MILITARY SHIPPING LABEL (MSL) – 2D bar code requirements in accordance with MIL-STD-129R, Paragraph 5.2.2.6

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

d. DEPOT LEVEL REPAIRABLE (DLR) LABELS

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

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

2) Labels 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 storage activities, and do not impose any requirements on the contractor. The contractor shall use the applicable shelf-life paragraphs and table in MIL-STD-129R to apply either Type I or Type II shelf-life markings for an item's unit, intermediate and shipping containers. Contractors will ensure that at least eighty-five percent (85%) of the Navy shelf-life requirement is remaining when received by the first government activity.

#### 7. REUSABLE NSN CONTAINERS

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

##### a. REUSABLE CONTAINERS FOR NAVSUP WEAPON SYSTEMS SUPPORT, MECHANICSBURG SITE, MARITIME REQUIREMENTS

Reusable NSN containers for maritime material (designated by a Cognizance Code of "7E", "7G" and "7H") shall be provided as contractor-furnished material (CFM). Source lists of possible container manufacturers may be obtained by contacting 215-697-5842.

##### b. REUSABLE CONTAINERS FOR NAVSUP WEAPON SYSTEMS SUPPORT, PHILADELPHIA SITE, AVIATION REQUIREMENTS

Reusable NSN containers (excluding wood and fiberboard) for aviation material (designated by a Cognizance Code of "7R", "6K" or "0R") shall be provided as government-furnished material (GFM). Fast pack containers illl not be provided as GFM. To obtain GFM reusable containers, the contractor must first obtain a Container Request Form either from <https://tarp.navsisa.navy.mil/containerrequest> or by contacting 215-697-5842, then fax the completed form to 215-697-1405/3850 at least 90 days prior to the anticipated shipping date (monthly for repair contracts). If the Navy's Container Management Area (CMA) informs the contractor that containers are unavailable, the following alternate packaging requirements apply. The unavailability of reusable containers shall not be an excusable delivery delay. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

#### ALTERNATE PACKAGING REQUIREMENTS FOR ITEMS ASSIGNED THE FOLLOWING CONTAINERS

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

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

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

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

#### 9. MATERIAL SAFETY DATA SHEETS

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

**SECTION E - INSPECTION AND ACCEPTANCE****E01 - FAR 52.246-2 (IBR) INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)**

The clause of the Federal Acquisition regulation set forth at FAR 52.246-2 is hereby incorporated by reference with the same force and effect as if set forth in full.

- ( ) Alternate I (JUL 1985) applies when a fixed-price incentive contract is contemplated
- ( ) Alternate II (JUL 1985) applies when a fixed-ceiling-price contract with retroactive price redetermination is contemplated

**E02 - NAVSUPWSSEA03 - HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**

(a) In accordance with FAR Clause 52.246-11, the contractor shall comply with one of the following Quality Management Systems listed below by checking the appropriate block or propose an equivalent system by checking the "Other" block:

- ( ) ISO 9001 Quality Management Systems - Requirements
- ( ) SAE AS9100 Quality Management Systems - Aerospace Requirements
- ( ) OTHER (Specify) \_\_\_\_\_

NOTE: When the "OTHER" block is selected, please identify the industry, military, or international Quality Management System that you intend to use. Your proposed system will be reviewed and assessed for suitability and equivalency.

(b) Measuring and Test Equipment - The contractor shall comply with one of the following Calibration Standards listed below by checking the appropriate block or propose an equivalent standard by checking the "Other" block:

- ( ) NCSL Z540.3 Requirements for Calibration of Measuring and Test Equipment
- ( ) ISO 10012 Requirements for Measurement Processes and Measuring Equipment
- ( ) OTHER (Specify) \_\_\_\_\_

NOTE: When the "OTHER" block is selected, please identify the industry, military, or international Calibration Standard that you intend to use. Your proposed standard will be reviewed and assessed for suitability and equivalency.

(c) The contractor shall use and be compliant with the revision of the applicable Quality Management System and Calibration Standard in effect at time of the offeror's latest proposal submission.

**E03 - FAR 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)**

The clause of the Federal Acquisition Regulation set forth at FAR 52.246-16, is hereby incorporated by reference with the same force and effect as if it set forth in full.

**E04 - INSPECTION AND ACCEPTANCE AT ORIGIN (REPAIRABLE ASSEMBLIES)**

Inspection and acceptance of the articles or services to be furnished hereunder shall be made by the cognizant government inspector at the contractor's or subcontractor's plant.

**E05 - INSPECTION AND ACCEPTANCE AT DESTINATION (REPORTS)**

Final inspection and acceptance shall be made at the destination specified herein of the following:

**WEBCAV**

Except as otherwise specified in the order for WEBCAV reporting, inspection and acceptance of Transaction Item Reporting Services furnished pursuant to orders issued under this agreement shall be made by the NAVSUP Weapon Systems Support, 700 Robbins Avenue, Philadelphia, PA 19111- 5098, Attn: Code 01532.

**SECTION F - DELIVERIES OR PERFORMANCE****F01 - FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: See full list at the end of the Table of Contents

**F.O.B. ORIGIN**

<u>Clause Number</u>	<u>Clause Title</u>	<u>Clause Date</u>
FAR 52.211-17	Delivery of Excess Quantities	SEP 1989
FAR 52.242-15	Stop-Work Order	AUG 1989
FAR 52.242-17	Government Delay of Work	APR 1984
FAR 52.247-29	F.O.B. Origin	FEB 2006
FAR 52.247-30	F.O.B. Origin - Contractor's Facility	FEB 2006
FAR 52.247-55	F.O.B. Point for Delivery of Government Furnished Property	JUN 2003
FAR 52.247-58	Loading, Blocking, and Bracing of Freight Car Shipments	APR 1984
FAR 52.247-59	F.O.B. Origin - Carload and Truckload Shipments	APR 1984
FAR 52.247-61	F.O.B. Origin - Minimum Size of Shipments	APR 1984
FAR 52.247-65	F.o.b. Origin, Prepaid Freight -- Small Package Shipments	JAN 1991

**F02 - PLACE OF DELIVERY****FOB ORIGIN (Repair & Repair Parts)**

- A. Subject to the provisions of the clause hereof entitled FOB Origin (FAR 52.247-29), the articles to be furnished shall be delivered FOB Origin at the plant or plants where the articles will be offered for acceptance.
- B. Shipment will be made at Government expense to the destinations specified herein. The method of shipment will be specified by the cognizant Government Inspector when the articles are ready for shipment.
- C. Repair/Modification effort: Unless otherwise directed by NAVSUP WSS, shipment of assemblies repaired or modified shall ordinarily be shipped to as specified in each Delivery Order, by most appropriate means. If directed by NAVSUP WSS, the contractor shall ship repaired assemblies to designated operating sites.
- D. The Government shall have the right to change the destinations specified herein. Any adjustment in contract price at time of delivery due to resulting changes in packing or marking shall be subject to FAR 52.243-1 of this contract entitled "Changes-Fixed Price".
- E. If this solicitation is an Invitation for Bids, bidders are advised that a bid submitted on a basis other than FOB Origin may be rejected as nonresponsive. If this solicitation is a Request for Proposals or a Request for Quotation, offers are cautioned that an offer submitted on a basis other than FOB Origin may not be considered for award.

**F03 - TIME OF DELIVERY**

- (A) The Government desires that delivery be made in accordance with the delivery schedule set forth below. If the offeror is unable to make delivery in accordance with this schedule, it shall set forth in its proposal the earliest delivery with which it can comply and the reason(s) why the Government's desired schedule cannot be met. Submission of such an alternate schedule will not prejudice the evaluation of that offer.
- (B) If this solicitation is an RFP, then the offeror's failure to take exception to the Government's desired delivery schedule set forth below shall cause this schedule to become the required contract delivery schedule in the event the offeror is awarded the contract.
- (C) Attention is directed to the contract award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the **actual date of award**, rather than the date the written notice of award is received from the contracting officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the contractor's date of receipt of the contract or notice of award by adding five (5) days for delivery of the award through the

ordinary mails. If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

**Deliveries for items repaired/modified hereunder shall be made within the Repair Turn Around Time (RTAT) set forth below. RTAT is expressed in the number of days from induction of the failed assembly at the contractor’s plant to acceptance by the Government of the same “repaired” assembly. Note, the contractor is required to make inductions immediately upon receipt if there is an open delivery order for that particular assembly.**

<u>Item</u>	<u>Repair Turn Around Time</u>
See Attachment “A”	See Attachment “A”

**Please Note:**

1. Contractor shall complete CAVS “Receipt” transaction --**immediately** upon receiving the articles to be serviced.
2. Contractor is required to make inductions – **immediately** upon receipt for the items with open delivery orders for that particular assembly.
3. In the event the articles are received for which there are no open delivery orders, -- the contractor shall refer to Section B03.

Upon receipt of the delivery order, the contractor shall **immediately** induct the articles.

(a) **Transaction Item Reporting CAVS Effort:** Delivery of performance shall be on a daily basis (excluding weekends and holidays) as required by the occurrence of the events identified in Section B02.

**F04 - NAVSUPWSSFA06 FMS DELIVERY AND SHIPPING INSTRUCTIONS (MAR 2004)**

Material to be delivered FOB Origin at or near contractor's plant in the manner specified below. Use of Agency Official Indicia mail by contractors is not authorized. Quantities will not be divided into mailable lots for the express purpose of avoiding movement by other modes of transportation.

Consignment instructions provided herein are subject to change. In order to obtain the most current "Ship To" and "Mark For" information, the contractor is required to contact the cognizant DCMA Transportation Office ten days prior to shipment.

**MATERIAL/TRANSPORTATION DATA:**

If shipment qualifies as a small parcel under current specifications, ship via a Mode 5 small parcel carrier within the Continental United States (CONUS). Contractor will add prepaid transportation charges as a separate item on the invoice for reimbursement purposes.

If shipment does not qualify as a small parcel (Mode 5) shipment, ship to the Freight Forwarder on a collect commercial Bill of Lading.

International FMS Parcel Post (PP) shipments destined for the Government of Canada will be made via "Certificate of Mailing" using United States Postal Service (USPS) Form 3817, 3877 or 3877A.

If an X appears in the following parentheses ( ), ship on a Prepaid Commercial Bill of Lading (CBL). Request transportation instructions from the cognizant DCMA transportation Office. Transportation Account Code (TAC) ( ) applies.

**SPECIAL MARKINGS:**

For record accounting identification purposes, the Document Number, National Stock Number (NSN), and Supplementary Address, which appear under each line item(s) subclin, must be referenced in all Contracts, Invoices, Shipping, Inspection, and Financial Documents.

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 For FMS shipments only, regardless of size, the shipper shall bar code and apply the below listed identification with the appropriate bar coding format as specified in the MILSTD-129-P (disregarding 4.4.1.2) based on the packaging standard used.

The Bar Code Lines should read as shown below.

(NOTE: The 14-15 position Requisition Number, which can be found under each line item(s) subclin, shall be bar coded vice the Contract number.)

Bar Code Line 1:  
 National Stock Number (NSN) or CAGE and Part Number (if no NSN)

Bar Code Line 2:

Requisition Number(s) (be sure to include each Requisition Number in the multi-pack)

Bar Code Line 3:

Unit of Issue, Quantity, Unit Price, Supplementary Address

The information to be bar coded is reflected in the DD250 as follows:

Block 13Supplementary Address (6 position alphanumeric code)

Block 16National Stock Number (NSN) or CAGE/Part Number

Block 17Quantity

Block 18Unit (of Issue)

Block 19Unit Price

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**DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORTS (DD250)  
AND BILLS OF LADING**

- (1) Attach four (4) copies of DD250 in waterproof envelope outside of shipping container.
- (2) Forward two (2) copies of DD250 annotated by carrier as proof of shipment to NAVSUP WSS Philadelphia, 700 Robbins Avenue, Philadelphia, PA 19111, Code 754, at the time of shipment.
- (3) Forward three (3) copies of DD250 to designated Freight Forwarder.
- (4) Where NAVSUP WSS Philadelphia is the status control activity, forward two (2) copies of DD250 to the attention of NAVSUP WSS Philadelphia Code 0142. Where the status control activity is other than NAVSUP WSS Philadelphia, forward one (1) copy of DD250 to NAVSUP WSS Philadelphia Code 0142 and one (1) copy of DD250 to the status control activity.
- (5) Forward one (1) copy of DD250 to NAVSUP WSS Philadelphia Code P75( )

**F05 - NAVSUPWSSFA09 REDISTRIBUTION ORDER/READY FOR ISSUE – NAVY TRANSPORTATION – CAV  
DIRECT SHIP (SEP 2010)**

1. NAVSUP WSS has contracted with the Navy's Transportation Organization, Advanced Traceability and Control (ATAC), for delivery and pickup of Government-owned assets as specified herein. ATAC will send a subcontracted transporter (i.e. Federal Express, Miramar) to both deliver and pick up material at the repair facility.
2. Repairable assets covered by the Government and Contractor agreement (i.e. Basic Ordering Agreement and/or Long-Term Contract and/or Contract and/or Purchase Order) and delivered to your facility will include any Depot Level Repairable (DLR) in any condition. Upon receipt of material, the contractor is to 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 the material being shipped to the repair facility. Any discrepancies in quantity or NIIN must be reported in accordance with the most current Commercial Asset Visibility (CAV) Statement of Work (SOW).
3. Assets to be picked up from your facility will include DLRs in any of the following conditions:
  - a. Units that have been repaired and are Ready for Issue ("A" condition)
  - b. Units that have been determined Beyond Repair or Beyond Economical Repair ("H" condition)
  - c. Units that are not authorized for repair – Not Ready for Issue ("F" condition)
  - d. Units that have been misidentified or misdirected to the facility ("J" condition)
4. If the asset is determined to be Beyond Repair (BR) or Beyond Economical Repair (BER), the PCO will direct, via modification, disposition of the asset. Both BR/BER and repaired "A" condition assets shall be prepared using the following criteria:
  - a. Contact the Government Quality Assurance Representative (QAR) to schedule an on-site visit for inspection/acceptance of the material including signature of the DD250, which is required for payment purposes.
  - b. Affix two copies of the DD Form 1348-1A to the outside of the shipment container and place one copy inside the container. Units ready for shipment must be either single packed or packed in multiple quantities of the same NIIN to the same destination. Different NIINs shall NOT be packaged together. DO NOT INCLUDE A COPY OF THE DD FORM 250 WITH THE MATERIAL TO BE SHIPPED.

c. Upon completion of the QAR inspection, The CAV Reporter shall input the shipment transaction into the CAV system. The shipment transaction will automatically trigger the pick-up order to the ATAC transportation carrier. There will be 3 additional fields to enter on the CAV shipment screen – Weight of the shipment, Dimensions of the shipment, and Pickup UIC/DODAAC.

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

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

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

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

c. Upon completion of the QAR inspection, the CAV Reporter shall input the shipment transaction into the CAV system. The shipment transaction will automatically trigger the pick-up order to the ATAC transportation carrier. There will be 3 additional fields to enter on the CAV shipment screen – Weight of the shipment, Dimensions of the shipment, and Pickup UIC/DODAAC.

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

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

7. FOR EMERGENCY SHIPMENTS, defined as shipments that must leave your facility prior to the next ATAC pickup, the contractor shall contact the QAR and transmit the shipment via CAV. The repair facility shall also contact the ATAC shipping office between the hours of 7:00 a.m. and 4:30 p.m. Pacific Standard Time (PST) at one of the following phone numbers 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 repair facility must have the following information available to provide to the ATAC office:

Shipment Document Number
Pieces (number of boxes)
Weight
Dimensions (L, W, H)
Pickup Location/Address
Destination Location/Address

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

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

9. MATERIAL RETURNS

a. “A” CONDITION MATERIAL (Direct Ship) shall be shipped-in-place at the contractor’s repair facility and retained for a 24-hour period in the event an end-use backorder must be filled with the repaired asset(s). If within this 24-hour period the CAV Requisition Inbox shows that a requisition has been posted, then the repaired unit is to be shipped directly to the end user or requisitioner. The contractor is to contact the DCMA transportation office for the specific address.

If no backorder requisition is received within the 24-hour period, then the shipment shall be redirected to the default storage location specified in the basic contract document (i.e. Basic Ordering Agreement and/or Long-Term Contract and/or Contract and/or Purchase Order).

If the basic contract document contains one or both of the Defense Distribution Depots (DDD) listed below as the storage location(s) of record, then the contractor is to follow the shipping directions shown below.

East Coast: W25G1U  
W1BG DDD Susquehanna, DDSP New Cumberland Facility,  
2001 Normandy Drive, Door 113 to 134  
New Cumberland, PA 17070-5002

West Coast: W62G2T  
W1BG DLA Distribution  
25600 South Chrisman Road, Rec. Whse. 57  
Tracy, CA 95304-5000.

If the shipment is a quantity of one (1) each, the contractor shall ship this repaired unit to the East Coast DDD. If the shipment is for a quantity larger than one (1) each, the contractor shall divided it evenly between the East Coast and West Coast DDDs. In the event the shipment is for an odd number, the odd "A" condition item shall be redirected to the East Coast DDD.

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

(i). MARK FOR: NAVSUP WSS DIRECTED RETURN FOR 'F' CONDITION STOCK. DO NOT PROCESS THROUGH ATAC/HUB

(ii). Consignment Addresses are available electronically at:  
<https://www.daas.dla.mil/daasinq/>  
SW3117 – DD Norfolk, VASW3205 – DD San Diego, CA

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

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

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

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

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

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

(ii). Consignment Addresses are available electronically at:  
<https://www.daas.dla.mil/daasinq/>  
SW3117 – DD Norfolk, VASW3205 – DD San Diego, CA

**SECTION G - CONTRACT ADMINISTRATION**

**G01 - CONTRACT ADMINISTRATION**

(a) Responsibility for performance of contract administration functional areas applicable to this contract is hereby delegated and assigned to **Defense Contract Management Command** except the authority to negotiate prices and execute priced exhibits for unpriced orders issued under this contract (unless specifically delegated in an individual order) and Class I nonconforming supplies.

(b) Authority is hereby delegated to the contract administration office to issue “No Cost” reconsignment directions to the contractor pursuant to requests made by the contracting activity.

**G02 - DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**

(a) DEFINITIONS. As used in this clause—

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

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) ELECTRONIC INVOICING. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF ACCESS. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

(e) WAWF METHODS OF DOCUMENT SUBMISSION. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF PAYMENT INSTRUCTIONS. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

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

**Invoice and Receiving Report (Combo) Type**

NOTE: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

**Source**

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

ROUTING DATA TABLE\*

FIELD NAME IN WAWF	DATA TO BE ENTERED IN WAWF
Pay Official DoDAAC:	HQ0339
Issue By DoDAAC:	N00383
Admin DoDAAC:	S4804A

Inspect By DoDAAC:	S4808A
Ship To Code:	TBD
Ship From Code:	Q95376
Mark For Code:	
Service Approver (DoDAAC) :	
Service Acceptor (DoDAAC) :	Q95376
Accept at Other DoDAAC:	
LPO DoDAAC:	
DCAA Auditor DoDAAC:	
Other DoDAAC(s) :	

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple Ship To/Acceptance locations apply, or “Not applicable.”)

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

(5) WAWF EMAIL NOTIFICATIONS. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.  
Not Applicable

(g) WAWF POINT OF CONTACT.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

Shirley Young, Code 0252.07, at 717-605-1134, or via [shirley.young@navy.mil](mailto:shirley.young@navy.mil)

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

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H01-NAVSUPWSSHA01LN- Quality Assurance Representative (QAR)**

The contractor shall provide to the Quality Assurance Representative (QAR) the following documents which will be obtained by the QAR before signing for acceptance in WAWF DD250 Receiving Report: (The QAR will validate the contract number, delivery order number, CLIN, shipping location, National Stock Numbers, Condition Code, Serial number as applicable and quantities.)

For Dispatch (non-CAV) reporters, the contractor shall provide to the QAR as an attachment to the WAWF documentation and/or in print the ATAC Request Form (This is also required for assets determined BR or BER). The Contractor shall contact the ATAC Dispatcher to ship the asset(s) and report asset(s) BR or BER.

For CAV reporters, the contractor shall provide to the QAR as an attachment to the WAWF documentation and/or in print the CAV Material Movement Document (MMD) (This is also required for assets determined BR or BER).

**H02 - NAVSUPWSSHA21 NOTICE OF ASSIGNMENT (MAR 2000)**

When a contract is to be assigned pursuant to the FAR 52.232-23 Assignment of Claims Clause Incorporated by Reference in Section I Contract Clauses of this document, the assignee shall forward a true copy of the instrument of assignment, (i.e., a certified duplicate or photostat copy of the original assignment), and an original and three (3) copies of the Notice of Assignment:

- A. To the Administrative Contracting Officer (ACO) located at the contract administration office specified herein,
- B. To the surety or sureties, if any, on any bond applicable to the contract, and
- C. To the Disbursing Officer designated in the contract to make payment.

**H03 - NAVSUPWSSHA16 OPTION TO EXTEND EFFECTIVE PERIOD OF CONTRACT (DEC 2001)**

This solicitation anticipates award of a contract for a period of :

**One (1) Year** Base Years with **two (2)** successive twelve (12) month Option(s).

Exercise of the Option(s), at the prices specified in the contract is a unilateral determination made at the discretion of the Government. Notice of the Government's intention to exercise its Option shall be provided by issuance of a modification to this contract prior to the current expiration date of the contract.

**H04 - NAVSUPWSSHA18 CONTRACT SECURITY CLASSIFICATION SPECIFICATION (OCT 2002)**

This Section and FAR 52.204-2 "Security Requirements" shall apply to an Order under this contract only when the DD Form 254 is attached thereto as part of the contract requirements, at which time FAR 52.204-2 shall be considered Incorporated by Reference in Section I Contract Clauses of this document.

The contractor shall, upon completion of final delivery hereunder, promptly so notify the Contracting Officer in writing and shall request a final military security requirements checklist (DD254). Such request shall be submitted to the Contracting Officer via the cognizant government inspector.

**PART II CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I01 - FAR 52.252-2 CONTRACT CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: See full list at the end of the Table of Contents

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252.247-7024	Notification of Transportation of Supplies by Sea	MAR 2000

## **102 - WARRANTY FOR OVERHAUL AND REPAIR**

(A) Notwithstanding inspection and acceptance by the government of articles or services furnished under this contract or any provision of this contract concerning the conclusiveness thereof, the contractor warrants that at the time of delivery:

(1) Any part furnished or work done under this contract will be free from defects in material and workmanship and will conform with the specifications and all other requirements of this contract, and

(2) The preservation, packaging, pack, and marking and the preparation for, and method of, shipment of any repaired or overhauled article will conform with the requirements of this contract.

(B) Within one year after the delivery of any article repaired or overhauled under this contract, written notice may be given by the government to the contractor of any breach of the warranties in paragraph (A) of this clause as to such article. Within a reasonable time after such notice, the contracting officer shall advise the contractor either (1) that the contractor shall correct or reperform any defective or nonconforming services and replace any defective or nonconforming parts, or (2) that the government does not require correction or reperformance of services or replacement of parts. If the contractor is required to correct or reperform services or replace parts, it shall be at no cost to the government. If the contractor fails or refuses to correct or reperform services or to replace parts, the contracting officer may, by contract or otherwise, correct or replace with similar services and parts and charge to the contractor the cost occasioned to the government thereby or obtain an equitable adjustment in the contract price.

If the government does not require correction or reperformance of services or replacement of parts, the contracting officer shall make an equitable adjustment in the contract price. Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the disputes clause of this contract.

(C) When return, correction, or replacement is required, transportation charges and responsibility for such articles or part thereof while in transit shall be borne by the contractor. However, the contractor's liability for such transportation charges shall not exceed any amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the contractor's plant, and return.

(D) In lieu of the warranty marking labels contained in MIL-STD-129, the following warranty label shall be used:

Warranted at time of delivery, notification of breach of warranty required within 1 year of actual delivery under this contract. Actual deliveries may differ from scheduled deliveries. Scheduled deliver date: \_\_\_\_\_

OR

Warranted at time of delivery, notification or breach of warranty required. Required within 1 year of delivery under this contract. Delivery date: \_\_\_\_\_

(E) Any articles or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all provisions of this clause to the same extent as items initially delivered. The warranty with respect to such articles or parts thereof shall be at time of delivery, and any notice of breach of warranty shall be give in accordance with paragraph (B) above.

(F) All implied warranties of merchantability and fitness for a particular purpose are hereby excluded from any obligation contained in this contract.

(G) The rights and remedies of the government provided in this clause are in addition to and do not limit any rights afforded to the government by any other clause of this contract.

### **103 – FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)**

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

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

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

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

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

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information

on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

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

(d)

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

(i) In the Contractor's preceding fiscal year, the Contractor received—

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

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

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

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first tier subcontract. (The Contractor shall follow the instruction at <http://www.fsrs.gov> to report the data.)

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

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually

thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <https://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

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

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

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

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

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

(g)

(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

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

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

#### **104 – FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

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

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

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

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

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

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

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

#### **105 - FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing;

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

#### **106 - FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

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

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts—
  - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
  - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards> .

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 336413 assigned to contract number \_\_\_\_\_. [*Contractor to sign and date and insert authorized signer's name and title*].

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

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

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

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

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

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

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

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

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

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

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

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

(f) Subcontracts.

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

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

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

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

#### **I08 - FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

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

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

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

#### Warning

Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

#### **I09 - FAR 52.244-2 SUBCONTRACTS (OCT 2010)**

(a) Definitions. As used in this clause-

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

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

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

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

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

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

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

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

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

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

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

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

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**I10 - FAR 52.245-1(1BR) GOVERNMENT PROPERTY (APR 2012)**

**I11 - DFARS 252.219-7003D SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (OCT 2014)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Alternate I (OCT 2014)**

As prescribed in 219.708(b)(1)(A)(2), substitute the following paragraph (f)(1) (i) for (f)(1)(i) in the basic clause:

(f)(1) (i) The Standard Form 294 Subcontracting Report for Individual Contracts shall be submitted in accordance with the instructions on that form; paragraph (f)(2)(i) is inapplicable.

**I12 - DFARS 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)**

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to—

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force), contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

**I13 - DPAP 252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY (DEVIATION 2014 O0008) (FEB 2014)**

NOTE: This clause applies ONLY to solicitations and contracts awarded on or before December 31, 2018, with an estimated value in excess of \$50,000, that are being, or will be, performed in the U.S. Central Command (USCENTCOM), United States European Command (USEUCOM), United States Africa Command (USAFRICOM), United States Southern Command (USSOUTHCOM), or United States Pacific Command (USPACOM) theaters of operations.

(a) The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed in “NDAA FY2012 Section 841/FY2014 Section 831 Identified Entities” list posted at <http://www.acq.osd.mil/dpap/pacc/cc/policy.html>.

(c) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over \$50,000.

**I14- 252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2014-O0008) (FEB 2014)**

NOTE: This clause applies ONLY to solicitations and contracts awarded prior to December 31, 2014, valued at more than \$100,000, that are to be performed in USCENTCOM.

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not—

- (1) Subject to extortion or corruption; or
- (2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.
- (b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.

**I15 - DFARS 252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2001)**

- (a) If the contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), *Limitations on Undefined Contract Actions*) to 90 percent.
- (b) If the contractor is a small disadvantaged business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), *Limitations on Undefined Contract Actions*) to 95 percent.

**I16 - NAVSUP 5252.227-9400 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (GIDEP) (JAN 1999)**

- (a) The contractor shall establish and maintain procedures to enable their full participation in the Government-Industry Data Exchange Program (GIDEP), in accordance with the latest revision of S0300-BU-GYD-010. Compliance with this clause shall not relieve the contractor from complying with any other performance requirements of the contract.
- (b) The contractor shall review and maintain status of GIDEP failure experience and Diminishing Manufacturing Source and Materials Shortages (DMSMS) reports. The contractor shall notify the procuring activity immediately when items of the contractors supply or support are impacted.
- (c) The contractor shall prepare GIDEP ALERTs/Problem Advisories, as appropriate, in accordance with the procedures prescribed in S0300-BT-PRO-010, GIDEP Operations Manual, Chapter 7, nonconforming materials which impact production or may have an adverse impact on space or logistics support and repair.
- (d) The contractor shall notify GIDEP of DMSMS items and materials that suppliers/vendors have declared obsolete or discontinued in accordance with S0300-BT-PRO-010, Chapter 11, that may impact production or logistics support of systems, subsystems, software or equipment.
- (e) Appropriate action and notification, as deemed necessary by the contractor, shall be taken in response to GIDEP Failure Experience and DMSMS reports electronically distributed which may impact the performance of materials procured hereunder.
- (f) The contractor shall maintain a status of GIDEP Failure Experience and DMSMS reports and the benefits accrued thereof, and shall provide an Annual Utilization Report to GIDEP, in accordance with S0300-BT-PRO-010, Chapter 5.
- (g) The contractor shall insert paragraphs (a) through (g) of this clause in all subcontracts hereunder exceeding \$500,000.

**I17 - DFARS 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).

#### **I18 DFARS 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 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.

#### **I19 FAR 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).

#### **I20 DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program)**

(a) Definitions.

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

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

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

(c) The Contractor shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **121 DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)**

(a) The Contractor is not required to flow down the terms of any Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial items at any tier under this contract, unless so specified in the particular clause.

(b) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligation.

(c) The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.

**PART III LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

- A - ITEMS TO BE REPAIRED AND/OR MODIFIED
- B - WEB-BASED COMMERCIAL ASSET VISIBILITY (WEBCAV) STATEMENT OF WORK
- C - PACKAGING INSTRUCTIONS
- D - PRICING SHEETS
- E - GOVERNMENT FURNISHED PROPERTY/SPECIAL TOOLING/SPECIAL TEST EQUIPMENT
- F - REPAIR MANUALS AND FACILITIES
- G - GOVERNMENT FURNISHED MATERIAL

**PART IV REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K01 - FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: See full list at the end of the Table of Contents

<u>CLAUSE NUMBER</u>	<u>PART I - FAR CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	SEP 2010
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN - REPRESENTATION AND CERTIFICATIONS	DEC 2012

**PART II - DFARS**

252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC 2014
252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC 2006

**K02 - 52.204-8 -- Annual Representations and Certifications (Dec 2014)**

(a)

- (1) The North American Industry classification System (NAICS) code for this acquisition is 336413.
- (2) The small business size standard is 1000.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

 (i) Paragraph (d) applies. (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following certifications are applicable as indicated by the Contracting Officer:  
[Contracting Officer check as appropriate.]
- \_\_\_ (i) 52.204-17, Ownership or Control of Offeror.
- \_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- \_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- \_\_\_ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- \_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- \_\_\_ (vi) 52.227-6, Royalty Information.
- \_\_\_ (A) Basic.
- \_\_\_ (B) Alternate I.
- \_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

**K03 - FAR 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

**OFFEROR RECOMMENDATIONS**

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**K04 – FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

#### **K05 - FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)**

Note: This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### **I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**Caution:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) **Check the appropriate box below:**

( ) (1) **CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant

ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

( ) (2) **CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.**

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

( ) (3) **CERTIFICATE OF MONETARY EXEMPTION.**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

( ) (4) **CERTIFICATE OF INTERIM EXEMPTION.** The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**Caution:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- ( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

**Caution:** An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.  YES  NO

**Alternate I (APR 1996).** As prescribed in 30.201-3(b), add the following subparagraph (c)(5) to Part I of the basic provision:

**(5) Certificate of Disclosure Statement Due Date by Educational Institution.**

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

- (i) A Disclosure Statement Filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.  
 (ii) The Disclosure Statement will be submitted within the 6-month period ending \_\_\_ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

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**K06 - FAR 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes  No

If the offeror checked "Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

**K07 - DFARS 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

- (i) [252.209-7003](#), Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.
  - (ii) [252.216-7008](#), Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
  - (iii) [252.225-7042](#), Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
  - (iv) [252.225-7049](#), Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities—Representations. Applies to solicitations for the acquisition of commercial satellite services.
  - (v) [252.225-7050](#), Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.
  - (vi) [252.229-7012](#), Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.
  - (vii) [252.229-7013](#), Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.
  - (viii) [252.247-7022](#), Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.
- (2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: *[Contracting Officer check as appropriate.]*
- \_\_\_ (i) [252.209-7002](#), Disclosure of Ownership or Control by a Foreign Government.
  - \_\_\_ (ii) [252.225-7000](#), Buy American—Balance of Payments Program Certificate.

- (iii) [252.225-7020](#), Trade Agreements Certificate.
- Use with Alternate I.
- (iv) [252.225-7031](#), Secondary Arab Boycott of Israel.
- (v) [252.225-7035](#), Buy American—Free Trade Agreements—Balance of Payments Program Certificate.
- Use with Alternate I.
- Use with Alternate II.
- Use with Alternate III.
- Use with Alternate IV.
- Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by provision number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

**K08 - DFARS 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUNE 2005)**

(a) Definitions. As used in this provision-

(1) “Effectively owned or controlled” means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror’s officers or a majority of the Offeror’s board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) “Entity controlled by a foreign government”-

(i) Means-

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government;

or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) “Foreign government” includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) “Proscribed information” means-

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror’s immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror’s Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government  
 Description of Interest, Ownership Percentage, and Identification of Foreign Government

**K09 –DPAP 252.209-7994 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-O0004) (OCTOBER 2013)**

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) 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.

**K10 - 252.215-7009 PROPOSAL ADEQUACY CHECKLIST (MAR 2013)**

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror’s checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

**PROPOSAL ADEQUACY CHECKLIST**

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
<u>GENERAL INSTRUCTIONS</u>				
1.	FAR 15.408, Table 15-2, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?		
2.	FAR 15.408, Table 15-2, Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.		
3.	FAR 15.408, Table	Does the proposal identify and explain		

	15-2, Section I Paragraph A(8)	notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?		
4.	FAR 15.408, Table 15-2, Section I, Paragraph C(1) FAR 2.101, "Cost or pricing data"	<p>Does the proposal disclose any other known activity that could materially impact the costs?</p> <p>This may include, but is not limited to, such factors as—</p> <p>(1) Vendor quotations;</p> <p>(2) Nonrecurring costs;</p> <p>(3) Information on changes in production methods and in production or purchasing volume;</p> <p>(4) Data supporting projections of business prospects and objectives and related operations costs;</p> <p>(5) Unit-cost trends such as those associated with labor efficiency;</p> <p>(6) Make-or-buy decisions;</p> <p>(7) Estimated resources to attain business goals; and</p> <p>(8) Information on management decisions that could have a significant bearing on costs.</p>		
5.	FAR 15.408, Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?		
6.	FAR 15.403-1(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)		
7.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?		
8.	FAR 15.408, Table 15-2, Section I	Does the proposal disclose the nature and amount of any contingencies included in		

	Paragraph C(2)(ii)	the proposed price?		
9.	FAR 15.408 Table 15-2, Section II, Paragraph A or B	Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?		
10.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)		
11.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?		
12.	FAR 15.408, Table 15-2, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?		
13.	FAR 15.408, Table 15-2, Section I Paragraph G	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?		
<u>COST ELEMENTS</u>				
MATERIALS AND SERVICES				
14.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.		
SUBCONTRACTS (Purchased materials or services)				
15.	DFARS 215.404-3	Has the offeror identified in the proposal those subcontractor proposals, for which		

		the contracting officer has initiated or may need to request field pricing analysis?		
16.	FAR 15.404-3(c) FAR 52.244-2	Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor’s certified cost or pricing data?		
17.	FAR 15.408, Table 15-2, Note 1;  Section II Paragraph A	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal?  If the offeror’s price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?		
<u>EXCEPTIONS TO CERTIFIED COST OR PRICING DATA</u>				
18.	FAR 52.215-20  FAR 2.101,  “commercial item”	Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20?  a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition?  b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either—  i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or  ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)?  c. For proposed commercial items “of a type”, or “evolved” or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?		

19.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a price analysis for all commercial items offered that are not available to the general public?		
20.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?		
<b>INTERORGANIZATIONAL TRANSFERS</b>				
21.	FAR 15.408, Table 15-2, Section II Paragraph A.(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?		
22.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?		
<b>DIRECT LABOR</b>				
23.	FAR 15.408, Table 15-2, Section II Paragraph B	Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.		
24.	FAR 15.408, Table 15-2, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions; (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?		
25.	FAR subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?		
<b><u>INDIRECT COSTS</u></b>				
26.	FAR 15.408, Table 15-2, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)		

<u>OTHER COSTS</u>				
27.	FAR 15.408, Table 15-2, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?		
28.	FAR 15.408, Table 15-2, Section II Paragraph E	If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2?		
29.	FAR 15.408, Table 15-2, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?		
<u>FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES</u>				
30.	FAR 15.408, Table 15-2, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)		
31.	FAR 15.408, Table 15-2, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B?		
32.	FAR 15.408, Table 15-2, Section III Paragraph C	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?		
<u>OTHER</u>				
33.	FAR 16.4	If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price?		
34.	FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?		
35.	FAR 52.232-28	If the offeror is proposing Performance-Based Payments-did the offeror comply		

		with FAR 52.232-28?		
36.	FAR 15.408(n) FAR 52.215-22 FAR 52.215-23	Excessive Pass-through Charges— Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror’s indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?		

**K11 - DFARS 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)**

(A) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(B) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual Mfg?
			Company	Address	Part No.	
(1)	(2)	(3)	(4)	(4)	(5)	(6)

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list “none.”
- (3) Use “Y” if the item is a commercial item; otherwise use “N.” If “Y” is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source’s part number for the item.
- (6) Use “Y” if the source of supply is the actual manufacturer, “N” if it is not; and “U” if unknown.

**K12 - DFARS 252.225-7000 BUY AMERICAN STATUTE—BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2012)**

(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and 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) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

- (1) For all line items subject to the Buy American and Balance of Payments Program clause of this solicitation, the offeror certifies that—
  - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
  - (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number

Country of Origin

(3) The following end products 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)

#### ALTERNATE I (DEC 2010)

As prescribed in 225.1101(1)(ii), add the terms “South Caucasus/Central and South Asian (SC/CASA) state” and “South Caucasus/Central and South Asian (SC/CASA) state end product” in paragraph (a) and replace the phrase “qualifying country end products” in paragraphs (b)(2) and (c)(2) with the phrase “qualifying country end products or SC/CASA state end products.”

#### **K13 - DFARS 252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE--SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009)**

(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.

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(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.

#### **K14 - 252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2005)**

(a) *Definitions.* “Designated country end product,” “nondesignated country end product,” “qualifying country end product,” and “U.S.-made end product” have the meanings given in the Trade Agreements 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) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless—
  - (i) There are no offers of such end products;
  - (ii) The offers of such end products are insufficient to fulfill the Government’s requirements; or
  - (iii) A national interest waiver has been granted.

(c) *Certification and identification of country of origin.*

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

<u>Line Item Number</u>	<u>Country of Origin</u>
_____	_____
_____	_____
_____	_____

**\*\*NOTE – ACQUISITIONS OF ITEM NUM A001 DESIGNATED IN THE ATTACHMENT A IS COVERED BY TRADE AGREEMENTS IF THE VALUE OF THE ACQUISITION IS AT OR ABOVE THE APPLICABLE TRADE AGREEMENT THRESHOLD AND NO EXCEPTION APPLIES.**

**K15 - DFARS 252.225-7035 BUY AMERICAN--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))

#### ALTERNATE I (OCT 2013)

As prescribed in [225.1101](#)(9)(ii), substitute the phrase “Canadian end product” for the phrases “Bahrainian end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Moroccan end product,” “Panamanian end product,” and “Peruvian end products” in paragraph (a) of the basic provision; substitute the phrase “Canadian end products” for the phrase “Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products” in paragraphs (b)(2) and (c)(2)(ii) of the basic provision; and delete the phrase “Australian or” from paragraph (c)(2)(i) of the basic provision.

#### ALTERNATE II (NOV 2012)

As prescribed in [225.1101](#)(9)(iii), add the terms “South Caucasus/Central and South Asian (SC/CASA) state” and “South Caucasus/Central and South Asian (SC/CASA) state end product” in paragraph (a) and substitute the following paragraphs (b)(2) and (c)(2)(i) for paragraphs (b)(2) and (c)(2)(i) of the basic clause.

(b)(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products, SC/CASA state 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)(2)(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) or SC/CASA state end products:

(Line Item Number) (Country of Origin)

#### ALTERNATE III (JUN 2012)

As prescribed in [225.1101](#)(9)(iv), substitute the following paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) for paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) of the basic clause:

(a) *Definitions.* “Canadian end product,” “commercially available off-the-shelf (COTS) item,” “domestic end product,” “foreign end product,” “qualifying country end product,” “South Caucasus/Central and South Asian (SC/CASA) state end product,” and “United States” have the meanings given in the Buy American—Free Trade Agreements—Balance of Payments Program clause of this solicitation.

(b)(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products, SC/CASA state end products, or Canadian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c)(2)(i) The offeror certifies that the following supplies are qualifying country (except Canadian) or SC/CASA state end products:

(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Canadian end products:

(Line Item Number) (Country of Origin)

ALTERNATE IV (NOV 2012) As prescribed in [225.1101](#)(9)(v), add a definition of “Korean end product” in paragraph (a) of the basic provision; substitute the phrase “Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products” for the phrase “Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products” in paragraphs (b)(2) and (c)(2)(ii) of the basic provision.

ALTERNATE V (NOV 2012) As prescribed in [225.1101](#)(9)(vi), substitute the following paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) for paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) of the basic clause:

(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,” “Korean end product,” “Moroccan end product,” “Panamanian end product,” “Peruvian end product,” “qualifying country end product,” “South Caucasus/Central and South Asian (SC/CASA) state end product,” and “United States,” as used in this provision, have the meanings given in the Buy American Act—Free Trade Agreements—Balance of Payments Program clause of this solicitation.

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

(c)(2)(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) or SC/CASA state 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, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products:

(Line Item Number) (Country of Origin)

**K16 - DFARS 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) **Representation.** The Offeror represents that it—

( ) **DOES** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

( ) **DOES NOT** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause.

If the Offeror represents that it **will not** use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**K17 - SUP 5252.245-9405 GOVERNMENT PROPERTY OFFERED/REQUIRED FOR USE (JAN 1992)**

(a) The following government production and research property is hereby **offered for use** on a rent-free basis to offerors requiring it in the performance of this contract.

<u>Describe Property</u>	<u>Quantity</u>	<u>Evaluation Factor</u>	<u>Location</u>	<u>Available # of Days After Award</u>
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(b) In order to eliminate any competitive advantage that might otherwise arise from the use of this property, a monthly evaluation factor shall be added to all offerors requiring rent-free use of the property. Any charges for transportation of the above-listed property will be borne by the contractor.

(c) If an offeror will **require** the use of any of the government property offered in paragraph (a) in the performance of this contract, the offeror shall indicate below the particular property required (if the property required is less than all the property offered) and the number of months such property will be required. Rent-free use of such property will be authorized only to an offeror completing this clause and will be limited to the number of months such offeror inserts below.

(d) An Offeror failing to complete this clause will be deemed to require no use of the Government property offered. Where an offeror indicates that he will require the property, but fails to indicate the length of time it is required, his offer will be evaluated based on his use of the property from the time first available for the entire duration of the contract. An Offeror requiring use of some, but not all, of the property offered shall indicate the particular property needed.

The offeror ( ) will ( ) will not require the use of the government property.  
Where such use is required, it will be for \_\_\_\_\_ months from the time the property is **first available** for use.

**Contractor shall list below Property Required,  
If the property required is less than all the property offered for use:**

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**K18 - NAVSUPWSSKA03 AUTHORIZED NEGOTIATORS (APR 2000)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the government in connection with this Request for Proposals. **Contractor** to list herein names, titles, telephone numbers of the authorized negotiators:

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**K19 - NAVSUPWSSKA04 PRICING INFORMATION (JUN 2005)**

(A) Under the requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining reasonableness of pricing. To assist in determining whether the prices quoted in your offer under subject solicitation are "fair and reasonable," the following information is requested:

1. A copy of the current catalog or established price list for the articles covered by the offer, or information where the established price may be found.
2. A statement that such catalog or established price list:
  - (a) Is regularly maintained
  - (b) Is published or otherwise available for inspection by customers.
  - (c) States the prices at which sales are currently made to a number of buyers.
3. A statement that such articles are commercial items sold in substantial quantities to the general public, at the prices listed in the above-mentioned catalog or established price list.
4. A statement that the price quoted herein including consideration of any discount or rebate arrangement, does not exceed prices charged the offeror's most favored customer for like items in similar quantities under comparable conditions.

(B) The offeror is requested to submit the following pricing information on not less than the three most recent sales of any of the articles being procured hereunder or articles similar thereto. Where the pricing information furnished is on similar articles, the offeror shall advise that the articles are not identical to the articles required hereunder and shall briefly indicate the differences in

such articles. Pricing information furnished should be as current as possible, and, to the extent possible, should be on quantities similar to the quantities required hereunder.

Date of Sale	Quantity of Quotation	Unit Price	Customer Contract No.	Customer
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(C) In addition, the offeror is requested to advise whether the proposed prices are, or can be, tied-in with production prices under prime contracts or subcontracts by furnishing the dates for previous and anticipated production lot releases and numbers as shown below:

Contract No.	Production Lot No.	Date Released	Date of Anticipated Customer Release
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(D) Offerors are further requested to advise the Government buyer if they are in possession of any other Government or commercial solicitation or recent contract, not already set forth above, for any of the articles being procured hereunder.

(E) If cost or pricing data are required under this contract, the submission of the pricing information sought under this clause in no way affects or diminishes the offeror's independent duty to submit accurate, complete, and current cost or pricing data.

**K20 - NAVSUPWSSKA06 TRANSPORTATION AND MATERIAL SOURCE INFORMATION (APR 2000)**

(A) Each offeror responding to this solicitation shall furnish the following information:

- (1) Are the articles to be furnished from stock:  
 Yes       No
- (2) Are the articles to be furnished from Government surplus material:  
 Yes       No
- (3) Name of principal manufacturer (not dealer) of articles or performer of services:

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(B) If this solicitation provides for inspection at origin, the offeror shall insert below the address(es) of plant(s) which articles or services are offered for final inspection and from which shipment will be made. (Furnish street address, city, state, and zip code. If this information is not furnished, the address shall be deemed to be the contractor's business address indicated on Standard Form 33 or other proposal (form):

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**K21 DFARS 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>).

<u>Access Control</u>	<u>Audit &amp; Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System &amp; Comm Protection</u>
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)		SC-7

AC-6	AU-7		<u>Physical and Environmental Protection</u>	SC-8(1)
AC-7	AU-8	<u>Incident Response</u>	PE-2	SC-13
AC-11(1)	AU-9	IR-2	PE-3	
AC-17(2)		IR-4	PE-5	SC-15
AC-18(1)	<u>Configuration Management</u>	IR-5		SC-28
AC-19	CM-2	IR-6	<u>Program Management</u>	
AC-20(1)	CM-6		PM-10	<u>System &amp; Information Integrity</u>
AC-20(2)	CM-7	<u>Maintenance</u>		SI-2
AC-22	CM-8	MA-4(6)	<u>Risk Assessment</u>	SI-3
		MA-5	RA-5	SI-4
<u>Awareness &amp; Training</u>	<u>Contingency Planning</u>	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 &amp; Environmental Protection

CM: Configuration Management PM: Program Management

CP: Contingency Planning RA: Risk Assessment

IA: Identification and Authentication SC: System &amp; Communications Protection

IR: Incident Response SI: System &amp; 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.

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**L01 – FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: See full list at the end of the Table of Contents

<u>CLAUSE NUMBER</u>	<u>PART I - FAR CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-1	Instructions to Offerors - Competitive Acquisition	JAN 2004
52.215-1 Alt II	Instructions to Offerors - Competitive Acquisition - Alternate II	OCT 1997
52.215-5	Facsimile Proposals (The telephone number of receiving facsimile equipment is: 215-697-1227)	OCT 1997
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort	OCT 2009
52.216-27	Single or Multiple Awards	OCT 1995
52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.225-7	Waiver of Buy American Act for Civil Aircraft and Related Articles	NOV 2013
52.232-13	Notice of Progress Payments	APR 1984
52.247-46	Shipping Point(s) used in Evaluation of F.O.B. Origin Offers	APR 1984

PART II – DFARS

252.209-7002	Disclosure of Ownership or Control by a Foreign Government	JUN 2010
252.246-7003	Notification of Potential Safety Issues	JUN 2013

**L02 - CERTIFICATE OF CURRENT COST OR PRICING DATA**

The contractor agrees that to the extent required by Public Law 87-653, as amended, and the Federal Acquisition Regulation, as amended (including amendments promulgated by Federal Acquisition Circulars, but not yet included in FAR), it shall furnish cost or pricing data, as defined in FAR 15.403-4 (including subcontractor and prospective subcontractor cost or pricing data) to the Contracting Officer where the aggregate of the prices inserted on the order is at or above \$700,000.00 and shall furnish for such order a Certificate of Current Cost or Pricing Data in the form set forth below and such subcontractor Certificate of Current Cost or Pricing Data (in substantially the same form as set forth below) for subcontracts and purchase orders at or above \$700,000.00 as are required to be furnished pursuant to the aforementioned regulation.

**FAR 15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA**

**This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_ \* are accurate, complete, and current as of \_\_\_\_\_\*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.**

**Firm:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date of execution:\*\*\*** \_\_\_\_\_

\* **Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).**

\*\* **Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.**

\*\*\* **Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.**

(End of certificate)

**L03 - FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)**

Any contract awarded as a result of this solicitation will be a **DO** rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**L04 - FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)**

(a) *Exceptions from certified cost or pricing data.*

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

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

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

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

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

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

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

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

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

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

(End of Provision)

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

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

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

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

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

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

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

(a) Submission of certified cost or pricing data is not required.  
 (b) Provide information described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.]*

#### **L05 - FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

#### **L06 - FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer (identified on Page 1)  
 Building 1, Code N732.20  
 700 Robbins Avenue  
 Philadelphia, PA 19111-5098

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **L07 - DFARS 252.222-7999 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (FEB 2010)**

(a) Definitions.

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The contractor—

(1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

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

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

#### **L08 - DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)**

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

**I CERTIFY THAT THE REQUEST IS MADE IN GOOD FAITH, AND THAT THE SUPPORTING DATA ARE ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF**

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation; and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to ---

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

#### **L09 - NAVSUP 5252.204-9400 CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATION (JULY 2013)**

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum

(DTM) 08-006 - "DoD Implementation of Homeland Security Presidential Directive - 12 (HSPD-12)" dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

#### APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

#### ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

#### ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date. When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

#### INTERIM ACCESS

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

#### DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

#### CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

#### BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critic al Sensitive ADP/IT-II when the contract scope of work require physical access to o a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and

Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLCL to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLCL consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out process prior to their departure at the completion of individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and

for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

**BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES**

Contractor employee whose work is unclassified and non-sensitive(e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM.

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

\* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

**L10 - NAVSUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicate with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction, or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_

**L11 - NAVSUPWSSLA12 ACCEPTANCE PERIOD (APR 2000)**

(A) If this solicitation is an IFB, any offeror allowing less than the number of 60 calendar days specified in the offer portion of the Standard Form 33 for acceptance by the Government will be rejected as nonresponsive.

(B) If this solicitation is an RFP, then unless otherwise specified by the offeror, the Government shall have 60 days from the closing date for receipt of the proposals during which it may accept a proposal submitted hereunder. This same time period for acceptance shall apply to any Proposal Revisions submitted hereunder and shall run from the date fixed for receipt of Proposal Revisions.

**L12 – NAVSUPWSSLA14 REQUEST FOR INFORMATION (APR 2000)**

Offerors may submit inquiries on this procurement by writing or calling (**collect calls not accepted**) to:

NAVSUP Weapon Systems Support, 700 Robbins Avenue, Philadelphia, PA 19111-5098

ATTN: Tara R. Walsh (Contracting Officer), Code N732.20

Telephone: 215-697-4295 FAX: 215-697-1227

E-Mail Address: tara.r.walsh@navy.mil

**L13 - NAVSUPWSSLA15 TRANSMITTAL OF OFFERS (APR 2000)**

Offerors whose proposal or modifications thereto are transmitted in envelopes other than those furnished with the solicitation, or which are enclosed in packaging external to the envelope furnished with the solicitation, are cautioned to label such envelopes or packaging conspicuously with a notation that the envelope or package contains a proposal, the solicitation number, and the exact hour and date specified for receipt of offers.

Attention is directed to the solicitation clause covering late bids, or late proposals, as appropriate. Decisions of the Comptroller General of the United States categorically prohibits consideration of proposals which arrive at the bid room after the exact time set for receipt and which are sent by means other than the U. S. mail. Offerors electing to use such means are thus under an absolute duty to insure timely arrival of their proposals at the bid room designated in the solicitation.

All offers and modifications thereto, regardless of the mode of transmittal, must be sent to the exact address shown in Box 8 of SF 33 - Solicitation, Offer, and Award.

**L14 - NAVSUPWSSLA16 DRAWINGS ARE NOT AVAILABLE (APR 2000)**

Part numbers specified are numbers of manufacturer(s) noted. Drawings and detailed information concerning these are not available at NAVSUP WSS.

**L15 – NAVSUPWSSLA18 REVIEW OF AGENCY PROTESTS (FEB 2013)**

In accordance with FAR Subpart 33.103(d)(4), interested parties may request an independent review of their protest at a level above the contracting officer. The request for an independent review may be made in lieu of a protest to the contracting officer, or as an appeal of a contracting officer decision on a protest. If an agency appellate review of the contracting officer's decision on a protest is requested, it will not extend GAO's timeliness requirements. Any subsequent protest to the GAO must be filed within 10 days of knowledge of the initial adverse agency action.

The individual who will conduct the independent review is the Chief of the Contracting Office (CCO). Interested parties requesting to have an independent review of a protest or to appeal a contracting officer protest decision shall address their correspondence to:

For solicitations or contracts issued by DODAAC N00104--

Independent Protest Review Official  
NAVSUP WSS Code 02  
Building 410, South End, Bay A30  
5450 Carlisle Pike, PO Box 2020  
Mechanicsburg, PA 17055-0788

For solicitations or contracts issued by DODAAC N00383--

Independent Protest Review Official  
NAVSUP WSS Code 02  
Building 1, Rm. 2209  
700 Robbins Avenue  
Philadelphia, PA 19111-5098

**L16 – NAVSUPWSSLA19 CONSIGNMENT INSTRUCTIONS (MAY 2010)**

Consignment Addresses are readily available electronically at the DoD Activity Address Codes (DODAAC) website  
<https://www.daas.dla.mil/daasing/dodaac.asp?cu=d>

Contractors are to enter a specific DODAAC Code (i.e. N63126), then select "Scan Query."

Three addresses will appear:

TAC1=Mailing Address TAC2=Shipping Address TAC3=Billing Address

The TAC2 Shipping Address should always be used.

If it is missing for whatever reason, the contractor is authorized to use the TAC1 Mailing Address.

For Mobile Units and Ships, call the Naval Operational Logistics Support Center (NOLSC) Fleet Locator at: Commercial 757-443-5434 or DSN 646-

**SECTION M - EVALUATION FACTORS FOR AWARD****M01 - FAR 52.247-47 EVALUATION -- F. O. B. ORIGIN (JUN 2003)**

This clause of the Federal Acquisition Regulation set forth at FAR 52.247-47 is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth in full.

**M02 - NAVSUPWSSMA01 EVALUATION CRITERIA AND BASIS FOR AWARD - SINGLE AWARD (MAR 2010)**

The Government intends to make a single award to the eligible, responsible, technically acceptable offeror whose offer, conforming to the solicitations, is determined most advantageous to the Government price and past performance considered. The offeror's proposal shall be in the form prescribed by, and shall contain a response to each of the area identified in the Section L solicitation provision entitled "Submission of Proposals." Only those proposals prepared in accordance with the solicitation will be evaluated. The evaluation will consider past performance as more important than price. The Government reserves the right to award the contract to other than the lowest priced offer.

(1) Past Performance. The Government will evaluate the quality of the offeror's past performance. This evaluation 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.

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 receive a neutral rating for past performance. However, the proposal of an offeror with no relevant past performance history, while rated neutral in 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 must provide the information requested in the Provision entitled Submission of Proposals in Section L for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar to past performance. An offeror failing to provide the past performance information or to assert that it has no relevant directly related or similar past performance will be considered ineligible for award.

The Government, in addition to other information received, may utilize the DoD Past Performance Information Retrieval System-Statistical Reporting (PPIRS-SR) program to evaluate past performance. PPIRS-SR accumulates data on suppliers by Federal Supply Class (FSC). The Government will consider PPIRS-SR data for the Federal Supply Classes of all items included in this procurement. Based on comparisons among suppliers in a specific FSC group, PPIRS-SR sorts suppliers into color ratings representing the supplier's overall quality performance based on the following indices:

<u>COLOR</u>	<u>POSITION</u>
Dark Blue	Top 5% of suppliers in FSC group
Purple	Next 10% of suppliers in FSC group
Green*	Next 70% of suppliers in FSC group
Yellow	Next 10% of suppliers in FSC group
Red	Bottom 5% of suppliers in FSC group

(2) Price.

Price is a secondary factor after past performance.

**M03 – NAVSUPWSSMA04 EVALUATION FACTORS FOR AWARD - REPAIR (APR 2000)**

The quantities shown on Attachment "A" for the initial ordering period reflect the number of repair actions per item which NAVSUP WSS anticipates during that period. The quantities set forth on Attachment "A" for the Option period(s) reflect the same information for these periods. These quantities are NAVSUP WSS's best estimates at this time and are the quantities which will be used in evaluating individual repair prices on a total cumulative repair price basis. These quantities are neither minimums nor maximums. The repair prices proposed for the initial ordering period will be valid throughout that period regardless of the number of units repaired. Likewise, repair prices proposed for each of the Option period(s) will be valid for that entire period. (If the Government exercises its Option(s) to extend the contract).

Any special test equipment which you require for the operation of the repair contract must be identified in your offer. The need for additional test equipment will be used as an evaluation factor in determining the total cost to the Government of your offer.

The evaluation factor will be determined by adding the cost of such test equipment to your offer.

Prices shall be offered separately for the initial ordering period and each Option period for:

**CAVS REPORTING -and- REPAIR SERVICES**

Offers will be evaluated on the basis of the total of the prices proposed for CAVS Reporting and Repair Services.

The foregoing evaluation shall be conducted for the initial ordering period and each of the Option period(s).

The total sum of the ordering periods shall be the ultimate element in determining the lowest offeror.

**ATTACHMENTS FOLLOW:**

- ( ) **A** Items to be Repaired and/or Modified
- ( ) **B** Web-Based Commercial Asset Visibility (WEBCAV) Statement of Work
- ( ) **C** Packaging Instructions
- ( ) **D** Pricing Sheets (A 2-page Example Follows)
- ( ) **E** Government Furnished Property/Special Tooling/Special Test Equipment
- ( ) **F** Repair Manuals and Facilities
- ( ) **G** Government Furnished Material

You may access text to all FAR, DFARS, NAVSUP and NAVICP provisions and clauses electronically at <https://www.neco.navy.mil/clauses.cfm>

## Exhibit 'A'

RVP 1101872623

ITEM-NUM	NOMENCLATURE/ LRC/REPLACEMENT PRICE	INPUT COG/MCC/FSC/NIIN/SMIC/ PART NUMBER	OUTPUT	RTAT DAYS	ESTIMATED QTYS BY YEAR		
					YR-1	YR-2	YR-3
A001	COMPUTER SYSTEM,DIG LP8 3,456.00	OR H 7010 016248851 P8 804-10071-3	A001	90	5	7	9
A002	MAS RECEIVER ASSY - LP8 638,118.00	OR H 1680 016185555 P8 22983-512-21	A002	90	2	2	3
A003	FUEL VAPOR SENSOR M LP8 5,392.00	OR H 1680 016099026 P8 10023-001	A003	118	10	1	1
A004	UPLOCK ASSEMBLY,AIR LP8 13,886.00	OR H 1680 015855094 P8 454700-1001	A004	117	1	1	1
A005	TIME DISTRIBUTION S LP8 57,615.00	OR H 1680 015855245 P8 25000001	A005	117	10	13	18
A006	SNS DISK CANISTER A LP8 13,405.00	OR H 1680 015855345 P8 84-0030-003	A006	117	20	40	60
A007	LH SHORT BASELINE I LP8 25,547.00	OR H 1680 015855388 P8 P8ME05601-103	A007	117	2	2	3
A008	MODULE ASSY,EWSP EW LP8 49,591.00	OR H 98 LLZ98X783 P8 228300-101	A008	90	2	2	2
A009	RECORDER INDEPENDEN LP8 9,763.00	OR H 1680 016010196 P8 100-3020-100	A009	118	1	2	2
A010	FLIGHT DECK MISSION LP8 34,286.00	OR H 1680 016185516 P8 1183221-102	A010	118	7	15	20
A011	ANTENNA, PHASE STAB LP8 128,700.00	OR H 1680 016225533 P8 22982-512-21	A011	90	1	1	1
A012	PRIMARY GEARBOX ASS LP8 74,190.00	OR H 1680 015855366 P8 BA22763-200	A012	117	2	3	4

Exhibit 'A'

RVP 1101872623

ITEM-NUM	NOMENCLATURE/ LRC/REPLACEMENT PRICE	INPUT COG/MCC/FSC/NIIN/SMIC/ PART NUMBER	OUTPUT	RTAT DAYS	ESTIMATED QTYS BY YEAR		
					YR-1	YR-2	YR-3
A013	EQPT ASSY - AFT PNE LP8 449,590.00	OR H 1680 016423169 P8 212A4002-2	A013	90	1	1	1
A014	VIDEO INTERFACE UNI LP8 189,382.00	OR H 1680 LLPYAA019 P8 327002-010	A014	118	1	2	1
A015	SENSOR, FUEL VAPOR LP8 9,831.00	OR H 1680 016422000 P8 10023-003	A015	118	200	200	300
A016	NSS, DVR, MASDR HIP LP8 36,839.00	OR H 1680 LLOJXB393 P8 K10054034-1	A016	118	2	2	3
A017	RADIO FREQUENCY ELE LP8 405,131.00	OR H 1680 016431461 P8 60039189-004	A017	90	1	1	1
A018	CDL RADOME LP8 144,770.00	OR H 1680 016423177 P8 970-00704-003	A018	90	1	1	1
A019	EQPT ASSY - AFT PNE LP8 449,590.00	OR H 1680 016423168 P8 212A4002-3	A019	90	1	1	1
A020	DIGITAL VIDEO RECOR LP8 300,022.00	OR H 1680 015855405 P8 K10051428-503	A020	117	1	1	1
A021	NETWORK SYSTEM SERV LP8 220,000.00	OR H 1680 015855412 P8 K10051434-503	A021	117	11	13	19
A022	VALVE, MOTOR ACTUAT LP8 7,003.00	OR H 1680 015886256 P8 423985-1	A022	118	21	26	37
A023	NRP,RADOME C937 LP8 176,320.00	OR H 1680 016274006 P8 284A2901-5	A023	90	1	1	1
A024	FPCU LP8 4,543.00	OR H 1680 016201765 P8 474609-04	A024	125	16	20	28

Exhibit 'A'

RVP 1101872623

ITEM-NUM	NOMENCLATURE/ LRC/REPLACEMENT PRICE	INPUT COG/MCC/FSC/NIIN/SMIC/ PART NUMBER	OUTPUT	RTAT DAYS	ESTIMATED QTYS BY YEAR		
					YR-1	YR-2	YR-3
A024	AA CONTROLLERS LP8 490,155.00	OR H 1680 016010201 P8 474609-03	A024	125	1	1	1
A025	FLIGHT DECK MISSION LP8 36,663.00	OR H 1680 016225744 P8 1183221-101	A025	90	15	1	1
A025	AA FLIGHT DECK MISSION LP8 40,458.00	OR H 1680 015855299 P8 1183221-100	A025	90	1	1	1
A025	AB FLIGHT DECK MISSION LP8 40,458.00	OR H 1680 015855299 P8 1183221-100	A025	90	1	1	1
A026	INTERROGATION FRIEN LP8 498,840.00	OR H 1680 016253900 P8 718-5000-202	A026	90	8	10	14
A026	AA IDENTIFY FRIEND OR LP8 397,673.00	OR H 1680 016201777 P8 718-5000-201	A026	90	1	1	1
A026	AB IDENTIFY FRIEND OR LP8 397,673.00	OR H 1680 016201777 P8 718-5000-201	A026	90	1	1	1
A027	NRP,MISSION AUDIO P LP8 126,180.00	OR H 1680 016281395 P8 1183200-101	A027	118	3	4	5
A027	AA MISSION AUDIO PANEL LP8 27,754.00	OR H 1680 016010210 P8 1183200-100	A027	118	1	1	1
A027	AB MISSION AUDIO PANEL LP8 27,754.00	OR H 1680 016010210 P8 1183200-100	A027	118	1	1	1
A028	APS PALLET LP8 359,672.00	OR H 1680 016338682 P8 212A4002-7	A028	90	5	15	15
A028	AA AFT PNEUMATIC SOURC LP8 244,203.00	OR H 1680 016106970 P8 212A4002-4	A028	90	2	2	2

Exhibit 'A'

RVP 1101872623

ITEM-NUM	NOMENCLATURE/ LRC/REPLACEMENT PRICE	INPUT COG/MCC/FSC/NIIN/SMIC/ PART NUMBER	OUTPUT	RTAT DAYS	ESTIMATED QTYS BY YEAR		
					YR-1	YR-2	YR-3
A028 AB	AFT PNEUMATIC SOURC LP8 256,420.00	OR H 1680 016219047 P8 212A4002-5	A028	90	10	5	5
A028 AC	AFT PNEUMATIC SOURC LP8 308,190.00	OR H 1680 016214314 P8 212A4002-6	A028	90	10	10	10
A029	VALVE BODY ASSY LP8 2,205.00	OR H 1680 016307476 P8 125838HH-1	A029	90	2	2	2
A029 AA	VALVE BODY ASSEMBLY LP8 7,573.00	OR H 1680 015854784 P8 125838HH	A029	90	1	1	1
A029 AB	VALVE BODY ASSEMBLY LP8 7,573.00	OR H 1680 015854784 P8 125838HH	A029	90	1	1	1
A030	AUDIO CONTROL PANEL 10,374.00	OR H 1680 015855462 P8 5347-1	A030	90	32	45	50

**ATTACHMENT B**

**WEB-BASED COMMERCIAL ASSET VISIBILITY STATEMENT OF WORK**  
**NAVSUP WSS MECHANICSBURG/PHILADELPHIA**  
**VERSION 7.5, February 25, 2015**

**I. INTRODUCTION**

- A. The purpose of the Web-based Commercial Asset Visibility (WEBCAV, or CAV) requirement is to provide an inventory management system for Government-owned repairable assets while at the repair facility, hereinafter referred to as “the CAV Reporter”, and to track these assets as they flow through the repair cycle.
- B. CAV provides Navy Planners (formerly known as Item Managers) with visibility of repairable items throughout the various stages of the repair cycle. These transactions automatically update the CAV database, which in turn will update the Navy’s Supply Systems database and allow the NAVSUP WSS (formerly known as Naval Inventory Control Point/NAVICP) to obtain timely information needed to make management decisions.
- C. CAV also provides the means to track in-transit material to and from the CAV Reporter.
- D. CAV reporting is managed in one web site with two distinct databases. One for NAVSUP WSS Mechanicsburg and one for NAVSUP WSS Philadelphia, and reporting of assets is managed accordingly. The NAVSUP WSS (Mechanicsburg and Philadelphia) transitioned to an Enterprise Resource Planning (ERP)-based system. Since completion of the ERP implementation, the CAV website may be modified from two distinct databases to one database for both Mechanicsburg and Philadelphia. If this occurs, CAV Reporters who are reporting for both Mechanicsburg and Philadelphia will be required to report inventory in one database.
- E. Notwithstanding any language to the contrary herein, all communications/actions of a NAVSUP WSS CAV Analyst CAV Analyst hereunder are subject to concurrence by the NAVSUP WSS Procurement Contracting Officer (PCO) having cognizance of this CAV Statement of Work (SOW) and the contract vehicle to which it is attached.
- F. Contractors are hereby advised that any updates to this CAV Statement of Work (SOW) are posted to <https://applications.ahf.nmci.navy.mil/cavweb/Documentation/CAVInfo/navy.htm>. Contractors are further also advised that they shall adhere to the latest SOW requirements regardless of the CAV SOW included within the award document.

**II. OBJECTIVE**

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

**III. CAV REPORTER’S PRIMARY RESPONSIBILITIES**

In addition to meeting the requirements of Sections IV, V, and VI, the CAV Reporter shall comply with the following Section III requirements in accordance with the procedures, methods and schedules set forth herein:

**A. CAV Transaction Reporting:**

1. The CAV Reporter shall report asset status in accordance with the CAV User's Guide Version 7.3, which is hereby incorporated by reference into this SOW. The CAV User's Guide can be found in the CAV II Information section of the CAV Website at <https://applications.ahf.nmci.navy.mil/cavweb/>. Mandatory fields within the transactions are identified in the CAV Users Guide by use of "\*". The CAV Reporter shall fill in all mandatory fields for each transaction.
2. The CAV Reporter shall report receipt of the following material through CAV (Note: references to "the Repair Basic Ordering Agreement (BOA)/Contract" refers to the contract vehicle to which this SOW is attached):
  - a) Any material received on a Document Number beginning with N00383/N00104 regardless of which Repair BOA/Contract number it is marked.
  - b) All incoming material, when such material is listed as a repair candidate on the Repair BOA/Contract.
  - c) All incoming material, when such material is identified as Government-Furnished Material (GFM).
  - d) NAVSUP WSS-managed items that are funded for repair, upgrade, or modification under a Naval Sea Systems Command (NAVSEA), Naval Air Systems Command (NAVAIR) or other Command contract and/or order.
  - e) Material received under a warranty clause or Quality Deficiency Report (QDR) in accordance with Attachment 'A' in the CAV User's Guide, regardless of the contract that said item was repaired or manufactured under.
  - f) When notified by NAVSUP WSS to input unique receipts.
  - g) All incoming material not repaired by your facility shall be receipted as 'Material Not on Contract.
  - h) Material and equipment on loan or to be used for testing.

NOTE: The CAV Reporter shall contact the NAVSUP WSS CAV Analyst when assistance is required regarding CAV inputs. Items under direct Foreign Military Sales (FMS) Repair contracts are not to be reported in CAV.
3. The CAV Reporter shall provide adequately trained and qualified individuals to perform the transactions.
4. The CAV Reporter shall report Proof of Shipment (POS) data in accordance with the following criteria:
  - a) If a shipment is transported by Advanced Traceability and Control (ATAC), the CAV Reporter need not report POS data via CAV. If a CAV Reporter is contracted to use ATAC, but does a shipment outside of ATAC, the CAV Reporter shall provide POS as indicated in paragraph 4.b.
  - b) If a shipment is transported by a freight carrier other than ATAC, the CAV Reporter shall provide the following data:
    - (1) Transportation Control Number (TCN) of the shipment
    - (2) Freight Carrier Company Name and Standard Carrier Alpha Code (SCAC)
    - (3) Freight Carrier Company tracking number (referred to as ProNumber or Tracking Number)
    - (4) Date shipped, per TCN
    - (5) Quantity shipped, per TCN
  - c) If a shipment is delivered by the CAV Reporter directly to the final destination (local delivery) without utilizing a freight carrier, the CAV Reporter shall provide POS as follows:
    - (1) Transportation Control Number (TCN) of the shipment
    - (2) Freight Carrier Company Name "Local Delivery" and SCAC
    - (3) Date shipped, per TCN
    - (4) Quantity shipped, per TCN
    - (5) Signature of the receiver's representative at final destination (reported in CAV POS in the "Tracking Number" field with no imbedded spaces or punctuation)
5. The CAV Reporter shall accurately report transactions (receipt, condition code changes, shipments, and proof-of-shipments) by the end of the next regular business day after the occurrence of a reportable event.
6. The CAV Reporter shall physically inventory material received for actual National Item Identification Number (NIIN) and Quantity prior to reporting receipt into CAV.
7. The CAV Reporter shall provide to the DCMA Quality Assurance Representative (QAR) the CAV Material Movement Document (MMD) as an attachment to the Wide Area Workflow (WAWF) documentation to the QAR

before signing for acceptance in WAWF DD250 Receiving Report: (The QAR will validate the contract number, delivery order number, CLIN, shipping location, National Stock Numbers, Condition Code, Serial number as applicable and quantities

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

1. Whenever a NIIN, condition code, and/or quantity discrepancy exists, the CAV Reporter shall complete and submit an MSDR to the originator of the shipment within five (5) workdays after the discrepant shipment is received, via the Product Data Reporting and Evaluation Program (PDREP).
2. To gain access to the PDREP home page click on the link below <https://www.pdrep.csd.disa.mil/> .
3. A hard copy SF364 will only be used in the event the electronic MSDR is unavailable. To access an electronically fillable copy of the SF364 go to <http://www.gsa.gov/portal/forms/type/TOP>. Input "SF364" in the "Find a Form" box, click on the "Search" button, click on the report name "Report of Discrepancy (ROD)", then click on "SF364.pdf - PDF Version" to display the form. If a hard copy SF364 is submitted, the CAV Reporter shall send/transmit an informational copy of the MSDR to NAVSUP WSS Code N8521
4. If the material is returned to the supply system, the CAV Reporter will include a copy of the MSDR/hard copy SF364 with the shipment.

#### **C. Inventory Accuracy**

1. The CAV Reporter shall maintain no less than 99% accuracy in its accountability records, CAV stock records and physical inventories for all Government-owned repairable items that come under the CAV Reporter's control and/or responsibility pursuant to the contract vehicle to which this SOW is attached.
2. The CAV Reporter shall at any time be subject to periodic physical inventory audits, conducted by either the Defense Contract Management Agency (DCMA), Office of Financial Operations (FMO) or NAVSUP WSS.
3. If the Government determines that the CAV Reporter's Inventory Accuracy is less than 99%, the CAV Reporter shall, upon direction of the Government, develop a corrective action plan mapping out the steps necessary to maintain at least 99% inventory record accuracy, which may include Monthly Record Reconciliations and/or Annual Wall-to-Wall Inventory Reconciliations.
4. The requirement for 99% Inventory Accuracy does not relieve the CAV Reporter of any responsibility it may otherwise bear regarding Government property under any other provision of this contract.

#### **D. Reconciliation Requirements and Other Inquiries**

1. The CAV Reporter shall provide assistance in resolving reporting errors/Stock-in-Transit (SIT) upon request.
2. The CAV Reporter is responsible for submitting a written request in accordance with the Lost, Damage, Destruction (LDD) provisions of their DCMA-approved property control procedures to their DCMA office for Relief of Liability for unaccountable material as a result of a physical inventory or as indicated below in paragraph 'F.' A copy of this written request for Relief of Liability must be provided to their NAVSUP WSS CAV Analyst and the NAVSUP WSS PCO having cognizance of the contract vehicle to which this SOW is attached. A copy of the written resolution must be provided to the same distribution.

#### **E. NAVSUP WSS In-Transit Accountability (NITA)**

NOTE: This portion does not apply to foreign contractors

1. NAVSUP WSS In-Transit Accountability (NITA) is used for identifying and resolving open Stock-in-Transit (SIT). NITA is accessed through a menu option within the Electronic Retrograde Management System (eRMS) website at <https://mri1.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. . NITA data is refreshed daily. ERMS and NITA are IT Level 2 systems which means limited privilege sensitive information access. Please refer to clause 5252.204-9400, Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information technology (IT) Systems or Protected Health Information (July 2013), for additional instructions.

2. Once every seven (7) calendar days, the CAV Reporter shall access NITA for identifying/resolving discrepant shipments (SIT) of Navy-owned material both to and from the CAV Reporters' facilities.
3. The CAV Reporter shall provide a response to all documents requiring Proof of Shipment (POS) for classified and sensitive material within seven (7) calendar days, and within 30 calendar days for all others via the POS entry screens in NITA. If POS has not been provided within 60 calendar days of the issue date, then the CAV Reporter shall reverse the SIT issue via the CAV system and submit an LDD to DCMA with a copy to the NAVSUP WSS CAV Analyst.
4. The CAV Reporter shall provide a response to all documents requiring Proof of Receipt (POR) for classified and sensitive material within seven (7) calendar days of the Proof of Delivery (POD) date cited in NITA, and within 30 calendar days for all others. If a POR remains unresolved 60 calendar days after the POD date, the CAV Reporter shall process a receipt TIR and submit an LDD to DCMA with a copy to the NAVSUP WSS CAV Analyst.
5. The CAV Reporter shall also respond to inquiries received via phone calls, emails or letters from Navy representatives researching the status of shipments. The CAV Reporter shall respond to these types of inquiries no later than the next working day after receipt of the inquiry.
6. The CAV Reporter shall ship all Navy-owned DLR's via traceable means. The definition of "traceable means" is any shipping process that mandates signature custody including, but not limited to, the Navy's contracted carrier under the RFI program. See Paragraph 'G' below.
7. When an incorrect quantity of material has been reported as shipped from the CAV Reporter, the CAV Reporter shall reverse the original issue of material and input a corrected issue TIR and proof of shipment for the quantity of material actually shipped.

#### **F. DD Form 1348-1A**

1. The DD Form 1348-1A replaces the DD Form 250 as a shipping document only; the CAV Reporter shall prepare and distribute a DD Form 250 as required for payment purposes. The DD Form 250 shall NOT accompany shipments of material. Including a DD Form 250 or DD Form 1149 with a shipment often causes confusion for the receiver and contributes to higher unmatched stock-in-transit levels.
2. Distribution of the DD 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. CAV reporting must reflect a Bulk Shipment for this type of shipment.

NOTE: In the event of CAV being inoperable, DD Form 1348-1A shall be typed manually. When CAV is again operable; the CAV Reporter shall print a 1348-1A and complete the "shipment" transaction in CAV.

#### **G. Direct Ship (Not Applicable To CAV Reporters Operating Under The Terms And Conditions Of A PBL, Mini-Stock Point)**

1. The Direct Ship process has been designed to ensure that critical repaired “A” condition spare parts are delivered directly to Navy end users in an efficient and timely manner. Direct Ship awards (i.e., purchase orders, delivery orders, and bilateral contracts) will be easily identifiable as follows: the “Ship To” DoD Activity Address Code (DODAAC) specified at the line item level in Section B of the award document will specify the DoDAAC of the vendor’s repair facility. This is the contractual final “Ship To” destination that must be used for DD250 and invoicing preparation.
2. The CAV Reporter will be required to wait up to 24 hours for a potential redistribution to fill a known backordered fleet requirement.
3. Final Inspection and Acceptance by the Government must be completed before the CAV Completion Transaction is processed (i.e., posted to “A” condition).
4. The CAV Reporter is responsible for checking the CAV Requisition Inbox for requisition(s) posted within 24 hours of reporting the Completion transaction.
5. The Direct Ship CAV Reporter will receive shipment redistribution direction through the CAV Requisition Processing Module if there is an existing fleet requirement. If a requisition is received in CAV, processing procedures can be obtained from the Requisition Processing Guide located on the CAV website.
6. If a requisition is not received within 24 hours, the CAV Reporter will schedule redistribution of material to the default storage location specified in the Purchase Order, BOA, or Contract in accordance with paragraph ‘H’ below.
7. If the award indicates direct ship and specifies other than source Inspection and Acceptance by the Government and FOB Origin terms and conditions, the CAV Reporter should immediately contact the PCO.

#### **H. Redistribution Order/Ready for Issue Project - Navy Transportation - CAV**

1. NAVSUP WSS has developed a process to enhance asset visibility by contracting sole responsibility of the transportation function to NAVSUP WSS’s Transportation Organization, ATAC (Advanced Traceability and Control). ATAC is responsible for delivery and pickup of Government-owned assets going to and from the CAV Reporter. ATAC will send a subcontracted transporter (i.e. Federal Express, Miramar) to the repair facility to pick up material as specified herein.
2. Upon receipt of material, the CAV Reporter shall compare the quantity of units and the NIIN of the item inside the container to the quantity and NIIN on the DD Form 1348-1A document that accompanies the material. There may be multiple DD Form 1348-1A documents with the material. The appropriate DD Form 1348-1A to compare to is the one that reflects material being shipped to the CAV Reporter. Any discrepancies in quantity or NIIN must be reported in accordance with III.B. herein. If material is received without a DD Form 1348-1A, the CAV Reporter shall contact their CAV Analyst for assistance.
3. At the conclusion of any of the following actions: (1) repair of a unit, or (2) PCO or ACO modification directing that the unit is Beyond Repair (BR) or Beyond Economical Repair (BER) and the unit is to be moved to the Defense Distribution Depot, or (3) the award specifies “Direct Ship” and the unit(s) is to be moved to a Defense Distribution Depot, the CAV Reporter shall:
  - a) Complete shipping documentation in accordance with Paragraph ‘F’ above.
  - b) Input the Shipment Transaction in CAV (this includes the weight, dimension and pickup DODAAC fields) to trigger the pick-up directive to the ATAC transportation carrier.
  - c) Place the material that is ready for pickup in a staging area designated for ATAC pickup.
4. FOR ROUTINE SHIPMENTS – defined as normal shipments that are picked up daily by the ATAC carrier. The ATAC carrier will arrive at the CAV Reporter’s facility Monday through Friday to pick up material for which a pickup directive has been received.
5. FOR EMERGENCY SHIPMENTS – defined as shipments that must leave your facility prior to the next ATAC pickup. In addition to contacting the Quality Assurance Representative (QAR) and transmitting the shipment via CAV, the CAV Reporter shall contact the ATAC shipping office between the hours of 7:00 a.m. and 4:30 p.m.

Pacific Standard Time (PST) via the email address or phone numbers shown below to advise that the material is ready for pickup and must be shipped under urgent means:

- a) [ATACCcustomerService@navy.mil](mailto:ATACCcustomerService@navy.mil) or (619) 545-6129 or (619) 545-7059
- b) The CAV Reporter must have the following information available to provide the ATAC office:
  - (1) Shipment Document Number
  - (2) Pieces (number of boxes)
  - (3) Weight
  - (4) Dimensions (L, W, H)
  - (5) Pickup Location/Address
  - (6) Destination Location/Address
- c) Shipments identified as urgent on the weekend or after the ATAC shipping office has closed may be shipped under a non-ATAC method with the issuer scheduling the transportation. When this occurs, the CAV Reporter shall enter the CAV Shipment with Pickup DODAAC=CANCEL and enter POS in CAV.

6. The following items are excluded from ATAC transportation. The CAV Reporter shall contact the cognizant DCMA transportation office to arrange shipment of these items:

- a) Marine gas turbines
- b) Fleet Ballistic Missile components
- c) Classified Items
- d) Reactor plant materials
- e) RADIAC material (FSC 6665)
- f) Class A, B, and C explosives
- g) Small arms and Ammunition
- h) 2F, 2J cog items (NAVSEA owned)
- i) 2S cog items (except engines)

#### 7. MATERIAL RDO/RFI ADDRESSES or MATERIAL RETURNS

- a) “A” CONDITION MATERIAL - The address for the shipment of ready-for-issue material going to stock will be located in Clause NAVSUPWSSFA09 found in the basic contract document that contains the CAV Statement of Work (see Paragraph ‘G’ above titled “Direct Ship”). If the material is to be redistributed directly to an end user/requisitioner, the CAV Reporter shall contact the applicable Navy Planner (formerly known as Item Manager) for a document number beginning with the end user’s/requisitioner’s Unit Identification Code (UIC); this material should never be shipped using the Repair Cycle Document Number (RCDN). The CAV Reporter shall also contact the DCMA transportation office for the specific address.
- b) “F” CONDITION MATERIAL – Unless otherwise provided in the delivery order/modification, the CAV Reporter shall contact the appropriate NAVSUP WSS Contracting Officer for status on units received without authorization for repair within 90 days (not-ready for issue – “F” condition). If the material is to be returned to the Government, the units shall be redistributed as follows to the location that lies within the closest physical proximity to the facility from which the material is being shipped:

- (1) **MARK FOR:** NAVSUP WSS DIRECTED RETURN, FOR “F” CONDITION STOCK. DO NOT PROCESS THROUGH ATAC/HUB
- (2) The most current consignment addresses for the locations below are available electronically at <https://www.daas.dla.mil/daasing/>:

SW3117 – Defense Depot Norfolk, VASW3205 – 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.

- (2) The most current consignment addresses for the locations below are available electronically at <https://www.daas.dla.mil/daasing/>:

N68620 – ATAC HUB, Norfolk VA N46433 - ATAC HUB, San Diego, CA

- (3) If, after material has been returned and the same unit is again shipped to your facility, call 619-545-9707 or 619-545-8359 for hub shipments; contact the NAVSUP WSS Planner for all others.

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

- (1) MARK FOR: NAVSUP WSS DIRECTED RETURN, FOR “H” CONDITION STOCK.  
DO NOT PROCESS THROUGH ATAC/HUB

- (2) The most current consignment addresses for the locations below are available electronically at: <https://www.daas.dla.mil/daasing/>:

SW3117 – DD Norfolk, VA SW3205 – DD San Diego, CA

#### I. Requisition Processing/SRA Requisitioning (When Applicable)

1. PBL, Mini-Stock Point, and Direct Ship CAV Reporters can receive/process requisitions through the CAV Requisition Processing module. Procedures for inbound/outbound requisitions can be obtained from the Requisition Processing Guide found on the CAV website.

2. CAV Reporters are required to use the Shop-Repairable Assembly (SRA) template when requesting a SRA to complete a Next Higher Assembly. The CAV Reporter shall comply with the following procedures for replacing SRA’s when repairing a Weapons Replaceable Assembly (WRA). DCMA personnel must authorize with an appropriate written verification and the Navy Planner and/or PCO must disseminate instructions. The following applies:

- a) Replacement of an SRA that has been determined to be BER or BR.

(1) If the replacement unit is to be an RFI unit consigned from the CAV Reporter’s existing repair or spares contract, generate a CAV 1348 “SHIP” transaction. On the 1348 screen, type your UIC over “SHIP TO UIC/DODAAC” and overlay positions 11 and 12 of the “SHIP TO Document” with “MB” for a BER/BR unit. Complete the Material Shipment screen.

(2) If the replacement SRA is to be acquired by MILSTRIP requisition, submit a CAV-generated requisition from the CAV menu screen. On the requisition input screen, enter project code “ZN3”, priority “03” or “06”, advice code “5A” and the Federal Stock Class.

(3) Input a CAV receipt transaction for the BER/BR unit as condition code “F”, Material on Contract. Enter “BLK” in the receipt screen field named “RECEIVED FROM”. The receipt document number must be the same as the document number that was used to issue the material to your facility, or use the same document number as the CAV-generated requisition, so that the carcass-tracking match can be completed.

- b) Replacement of an SRA that was determined to be Missing on Induction (MOI):

(1) If the replacement unit is to be an RFI unit consigned from the CAV Reporter's existing repair or spares contract, generate a CAV 1348 "SHIP" transaction. On the 1348 screen, type your UIC over "SHIP TO UIC/DODAAC" and overlay positions 11 and 12 of the "SHIP TO Document" with "MK" (when the turn-in-activity is known) or "MU" (when the turn-in-activity is unknown). Complete the Material Shipment screen.

(2) If the replacement SRA is to be acquired by MILSTRIP requisition, submit a CAV-generated requisition from the CAV menu screen. On the requisition input screen, enter project code "ZV3", priority "03" or "06", advice code "5A" for MOI when the turn-in activity is unknown or "5G" for MOI when the turn-in activity is known, and the Federal Stock Class.

c) Replacement of failed SRA's during repair of WRA's:

(1) If the replacement unit is to be an RFI unit consigned from the CAV Reporter's existing repair or spares contract, generate a CAV 1348 "SHIP" transaction. On the 1348 screen, type your UIC over "SHIP TO UIC/DODAAC" and overlay positions 11 and 12 of the "SHIP TO Document" with "MM". Complete the Material Shipment screen.

(2) If the replacement SRA is to be acquired by MILSTRIP requisition, submit a CAV-generated requisition from the CAV menu screen. On the requisition input screen, enter project code "ZL8", priority "03" or "06", advice code "5G" and the Federal Stock Class.

(3) Input a CAV receipt transaction for the failed SRA unit as condition code "F", Material on Contract. Enter "BLK" in the receipt screen field named "RECEIVED FROM". The receipt document number must be the same as the document number that was used to do the issue to your facility or the same as the CAV generated requisition, so that the carcass-tracking match can be completed.

#### IV. Dawn Of Time ("DOT") Inventory Applicable To New CAV Reporters

1. The CAV Reporter shall provide an accurate accountable record of inventory to Code N8521 at least one week prior to scheduled implementation of the CAV system.
2. The inventory list provided shall be by NIIN, Part Number (P/N), reference number, serial number, condition code, Contract number, Order Number, CLIN and location of material for each line item.
3. The CAV Reporter shall identify all employees requiring CAV access to include at a minimum the primary and alternate CAV input Point of Contacts (POCs).
4. The CAV Reporter shall ensure all employees requiring CAV access have acquired, loaded and registered their individual PKI certificates. The CAV Reporter shall fill out the appropriate SAAR to obtain access to CAV and to the eRMS system for access to NITA (see Paragraph III.E.1. above).
5. The CAV Reporter shall work with NAVSUP WSS CAV personnel prior to the implementation of the CAV system to ensure they can successfully access the CAV website.
6. The CAV Reporter shall provide the name and phone number of the DCMA Property Personnel and QAR.
7. The CAV Reporter shall ensure the necessary personnel are available to assist with the scheduled DOT and receive CAV training.
8. The CAV Reporter shall assist NAVSUP WSS personnel with loading the initial inventory from the accountable record into CAV.
9. Material Movement Documents (MMDs) with the unique CAV-generated Repair Cycle Document Number (RCDN) shall be printed from the CAV system for every unit entered into CAV.

10. If printed, the MMDs shall physically be attached to each unit and any differences between the actual status of the item and the CAV entries will be noted. The DCMA Property Account Officer (PAO) will review results of this "tagging" process.

11. Any necessary adjustments to CAV shall be entered. Adjustments to DOT transactions are not authorized unless directed by NAVSUP WSS. NAVSUP WSS shall be notified of all inventory discrepancies and corrective action taken. Detailed CAV records will allow NAVSUP WSS to monitor adjustments to DOT transactions.

12. Appropriate CAV reports shall be printed and provided to DCMA to ensure all transactions have been input and processed accurately during the opening inventory. DCMA will send NAVSUP WSS a certification letter in regards to the inventory.

## V. CAV SYSTEM REQUIREMENTS

A. WEBCAV is designed to be accessible using Internet Explorer on a Windows platform. Some older versions of Netscape are compatible as well. Firefox and Chrome may be used but there could be differences in appearance of certain screens.

B. The CAV Reporter shall have or obtain an Internet Service Provider (ISP) account for CAV reporting. CAV status reporting will be made to NAVSUP WSS via the Internet using WEBCAV.

C. A telephone line shall be within reach of the CAV operator to allow verbal instructions during computer inputs. The line does not have to be a dedicated direct phone line.

## VI. CAV SECURITY REQUIREMENTS

A. CAV Reporters shall comply with the following security guidelines:

1. Challenge any unauthorized personnel attempting to alter CAV in any way.
2. Report all accidental unauthorized access to systems/files/data to your NAVSUP WSS CAV Analyst.
3. Furnish requested information for all personnel having access to CAV. The information shall be provided prior to implementation of CAV and as any changes in personnel occur.
4. Notify the NAVSUP WSS CAV Analyst of any changes in CAV input personnel.
5. Acquire a Public Key Infrastructure (PKI) Certificate for each individual requiring CAV access.

## VII. CAV SYSTEM PROBLEM RESOLUTION

A. If the CAV Reporter experiences a problem with CAV, the CAV Reporter shall:

1. Note the window at which the failure occurred.
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.

**ATTACHMENT C**

**PACKAGING**

**FORTHCOMING**

**ATTACHMENT C**

**PACKAGING**

**FORTHCOMING**

ATTACHMENT "D" - Pricing Sheets

**Base Year One:**

<b>Item</b>	<b>Quantity</b>	<b>Repair Unit Price</b>	<b>No Fault Found (NFF)</b>
A001	5 ea.	_____	_____
A002	2 ea.	_____	_____
A003	10 ea.	_____	_____
A004	1 ea.	_____	_____
A005	10 ea.	_____	_____
A006	20 ea.	_____	_____
A007	2 ea.	_____	_____
A008	2 ea.	_____	_____
A009	1 ea.	_____	_____
A010	7 ea.	_____	_____
A011	1 ea.	_____	_____
A012	2 ea.	_____	_____
A013	1 ea.	_____	_____
A014	1 ea.	_____	_____
A015	200 ea.	_____	_____
A016	2 ea.	_____	_____
A017	1 ea.	_____	_____
A018	1 ea.	_____	_____
A019	1 ea.	_____	_____
A020	1 ea.	_____	_____
A021	11ea.	_____	_____
A022	21ea.	_____	_____
A023	1 ea.	_____	_____
A024	16 ea.	_____	_____
A024AA	1ea.	_____	_____
A025	15 ea.	_____	_____

A025AA	1 ea.	_____	_____
A026	8 ea.	_____	_____
A026AA	1 ea.	_____	_____
A027	3 ea.	_____	_____
A027AA	1 ea.	_____	_____
A028	5 ea.	_____	_____
A028AA	2 ea.	_____	_____
A028AB	10 ea.	_____	_____
A028AC	10 ea.	_____	_____
A029	2 ea.	_____	_____
A029AA	1 ea.	_____	_____
A030	32 ea.	_____	_____

**Option Period One:**

<b>Item</b>	<b>Quantity</b>	<b>Repair Unit Price</b>	<b>No Fault Found (NFF)</b>
A001	7 ea.	_____	_____
A002	2 ea.	_____	_____
A003	1 ea.	_____	_____
A004	1 ea.	_____	_____
A005	13 ea.	_____	_____
A006	40 ea.	_____	_____
A007	2 ea.	_____	_____
A008	2 ea.	_____	_____
A009	2 ea.	_____	_____
A010	15 ea.	_____	_____
A011	1 ea.	_____	_____
A012	3 ea.	_____	_____
A013	1 ea.	_____	_____
A014	2 ea.	_____	_____
A015	200 ea.	_____	_____

A016	2 ea.	_____	_____
A017	1 ea.	_____	_____
A018	1 ea.	_____	_____
A019	1 ea.	_____	_____
A020	1 ea.	_____	_____
A021	13 ea.	_____	_____
A022	26 ea.	_____	_____
A023	1 ea.	_____	_____
A024	20 ea.	_____	_____
A024AA	1 ea.	_____	_____
A025	1 ea.	_____	_____
A025AA	1 ea.	_____	_____
A026	10 ea.	_____	_____
A026AA	1 ea.	_____	_____
A027	4 ea.	_____	_____
A027AA	1 ea.	_____	_____
A028	15 ea.	_____	_____
A028AA	2 ea.	_____	_____
A028AB	5 ea.	_____	_____
A028AC	10 ea.	_____	_____
A029	2 ea.	_____	_____
A029AA	1 ea.	_____	_____
A030	45 ea.	_____	_____

**Option Period Two:**

<b>Item</b>	<b>Quantity</b>	<b>Repair Unit Price</b>	<b>No Fault Found (NFF)</b>
A001	9 ea.	_____	_____
A002	3 ea.	_____	_____
A003	1 ea.	_____	_____
A004	1 ea.	_____	_____

A005	18 ea.	_____	_____
A006	60 ea.	_____	_____
A007	3 ea.	_____	_____
A008	2 ea.	_____	_____
A009	2 ea.	_____	_____
A010	20 ea.	_____	_____
A011	1 ea.	_____	_____
A012	4 ea.	_____	_____
A013	1 ea.	_____	_____
A014	1 ea.	_____	_____
A015	300 ea.	_____	_____
A016	3 ea.	_____	_____
A017	1 ea.	_____	_____
A018	1 ea.	_____	_____
A019	1 ea.	_____	_____
A020	1 ea.	_____	_____
A021	19 ea.	_____	_____
A022	37 ea.	_____	_____
A023	1 ea.	_____	_____
A024	28 ea.	_____	_____
A024AA	1 ea.	_____	_____
A025	1 ea.	_____	_____
A025AA	1 ea.	_____	_____
A026	14 ea.	_____	_____
A026AA	1 ea.	_____	_____
A027	5 ea.	_____	_____
A027AA	1 ea.	_____	_____
A028	15 ea.	_____	_____
A028AA	2 ea.	_____	_____
A028AB	5 ea.	_____	_____

A028AC	10 ea.	_____	_____
A029	2 ea.	_____	_____
A029AA	1 ea.	_____	_____
A030	50 ea.	_____	_____

**ATTACHMENT E**

**GOVERNMENT FURNISHED PROPERTY/  
SPECIAL TOOLING/SPECIAL TEST EQUIPMENT**

CONTRACT NO. GFP/ST/STE IS UNDER	GFP/ST/STE DESIGNATION AND USE	PART NUMBER

**ATTACHMENT F**

**REPAIR MANUALS AND FACILITIES**

CLIN	NSN	PART NUMBER	REPAIR MANUAL/PROCEDURE	SOURCE & LOCATION OF REPAIR SOURCE

**ATTACHMENT G**

**GOVERNMENT FURNISHED MATERIAL**

CLIN(Material is supplied to support)	NSN	PART NUMBER