

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO A1	PAGE OF PAGES 1 50
2.CONTRACT NUMBER	3.SOLICITATION NUMBER SPRPA1-15-R-006Z	4.TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5.DATE ISSUED 04/10/2015	6.REQUISITION/PURCHASE NUMBER N00383-15-RCP-Z029	
7. ISSUED BY CODE DEFENSE LOGISTICS AGENCY DLA AVIATION PHILADELPHIA 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5098		SPRPA1	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 2 copies for furnishing the supplies or service in the Schedule will be received at the place specified in Item 8 until 2:00 p. m. local time **03/21/2014**
(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 K.J. Smith	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Kenneth.Smith@dla.mil
		AREA CODE 215	NUMBER 697 -	EXT 2836	

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	4	X	I	CONTRACT CLAUSES	21
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	8	PART III – LIST OF DOCUMENTS, ESHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	9	X	J	LIST OF ATTACHMENT	N/A
X	D	PACKAGING AND MARKING	12	PART IV – REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	17	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	32
X	F	DELIVERIES OR PERFORMANCE	18				
X	G	CONTRACT ADMINISTRATION DATA	19	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	44
X	H	SPECIAL CONTRACT REQUIREMENTS	20	X	M	EVALUATION FACTORS FOR AWARD	50

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 (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

AWARD (To be completed by Government)

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

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

TABLE OF CONTENTS

PART I - THE SCHEDULE

SECTION A – SOLICITATION/CONTRACT FORM

- A01 - NOTICE TO OFFERORS
- A02 - TYPE OF CONTRACT

SECTION B - SUPPLIES/SERVICES AND PRICES

- B01 - PLACING AND PROCESSING ORDERS

SECTION C – SPECIFICATIONS

- C01 - DESIGN CHANGES
- C02- SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS

SECTION D - PACKAGING AND MARKING

- D01 - DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUGUST 2008) INCORPORATED BY REFERENCE
- D02 - RADIO FREQUENCY IDENTIFICATION
- D03 - ITEM MARKING REQUIREMENTS
- D04 - PRESERVATION, PACKING AND MARKING

SECTION E - INSPECTION AND ACCEPTANCE

- E01 - INSPECTION OF SUPPLIES - FIXED-PRICE
- E02 - RESPONSIBILITY FOR SUPPLIES
- E03 - HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT INSPECTION SYSTEM
- E04 - INSPECTION AND ACCEPTANCE AT ORIGIN
- E05 - INSPECTION AND ACCEPTANCE AT DESTINATION (DATA REQUIREMENTS)

SECTION F - DELIVERY OR PERFORMANCE

- F01 - CLAUSES INCORPORATED BY REFERENCE
- F02 - PLACE OF DELIVERY
- F03 - TIME OF DELIVERY

SECTION G - CONTRACT ADMINISTRATION

- G01 - CONTRACT ADMINISTRATION

SECTION H - SPECIAL PROVISIONS

- H01 - CONTRACT SECURITY CLASSIFICATION SPECIFICATION
- H02 - NOTICE OF ASSIGNMENT
- H03 - ADDITION/DELETION OF ITEMS

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES**

- I01 - CLAUSES INCORPORATED BY REFERENCE
- I02 - NOTIFICATION OF OWNERSHIP CHANGES
- I03 - OZONE DEPLETING SUBSTANCES
- I04 - GOVERNMENT PROPERTY
- I05- Notification of Subcontracting Plan**
- I05(B) - SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)(DEVIATION)**
- I06- CONFIGURATION MANAGEMENT
- I07 - POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATIONS
- I08- ORDERING OFFICERS UNDER THE CONTRACT (ADD-IN)**

PART III - LIST OF DOCUMENTS, EXHIBITS and OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****PART IV - REPRESENTATIONS and OTHER INSTRUCTIONS****SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR**

- K01 - CLAUSES INCORPORATED BY REFERENCE
- K02 - ANNUAL REPRESENTATIONS AND CERTIFICATIONS
- K03 - ECONOMIC PURCHASE QUANTITY—SUPPLIES
- K04 - COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
- K05 - PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES
- K06 - DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT
- K07 - IDENTIFICATION OF SOURCES OF SUPPLY
- K08 - HAZARD WARNING LABELS
- K09 - BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE
- K10 - BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
- K11 - REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
- K12 - GOVERNMENT PROPERTY OFFERED/REQUIRED FOR USE

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

- L01 - CLAUSES INCORPORATED BY REFERENCE
- L02 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE
- L03 - REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
- L04 - CERTIFICATE OF CURRENT COST OR PRICING DATA
- L05 - TYPE OF CONTRACT
- L06 - SERVICE OF PROTEST
- L07 - REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-SUBMISSION WITH OFFER
- L08 - RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (FMS)
- L09 - REQUESTS FOR EQUITABLE ADJUSTMENT
- L10 - REVIEW OF AGENCY PROTESTS
- L11- REPORTING OF COMMERCIALY AVAILABLE OFF-THE-SHELF ITEMS THAT CONTAIN SPECIALTY METALS AND ARE INCORPORATED INTO NONCOMMERCIAL END ITEMS
- L12 - ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS
- L13—PROPOSAL CHECKLIST

SECTION M - EVALUATION FACTORS FOR AWARD

- M01 - NO EVALUATION OF TRANSPORTATION COSTS

PART I - THE SCHEDULE

SECTION A – SOLICITATION/CONTRACT FORM

A01 - NOTICE TO OFFERORS – REQUIREMENTS CONTRACT

1. This solicitation will ultimately result in Award of a three (3) year Fixed Price **Requirements** contract.
For information explaining how this type of contract works, see the following pages.
2. Prices will be for the items specified on the Schedule Sheet of this Solicitation, for a period of:
Two one (1) year BASE periods from the date of award and one one (1) year option.
3. The quantities specified on the Schedule Sheet are the Government's **Best Estimated Quantities (BEQs)**, alternately referred to as **Estimated Annual Demands (EADs)**. The actual quantities will be stipulated on each order issued under this contract.
4. Offerors are requested to **provide fixed prices and delivery** for each item on the Schedule Sheet contained in this solicitation.
5. All orders placed under the contract shall be issued as **Priced Orders**. Therefore, offerors are requested to submit fixed prices for each year included in the **BASE** period.
6. Offerors are requested to propose the **most expeditious delivery schedule** for each item in each year.
7. **BOA Contractors are cautioned:**
Submit a proposal in accordance with the terms and conditions of THIS solicitation.
8. **Only Approved Sources are Solicited and Eligible for Award.**
The subject items require Government Source Approval prior to contract award, as the items are Flight Critical and/or technical data available has not been determined adequate to support acquisition via full and open competition. Only the sourc(s) previously approved by the Government for these items have been solicited. The time required for approval of a new source is normally such that award cannot be delayed pending approval of a new source.
9. In addition to all other terms and conditions of this solicitation, Offerors are cautioned to pay particular attention to the following Clauses, as they contain the provisions and instructions pertaining to **REQUIREMENTS** Contracts.

FAR 52.216-18	Ordering
FAR 52.216-19	Order Limitations
FAR 52.216-21	REQUIREMENTS
FAR 52.247-50	No Evaluation of Transportation Costs

10. **Far 52.247-50 NO EVALUATION OF TRANSPORTATION COSTS (APR 1984)**
Costs of transporting supplies to be delivered under this contract **will not be** an evaluation factor for award.

A02 - TYPE OF CONTRACT - REQUIREMENTS CONTRACT**FAR 52.216-21 REQUIREMENTS (OCT 1995)**

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the 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 orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations.

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **365 days after the date of the last order placed during the effective period of the contract.**

EXCEPTIONS TO THE REQUIREMENTS CONTRACT

Notwithstanding any other provisions of the contract, the Government shall not be obligated to order supplies under this contract if:

A. The Contractor is delinquent in delivery of material on one or more previous orders issued under this contract.

If the Government does issue an order despite the existence of one of the above circumstances, It shall be a valid order subject to all the terms of this contract, and the Contractor shall proceed accordingly.

SECTION B - SUPPLIES/SERVICES AND PRICES**B01 - SUPPLIES AND EFFORT TO BE ORDERED**

("SCHEDULE SHEET")

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES		
NAME OF OFFEROR OR CONTRACTOR		SPRPA1-15-R-006Z			
Cubic Defense Applications					
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	ANTENNA, DF P/N : (94987) 282620-1 NSN: 7RH 5985-01-529-6488 BL				
0001AA	N00383-15-RCP-Z029				
	Base Year FY 2016	10	each		
	Base Year FY 2017	12	each		
	Option Year FY 2018	17	each		
0002	RECEIVER TRANSMITTER P/N: (94987) 282550-1 NSN: 7RH 5821-01-531-1510				
0002AA	N00383-15-RCP-Z029				
	Base Year FY 2016	10	each		
	Base Year FY 2017	2	each		
	Option Year FY 2018	0	each		
0003	ANTENNA P/N: (94987) 282622-1 NSN: 7RH 5985-01-544-0129				
0003AA	N00383-15-RCP-Z029				
	Base Year FY 2016	10	each		
	Base Year FY 2017	12	each		
	Option Year FY 2018	16	each		

0004	MOUNTING BASE P/N: (94987) 282610-1 NSN: 7RH 5975-01-544-0404			
0004AA	N00383-15-RCP-Z029	10	each	
	Base Year FY 2016	4	each	
	Base Year FY 2017	0	each	
	Option Year FY 2018			
	SHIP TO:			
	PACKAGING: SEE ATTACHMENT 'A'			
	INSPECTION AT ORGIN ACCEPTANCE AT ORGIN			
	For Critical Safety Items (CSI), DFARS clause 252.209-7010, Identification of Critical Safety Items, is incorporated by reference. For items which Government Inspection and Acceptance will be conducted at the source, DLAD clause 52.246-9004, Product Verification Testing, is incorporated by reference. DLAD clauses can be viewed at http://www.dla.mil/Acquisition/Pages/DLAD.aspx			
	As applicable, DFARS clause 252.242-7005, Contractor Business Systems, is incorporated by reference.			

OPTIONAL FORM 336 (4-86)
SECTION B - SUPPLIES/SERVICES AND PRICES

B01 - PLACING AND PROCESSING ORDERS

ORDERING FAR 52.216-18 (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of Delivery Orders or Task Orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of this contract through the expiration date of the contract.

(b) All Delivery Orders or Task Orders are subject to the terms and conditions of this Contract. In the event of conflict between a Delivery Order or Task Order and this contract, the Contract shall control.

(c) If mailed, a Delivery Order or Task Order is considered "issued" when the Government deposits the Order in the mail. Orders may be issued orally, by facsimile, or by Electronic Commerce methods, only if authorized in the Schedule.

ORDER LIMITATIONS FAR 52.216-19 (OCT 1995)

(A) MINIMUM ORDER: When the Government requires supplies or services covered by this contract in quantities less than **(SEE BELOW)**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(B) MAXIMUM ORDER: The Contractor is not obligated to honor--

(1) Any order for a single item in excess of **(SEE BELOW)**

(2) Any order for a combination of items in excess of **(N/A)**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (1) above.

(C) If this is a requirements contract (i.e., includes the Requirements Clause Far 52.216-21 of the Federal Acquisition Regulations), 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 (or orders) is returned to the ordering office within **15** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

<u>ITEM</u>	<u>YEAR</u>	<u>MINIMUM ORDER QUANTITY</u>	<u>MAXIMUM ORDER QUANTITY</u>
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There is NO TOTAL QUANTITY MIN/MAX and NO LIMIT on number of orders to be issued.

1. FORM AND CONTENT OF ORDERS

Orders issued under this Contract shall be in writing and prepared on DD Form 1155. However, if an **EXIGENCY** so demands, orders 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, in all cases, each DD Form 1155 order **shall** include the following:

- a. Contract number and order number, effective date of order, and appropriate reference to this contract.
- b. Citation of the negotiation authority pursuant to which the order is negotiated.
- c. Description of supplies to be procured including item number, nomenclature, part number, national stock number, quantity, delivery schedule, unit and extended price.
- d. Where appropriate, special instructions regarding shipping, place of inspection and delivery, and DoD priority designation.
- e. Applicable appropriation and accounting data, packing/packaging instructions, and special invoicing instructions, if applicable.
- f. Applicable DO Rating certified under DMS Regulation No. 1.

3. OBLIGATIONS OF CONTRACTOR

a. The Contractor shall, except as specified in paragraph (b) below, proceed to perform each **Priced Order** issued under the contract immediately upon receipt. The issuance of such an order under this Requirements vehicle shall constitute a contract.

b. The contractor shall not proceed if:

(1) Any order for which any of the representations or certification set forth by the Contractor in this contract cannot also be made by the Contractor in regards to any such order.

(2) Any order line item which requires an article which has been superseded as the result of an engineering change and the contractor is not authorized to proceed with production in accordance with the clause herein entitled "Design Changes" (Section C01).

c. Where the Contractor is not authorized to proceed with production, the Contractor shall so advise the PCO (by email or FAX, if available) within fifteen (15) working days after receipt of the order, and await instruction from the PCO regarding orders described above. Such instructions shall be issued within fifteen (15) 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 (2) 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.

SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

C01 - DESIGN CHANGES

(a) This Section (C01) is applicable to all orders issued under this contract unless otherwise stated in the specific order.

(b) All Government approved production design changes in parts, subassemblies or complete articles furnished or to be furnished by the contractor directly or indirectly to Defense Logistics Agency (DLA) shall be deemed to relate to and affect the corresponding spare items (parts, subassemblies, or complete articles) as may be ordered under this contract whenever:

(i) performance or durability is affected to such an extent that superseded parts, subassemblies, or complete articles must be discarded in services for reasons of safety or unsatisfactory functioning.

(ii) dimensions of parts, subassemblies, or complete articles are affected to such an extent that the superseded and superseding parts, subassemblies or complete articles are not directly and completely interchangeable with respect to installation and/or performance, or

(iii) superseded parts are limited to use in specified articles or models and the superseding parts are not so limited as to use.

(c) When each such Government approved production design change relates to and affects such items as may be ordered hereunder, contractor, within thirty (30) working days from the date of Government approval of such change or within the ten (10) working days from the time of publication by the contractor of such change, whichever is sooner, shall:

(i) take immediate steps to the end that the items to be delivered hereunder shall as rapidly as practicable and in such manner as not unduly to interfere with production schedules, unless authorized by the Contracting Officer, embody such change;

(ii) submit to the ordering activity three (3) copies of the approved Change in Design together with drawings;

(iii) submit to the ordering activity ten (10) copies of an "Analysis of Spare Parts Change" in form substantially similar to Attachment 1 to this contract. The Analysis of Spare Parts Change shall reference the approved Change in Design Number and the order under this contract or letter of intent to which the Analysis of Spare Parts Change shall relate. The Analysis of Spare Parts Change shall be assigned numbers to run consecutively beginning with Number 1, and shall, in addition to the foregoing, show the following information under numbered columns as follows:

Col. 1 - Item Number - The spare parts order item number of the superseded part when applicable, and the assigned item number for the superseded part.

Col. 2 - Superseded Part Number - The superseded contractor's part number or numbers.

Col. 3 - Superseding Part Number - The superseding contractor's part number or numbers. If the superseded part number is superseded by several part numbers, all superseding numbers shall be shown.

Col. 4 - Quantity on Order - The quantity on accepted orders of the superseded part and the superseding part if there are any of the superseding parts on order.

Col. 5 - Quantity Shipped Scheduled to Effective Date - The total quantity that has been shipped plus the quantity of superseded part to be shipped prior to effective date of incorporation of engineering change.

Col. 6 - Balance on Contract - The balance on contract of the superseded part (Col. 4 minus Col 5.).

Col. 7 - Nomenclature of the superseded and superseding parts.

Col. 8 - Quantity per Model - The number of units of the superseding and the superseded parts per model as affected by the Approved Engineering Change or Substitution or Improvement.

Col. 9 - Equipment Models - The basic model or models to which the superseding and superseded parts are applicable as affected by the Change in Design.

Col. 10 - Quantity to Remove - Quantity of superseded part to be removed from contract order or orders.

Col. 11 - Quantity to Add - Quantity of superseding parts to be added to contract order or orders; and estimated change in delivery schedules, lead time, if any, and budgetary price for informational purposes.

Col. 12 - Remarks - The pertinent comments of the contractor concerning reasons for the change in parts on order.

(d) Within thirty (30) working days from the forwarding of such "Analysis of Spare Parts Change" to the Ordering Activity Code 0221.04, the contractor shall:

(i) Receive approval of the superseding part number and quantity specified in the "Analysis of Spare Parts Change" from the aforementioned Government activities or,

(ii) Receive advice in writing that all or a specified number of the articles thereafter to be delivered hereunder shall not embody such change and the contractor shall make the appropriate adjustment accordingly, Four (4) copies of the approved "Analysis of Spare Parts Change" shall be forwarded to the contractor. If neither a change to the "Analysis of Spare Parts Change" nor an approved "Analysis of Spare Parts Change" is received by the contractor within the thirty (30) working days specified above, the contractor shall proceed with deliveries under the order in accordance with the changes specified in the "Analysis of Spare Parts Change" as originally forwarded by the contractor.

(e) Appropriate adjustment, if any, with respect to price, cost of compliance with the change, and other relevant provisions of the contract, shall be made thereafter by the Cognizant Contracting Officer in accordance with the procedures set forth in the section of the contract entitled "Changes".

(f) As used in this section, the term:

(i) "Government approved production design change" or "change in design" will be deemed to include without limitation, all engineering changes, improvements or substitutions as may be approved or coordinated by Defense Logistics Agency or the authorized representative thereof, including the prime weapon system manufacturer.

(ii) "Interchangeable" shall be deemed to relate to (1) installational or physical interchangeability of complete articles or subassemblies, or (2) functional interchangeability of complete articles or subassemblies, or (3) physical or functional interchangeability of the detail parts within complete articles or subassemblies.

(iii) "Analysis of Spare Parts Change" shall be deemed to relate to all parts, subassemblies, or complete articles on order hereunder affected by a Government approved production design change, and not merely to "Parts".

(iv) "Publication" shall mean the issuance by the Engineering Department of the contractor and/or weapon system manufacturer to all parties concerned (including the Government) with the making of such change of specific directions to be used by the contractor with respect to the making thereof (called "Engineering Change No: ").

C02 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS DFARS 252.211-7005 (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.dcmi.mil/20/guidebook_process.htm (paragraph 4.2).

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

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

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

(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.

SECTION D – PACKAGING AND MARKING (Clauses in this section are incorporated by reference)

D01 – DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUGUST 2011)

DFARS 252.211-7003 is incorporated by reference into this contract. Implementation of the UID requirement will be via contract modification. Pricing and accounting for UID costs will be consistent with applicable requirements. Requirements for valuation will be passed along to subcontractors.

Costs associated with engineering or drawing updates or similar issues shall not be included or funded in Defense Logistics Agency (DLA) contracts. Contractor implementation of the UID marking requirement under this contract will begin following an OSD approval of the Program Office implementation plan that includes updated technical specifications detailing how the item is to be marked.

As such time, the Contractor may be required to provide a plan outlining how this requirement will be implemented. For planning purposes, development of specific marking requirements will be based on MIL-STD-130M (or later, as in effect on the date of the contract award) criteria. As part of the plan, the contractor may be required to, for example, identify all parts with MIL-STD-130 identification plates, how parts with such plates will be marked and how items without such plates will be marked. Configuration management provisions of the contract apply to UID requirements.

D02 - RADIO FREQUENCY IDENTIFICATION DFARS 252. 211-7006 (SEPT 2011) Applies to individual cases and palletized unit loads for the shipment of items in the supply classes and to the locations identified in DFARS 211.275-2.

D03 - ITEM MARKING REQUIREMENTS DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008)

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 N.

D04 - PRESERVATION, PACKING AND MARKING DFARS 252.211-7004 ALTERNATE PRESERVATION, PACKAGING, AND PACKING (DEC 1991)

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

(DA07LN)

NAVSUPWSSDA07 PRESERVATION, PACKING AND MARKING (September 2011)

The contractor shall preserve, 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-2073-1D, "Standard Practice for Military Packaging", Packaging Requirements Code specified in the Schedule. When a Specialized Preservation Code/Method of Preservation (table JI-Ia) is invoked, and one or more of the following packaging fields (WM, CUD, CT, UC) value is a 00 (numeric), the Specialized Preservation/MOP procedure and materials takes precedence. Disregard "HM" and "LP" fields and replace "SPMK 99" with "00". Contractor can access <https://tarp.navsisa.navy.mil> for code interpretation.

b. **IMMEDIATE USE/INSTALLATION AND PART NUMBER BUY SHIPMENTS** – Government (PCO/ACO) approval is required for all items determined to be for immediate use (e.g. CASREP, AOG, or Repair line stoppage). 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 3951-98, "Standard Practice for Commercial Packaging", for all shipments to a continental United States (CONUS) government activity or contractor-owned facility. Marking shall be in accordance with MIL-STD-129P, "Military Marking for Shipment and Storage". All buys destined for overseas shipment shall be preserved in accordance with MIL-STD-2073-1D.

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

Domestic Shipments (CONUS):

Level B

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

Via air, FPO, APO

Level B

Via freight forwarder

Level B

Via surface

Level A

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

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

1) Supplementary Procurement Instrument Identification Number (SPIIN) – the 4-digit order number that follows the basic BOA or long-term contract number (i.e. 0001, A001, 5001, 7001, etc.),

2) Contract Line Item Number (CLIN) – the 4-digit individual line item number (i.e. 0001, 0002, etc), and

3) SubCLIN – the 6-digit sub line item number (i.e. 0001AA, 0001AB, 0002AA, 0002AB, etc).

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

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

d. DEPOT LEVEL REPAIRABLE (DLR) LABELS

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

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

2) Labels are available via the Naval Forms Online website: <http://navalforms.daps.dla.mil>. The website will advise the procedures for ordering and establishing an account. When searching for the DLR label, the following procedure should be followed:

- a) Click on “Keyword Search”
- b) Under "Search Criteria", type in “DLR”

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) (UNIQUE TO NAVSUP WEAPON SYSTEMS SUPPORT, MECHANICSBURG SITE, MARITIME REQUIREMENTS)

1) Certain Program-related items are identified by a two-position SMIC, which appears as a suffix to the NSN (eg. 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 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	LEVEL 1	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. UNITED NATIONS (UN), INTERNATIONAL PLANT PROTECTION COMMISSION (IPPC) RESTRICTIONS REGARDING WOOD PACKAGING MATERIAL (WPM)

In accordance with the requirements of International Standards for Phytosanitary Measures (ISPM) 15 "Guidelines for Regulating Wood Packaging Material in International Trade," approved by the Interim Commission on Phytosanitary Measures of the IPPC Convention on 14 Mar 2002 <https://www.ippc.int/> and imposed by the United Nations (UN), and in accordance with DoD Manual 4140.01.65 "Compliance for Defense Packaging: Phytosanitary Requirements for Wood Packaging Material (WPM)," the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frames, and cleats. Packaging materials exempt from the requirements are materials that have undergone a manufacturing process such as corrugated fiberboard, plywood, particleboard, veneer and oriented strand board. All WPM shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) lumber and certified by an accredited agency recognized by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (<http://www.alsc.org>). All materials must include certification markings in accordance with ALSC standards and be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry, possibly causing unacceptable delay in delivery of needed parts.

5. 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-129P to apply either Type I or Type II shelf-life markings for an item's unit, intermediate and shipping containers. Contractors will ensure that at least eighty-five (85%) of the Navy shelf-life requirement is remaining when received by the first government activity.

6. REUSABLE NSN CONTAINERS

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

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

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

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

Reusable NSN containers (excluding wood and fiberboard) for aviation material (designated by a Cognizant Code of "7R", "6K" or "0R") shall be provided as GOVERNMENT-FURNISHED MATERIAL (GFM). Fast Pack containers WILL NOT be provided as GFM. To obtain GFM reusable containers, the contractor must first obtain a Container Request Form either from <https://tarp.navsisa.navy.mil/container> or by contacting 215-697-5842, then fax the completed form to 215-697-1405/3850 at least 90 days prior to the anticipated shipping date (monthly for repair contracts). If the Navy's Container Management Area (CMA) informs the contractor that containers are unavailable, the following alternate packaging requirements apply. Under no circumstances will the unavailability of reusable containers be an excusable delivery delay. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

**ALTERNATE PACKAGING REQUIREMENTS FOR
ITEMS ASSIGNED THE FOLLOWING CONTAINERS:**

Container NIIN	Container Part Number(80132)	Alternate Packaging Code IAW MIL-STD-2073-1D
00-260-9548	P069-2	GX1000LTBEC (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.

7. 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.

8. MATERIAL SAFETY DATA SHEETS

If the subject solicitation contains 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 Weapon Systems Support Contracting Officer prior to award. A copy must also be provided to NAVSUP Weapon Systems Support, Code 0772, P.O. Box 2020, 5450 Carlisle Pike, Mechanicsburg, PA 17055-0788 or via FAX number 717-605-3480.

9. TRANSPORTATION

The Defense Transportation Regulation, DoD 4500.9-R, Part II prescribes transportation requirements for shipment of DoD material. Specifically,

a. All shipments must comply with ITV requirements by providing movement data to GTN via EDI using American National Standards Institute (ANSI) X12 codes (SDDC Freight Traffic Rules Publication [MFTRP] NO. 1C, Rules and Accessorial Services Governing the Movement of Department of Defense Freight Traffic by Motor Carrier, Item 13).

b. All shipments will comply with DOD AIT standard marks as identified in the DTR and Military Standard (MIL-STD)-129, Department of Defense Standard Practice, Military Marking For Shipment

and Storage, http://www.acq.osd.mil/log/rfid/mil_std_129pch3.htm. Shipments must be marked with a Military Shipping Label (MSL) containing bar code symbols as identified in Defense Transportation Regulation, Part II, Chapter 208.

c. All export OCONUS shipments entering the Defense Transportation System must be pre-cleared using an Advanced Transportation Control and Movement Document(s) (ATCMDs) through the sponsoring shipper service Airlift Clearance Authority (ACA).

In addition, the DTR provides detailed requirements for transportation of classified material. To ensure requirements of the Defense Transportation Regulation are met, the contract should cite FOB Origin terms, making the government responsible for transportation. FOB Origin transportation ensures lowest possible transportation cost, rapid delivery worldwide, door-to-door tracking of shipments, duty-free customs clearance for overseas shipments without the need for export licenses, and compliance with all DoD transportation requirements.

Contact NAVICP PHIL 0344.02 at (215) 697-2886 for transportation-related assistance.

SECTION E - INSPECTION AND ACCEPTANCE

E01 - INSPECTION OF SUPPLIES - FIXED-PRICE FAR 52.246-2 (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 if set forth in full.

(x) 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 - RESPONSIBILITY FOR SUPPLIES FAR 52.246-16 (APR 1984)

This 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 set forth in full.

E03 -- HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT – MIL-I/MIL-Q (OCT 2008)

(a) In accordance with FAR 52.246-11, the contractor shall comply with MIL-I-45208 Quality System, or for purposes of this solicitation and resultant contract, the following documents are considered optional and equivalent and the Offeror may choose one of the options below by checking the appropriate block:

ISO 9001-Quality System-Model for Quality Assurance in Design, Development, Production, Installation and Servicing

ASQC-Q9001-Quality System- Model for Quality Assurance in Design, Development, Production, Installation and Servicing

SAE-AS9100-Quality System Aerospace - Model for Quality Assurance in Design, Development, Production, Installation and Servicing

OTHER (Specify) _____

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

(b) The contractor shall use and be compliant with the revision of the applicable quality standard in effect at time of the Offeror's latest proposal submission.

(c) Measuring and Test Equipment - The contractor shall use a calibration system that meets the requirements of MIL-STD-45662A, ANSI/NCSSL-Z540.3-2006, or ISO 10012-1. Contractor use of a calibration system other than one specified herein will require DLA review and concurrence.

E04 - INSPECTION AND ACCEPTANCE AT ORIGIN

Except as otherwise specified in the order, Final inspection and acceptance of the articles or services to be furnished pursuant to orders issued hereunder shall be made by the cognizant government inspector at the contractor's or subcontractor's plant.

SECTION F - DELIVERY OR PERFORMANCE

F01 - CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (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: <https://www.neco.navy.mil/clauses.cfm>

FOB ORIGIN

<u>Clause Number</u>	<u>Clause Title</u>	<u>Clause Date</u>
Far 52.211-17	Delivery of Excess Quantities of \$250 or less	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 52.247-59	F.o.b Origin – Carload Truckload Shipments	APR 1984
Far 52.247-61	F.o.b. Origin - Minimum Size Of Shipment	APR 1984

F02 - PLACE OF DELIVERY

FOB ORIGIN

A. Subject to FAR 52.247-29 "FOB Origin" 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 on each Priced Order under this Contract. The method of shipment will be specified by the cognizant Government Inspector when the articles are ready for shipment.

C. 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".

D. 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 (RFP) or a Request for Quotation (RFQ), offers are cautioned that an offer submitted on a basis other than FOB Origin may not be considered for award.

F03 - TIME OF DELIVERY FAR 52.211-8 (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>WITHIN DAYS AFTER DATE OF CONTRACT</u>
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0001	To Be Specified in Each Order	Begin 180 Days ADC
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The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>WITHIN DAYS AFTER DATE OF CONTRACT</u>
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(b) 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 award is dated. Therefore, the offeror should 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

(1) five calendar days for delivery of the award through the ordinary mails, or

(2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically.

(The term "working day" excludes weekends and U.S. Federal holidays). If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

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**.

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.

SECTION H - SPECIAL PROVISIONS

H01 - CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD254)

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 hereto 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.

H02 – ASSIGNMENT OF CLAIMS FAR 52.232-23 (JAN 1986)

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 DLAD 52.216-9006 ADDITION/DELETION OF ITEMS

(a) The Government reserves the right to unilaterally delete items that were available from only one manufacturer at the time of award if an alternate source of supply becomes available or the Government's requirements are modified to provide for full and open competition. The Government will provide a 30 day advance notice to the contractor prior to deleting any item from the contract.

(b) New items may be added to the contract through bilateral modification with negotiated prices. All new requirements are subject to synopsis prior to addition to the contract.

(c) Discontinued Items:

(1) The contractor agrees to provide the Government with immediate, written notification when an item is to be discontinued by the manufacturer, including a recommendation for any potential substitute or replacement items. If the Government elects to include a substitute or replacement item in the contract, the contract will be modified accordingly.

(2) If an item is discontinued without replacement, the notice should include a recommendation concerning the availability of items that are comparable in form, fit, and function. The contractor shall not incur any costs related to alternate sources of supply without the express written approval of the Contracting Officer. The Government has the option to make a last time order, or series of orders, within 30 days after receiving written notification of the discontinued item after which the item will be deleted from the contract. The contractor shall honor any last time order unless it is returned to the ordering office within 10 days after issuance, with written notice stating the full quantity is not available for shipment. The terms of such order(s) will be negotiated by the parties, including changes to the delivery schedule and maximum quantity available for shipment.

PART II – CONTRACT CLAUSES**SECTION I – CONTRACT CLAUSES****I01 - CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (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: <https://www.neco.navy.mil/clauses.cfm>

PART I - FAR

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business of Ethics and Conduct	APRIL 2010
52.203-14	Display of Hotline Poster(s)	DEC 2010
52.204-2	Security Requirements (See Attached DD254, if applicable)	AUG 1996
52.204-4	Printed/Copied Double-sided on recycled paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification Of Contractor Personnel	JAN 2011
52.204-10	Reporting Subcontract Awards	SEP 2007
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	OCT 2008
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	DEC 2010
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority and Allocation Requirement	APR 2008
52.215-2	Audit and Records - Negotiation	OCT 2010
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data NOTE: The PCO grants exception to the requirement for cost or pricing data and respective certifications for DLA and Army Depots, pursuant to determination that prices are established by law or regulation	
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications NOTE: The PCO grants exception to the requirement for cost or pricing data and respective certifications for DLA and Army Depots, pursuant to determination that prices are established by law or regulation	OCT 2010

52.215-12	Subcontractor Cost or Pricing Data NOTE: The PCO grants exception to the requirement for cost or pricing data and respective certifications for DLA and Army Depots, pursuant to determination that prices are established by law or regulation	OCT 2010
52.215-13	Subcontractor Cost or Pricing data – Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-14	Integrity of Unit Prices - Alternate I (Sole Source)	OCT 1997
52.215-15	Pension Adjustment and Asset Reversions	OCT 2010
52.215.16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money (Applicable when contractor does not propose facilities capital cost of money)	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions	JUL 2005
52.215-20	Requirements for Cost and Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information for Other Than Cost or Pricing Data – Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.215-23	Limitations on Pass-Through Charges – Alternative I	OCT 2009
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan	JAN 2011
52.219-10	Incentive Subcontracting Program	OCT 2001
52.219-16	Liquidated Damages Subcontracting Plan	JAN 1999
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside	NOV 2011
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation	JUL 2005
52.222-19	Child Labor – Cooperation with Authorities and Remedies	JUL 2010
52.222-20	Walsh-Healy Public Contracts Act	OCT 2010
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification of Visa Denial	JUN 2003
52.222-35	Equal Opportunity-SpecDisabVets,VVE, Other Eligible Veterans	SEP 2010
52.222-36	Affirmative Action for Workers with Disabilities	OCT 2010
52.222-37	Employment Reports-SpecDisabVets,VVE, Other Eligible Veterans	SEP 2010
52.222-39	Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees	DEC 2010
52.222-50	Combating Trafficking In Persons	FEB 2009
52.222-50	Combating Trafficking In Persons – Alternative I	AUG 2007
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	
52.227-1	Authorization and Consent	JUN 2000
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity- Applies only to commercial items in Attachment A	DEC 2007
52.229-3	Federal, State, and Local Taxes	APR 1984
52.229-6	Taxes - Foreign Fixed Price Contract (Applicable to contracts to be wholly or partly performed within a foreign country.)	APR 2003
52.230-2	Cost Accounting Standards	JUN 2003
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Not App SBs or Commercial Items or prices set by law or regulation)	OCT 2010
52.230-4	Disclosure and Consistency of Cost Accounting Practices for Contracts Awarded to Foreign Concerns	OCT 2008
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	JUN 2010
52.232-8	Discounts for Prompt Payment	APR 1984

52.232-9	Limitation of Withholding of Payments	FEB 2002
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 1984
52.232-16 Alt I	Progress Payments - Alternate I - Applies if awardee is a SB	AUG 2000
52.232-16 Alt II	Progress Payments – Alternate II	MAY 2001
52.232-16 Alt III	Progress Payments - Alternate III - Applies if awardee is not SB and award is BOA or LTC	APR 2003
52.232-17	Interest	APR 2003
52.232-23	Assignment of Claims	OCT 2010
52.232-23	Assignment of Claims - Alternate I	JAN 1986
52.232-25	Prompt Payment	APR 1984
52.232-33	Payment by Electronic Funds Transfer(EFT)--Central Contractor Registration	OCT 2008
52.233-1	Disputes	OCT 2003
52.233-1	Disputes - Alternate I	JUL 2002
52.233-3	Protest after award	DEC 1991
52.233-4	Applicable Law for Breach of Contract Claim	AUG 1996
52.239-1	Privacy or Security Safeguards	OCT 2004
52.242-13	Bankruptcy	AUG 1996
52.243-1	Changes – Fixed Price	JUL 1995
52.243-6	Change Order Accounting	AUG 1987
52.243-7	Notification of Changes	Apr 1984
52.244-2	Subcontracts	APR 1984
52.244-5	Competition in Subcontracting	OCT 2010
52.244-6	Subcontracts for Commercial Items	DEC 1996
52.245-1	Government Property	OCT 2010
52.246-23	Limitation of Liability	AUG 2010
52.246-24	Limitation of Liability - High Value Items	FEB 1997
52.247-1	Commercial Bill of Lading Notations (F.o.b. Origin contracts)	FEB 1997
52.247-63	Preference for U.S. Flag Air Carriers	FEB 2006
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels	JUN 2003
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels - Alternate I	FEB 2006
52.247-68	Report of Shipment (REPSHIP)	APR 2003
52.248-1	Value Engineering	FEB 2006
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form)	OCT 2010
52.249-2	Termination for Convenience of the Government(Fixed Price)	APR 1984
52.249-8	Default (Fixed-Price Supply and Service)	MAY 2004
52.253-1	Computer Generated Forms	APR 1984

PART II - DFARS

CLAUSE NUMBER	CLAUSE TITLE	CLAUSE DATE
252.203-7000	Requirements Relating to Compensation of Former DOD Officials	JAN 2009
252.225-7014	Domestic Speciality Metals	APR 2003
252.203-7001	Prohibition on Persons Convicted of Fraud and Other Defense Contract Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004	Alternate A, Central Contractor Registration	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7007	Alternate A, Annual Representations and Certifications	MAY 2010
252.204-7008	Export Controlled Items	APR 2010
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
252.215-7000	Pricing Adjustment	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)	OCT 2010
252.223-7004	Drug-Free Workforce	SEP 1988
252.225-7001	Buy American Act and Balance of Payments Program	JAN 2009

252.225-7002	Qualifying Country Sources as Subcontractors	APR 2003
252.225-7004	Report of Intended Performance Outside the United States and Canada – Submission after Award	OCT 2010
252.225-7005	Identification of Expenditures in the United States	JUN 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7009	Restriction on Acquisition of Certain Articles Containing Speciality Metals	JAN 2011
252.225-7012	Preference for Certain Domestic Commodities	JUN 2010
252.225-7013	Duty-Free Entry	DEC 2009
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	DEC 2010
252.225-7021	Trade Agreements	NOV 2009
252.225-7025	Restrictions on Acquisition of Forgings	DEC 2009
252.225-7028	Exclusionary Policies & Practices of Foreign Governments (FMS ONLY)	APR 2003
252.225-7031	Secondary Arab Boycott of Israel (ALL SOL)	JUN 2005
252.225-7036	Buy American Act – Free Trade Agreements Balance of Payments Program	DEC 2010
252.225-7036Alt I	Buy American Act – FTA Balance of Payments Program	JUL 2009
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data — Non Commercial Items	MAR 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7030	Technical Data—Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7003	Frequency Authorization	DEC 1991
252.242-7003	Application for U.S. Government Shipping Documentation/Instructions	DEC 1991
252.242-7004	Material Management And Accounting System	JUL 2009
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2010
252.245-7001	Reports of Government Property	FEB 2011
252.246-7000	Material Inspection and Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification of Transportation of Supplies by Sea	MAR 2000
252.232-9401	Segregation of Costs	JAN 1992

PART III - DLAD

CLAUSE NUMBER	CLAUSE TITLE	CLAUSE DATE
52.204-9002	Solicitation Provisions and Contract Clauses Statement (DLAD)	JUN 2008
52.211-9004	Priority Rating for Various Long-Term Contracts	NOV 2011
52.211-9005	Conditions for Evaluation and Acceptance of Offers for Critical Safety Items	NOV 2011
52.211-9006	Changes in Contractor Status, Item Acquired, and/or Manufacturing Process/Facility – Critical Safety Items	JUL 2002
52.211-9007	Withholding of Material Review Board (MRB) Authority	NOV 2011
52.216-9023	Additional Ordering Limitation (DLAD)	APR 2008

52.246-9020	Distribution of Material Inspection and Receiving Report (DLAD)	APR 2008
52.246-9039	Removal of Government Identification from Non-Accepted Supplies (DLAD)	APR 2008
52.247-9029	Shipping Instructions (DLAD)	APR 2008
52.247-9030	Commercial Shipping Documents (DLAD)	APR 2008
52.247-9031	Manufacturers Loading Practices (DLAD)	APR 2008
52.247-9034	Point of Contact for Transportation Instructions (DLAD)	JUL 2008
52.247-9035	Shipping Instructions (Domestic)(DLAD)	OCT 2008

I02 - NOTIFICATION OF OWNERSHIP CHANGES FAR 52.215-19 (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).

I03 - OZONE-DEPLETING SUBSTANCES FAR 52.223-11 (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).

I04 - Government Property Installation Operation Services FAR 52.245-2 (Aug 2010)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, stolen, damaged or destroyed Government property. If any or all of the Government property is lost, stolen, damaged or destroyed or becomes no

longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

I05 - 52.219-9018 Notification of Subcontracting Plan

NOTIFICATION OF SUBCONTRACTING PLAN (NOV 2009) - DLAD

When requested by the Contracting Officer, the apparent successful offeror must submit within 60 calendar days its subcontracting plan in accordance with FAR 52.219-9 (for negotiated acquisitions) or FAR 52.219-9 Alternate I (for sealed bid acquisitions).

Failure to respond to the Contracting Officer's request by furnishing a subcontracting plan or evidence to establish that no subcontracting will be required for the specific purpose of performing the proposed award shall be cause for rejection of offer.

Where a commercial product is offered and a company/division wide plan has been previously submitted and approved, the offeror shall submit a copy of the approved plan along with evidence of prior approval.

In order to facilitate and expedite the processing of a subcontracting plan when requested by the Contracting Officer, the offeror shall furnish the data elements in the same sequence as set forth in paragraphs 52.219-9(d).

If the contract contains a requirement to submit an Individual Subcontract Report (ISR) or Summary Subcontract Report (SSR) to DCMA, follow instructions for submitting a report as provided at FAR 52.219-9.

I05(B) - SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) DFARS 252.219-7003D (DEVIATION)

This clause supplements either Federal Acquisition Regulation clause 52.219-9 Small Business Subcontracting Plan, or clause 52.219-9 Small Business Subcontracting Plan (DEVIATION), whichever of those two clauses is included in this contract.

(a) Definitions.

“Historically black colleges and universities,” as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institutions,” as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

“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 or rejecting SSRs in eSRS for the department or agency.

(b) Except for company or division-wide commercial items subcontracting plans, the term, “small disadvantaged business,” includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal when:

- (1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and
- (2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor’s small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protégé Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to--

- (1) Protégé firms which are qualified organizations employing the severely handicapped; and
- (2) Former protégé firms that meet the criteria in Section 831(g)(4) of Pub.L. 101-510

(f) The master plan is approved by the Contractors cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer (ACO) 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.

(h)(1) For DoD, the Contractor shall submit certain reports as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the ACO administering the contract unless contract administration has been delegated to the Defense Contract Management Agency (DCMA). If DCMA is administering the contract, submit the ISR to the Contracting Officer of the procuring contracting office. If no ACO has been assigned, submit the ISR to the Contracting Officer of the procuring contracting office.

(ii) An SSR for other than commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency listed below that administers the majority of the Contractor’s individual subcontracting plans:

- (A) Department of the Army
- (B) Department of the Navy
- (C) Department of the Air Force
- (D) Defense Advance Research Projects Agency
- (E) Defense Contract Management Agency
- (F) Defense Commissary Agency
- (G) Defense Finance and Accounting Service
- (H) Defense Information System Agency
- (I) Defense Logistics Agency
- (J) Defense Media Center
- (K) Defense Micro Electronics Activity
- (L) Department of Defense Education Activity
- (M) Defense Security Cooperation Agency
- (N) Defense Security Service

- (O) Defense Threat Reduction Agency
- (P) Missile Defense Agency
- (Q) Tricare Management Agency
- (R) United States Special Operations Command
- (S) United States Transportation Command
- (T) Uniformed Services University of the Health Sciences
- (U) Washington Headquarters Service

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

- (i) The authority to acknowledge or reject the ISR resides with the ACO or the Contracting Officer who receives it, as described in paragraph (h)(1)(i) of this clause.
- (ii) The Authority to acknowledge 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 or reject SSRs for the construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.
- (iv) The authority to acknowledge or reject the Year-End Supplementary Report for Small Disadvantaged Businesses resides with the Component SSR Coordinator who acknowledges or rejects the SSR.
- (v) If the Contractor submits the Small Disadvantaged Business Participation report using eSRS, the authority to acknowledge or reject this report in eSRS resides with the contracting officer who acknowledges or rejects the ISR.

() **Alternate I** (DEVIATION). When this clause is used to supplement FAR clause 52.219-9 Small Business Subcontracting Plan (DEVIATION), substitute the following paragraph (h)(1)(i) for (h)(1)(i) in the basic clause:

(h)(1)(i) The Standard Form 294 Subcontracting Report for Individual Contracts shall be submitted to the ACO or, if no ACO is assigned, the Contracting Officer; paragraph (h)(2)(i) is inapplicable.

I06 - 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 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 the cognizant FMS office.

(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.

I07 - Post-Award Small Business Program Rerepresentation FAR 52.219-28 (APR 2009)

(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 represent 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 represent its size status in accordance with the size standard in effect at the time of this 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/services/contractingopportunities/sizestandardsttopics/>.

(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 rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect the

Contractor’s current status. The Contractor shall notify the contracting officer 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 ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following representation 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 336411 assigned to contract number _____.*[Contractor to sign and date and insert authorized signer's name and title].*

I08 – Ordering Officers Under the Contract DLAD 52.201-9001 (APR 2008)

(a) Ordering Officers are authorized to place and sign delivery orders that are expressly within the terms and conditions of this contract. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In the case of a termination, the applicable agency, commissary, or activity may reprocur the supplies locally. The ordering officer shall also notify the DLA Contracting Officer of all terminations and repurchase actions which were processed under the indefinite delivery contract. Delivery orders outside the expressed terms and conditions of the contract shall be signed by the DLA Contracting Officer. Further limitations on the authority of the ordering officer may be stated elsewhere in the contract or in the letter of appointment.

(b) [] If checked, the following individuals are appointed Ordering Officers under this contract:

NAME

TITLE

(End of clause)

PART III - LIST OF DOCUMENTS, EXHIBITS and OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS: N/A

PART IV - REPRESENTATIONS AND OTHER INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K01 - CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (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.

DFARS

CLAUSE
NUMBER

CLAUSE TITLE

CLAUSE
DATE

252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	DEC 2006
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	DEC 2006

K02 - ANNUAL REPRESENTATIONS AND CERTIFICATIONS FAR 52.204-8 (JAN 2011)

(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 1000 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA 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.

(a)

(1) The following representations or certifications in ORCA 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 clause at 52.204-7, Central Contractor Registration.

(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) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 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.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 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.
- (ix) 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.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 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.
- (xii) 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.
- (xiii) 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.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
- (xvii) 52.225-18, Place of Manufacture
- (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 \$67,826, the provision with its Alternate II applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Act 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) 52.223-13, Certification of Toxic Chemical Release Reporting.

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically 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
<3>	<4>	<5>	<6>
<7>	<8>	<9>	<10>

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 ORCA.

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

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

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(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 - COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION FAR 52.230-1 (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

**K05 - PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES
FAR 52.230-7 (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.

**K06 --DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT
DFARS 252.209-7002 (JUNE 2010)**

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

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

(2) "Entity controlled by a foreign government"—

(i) Means—

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

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

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

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

(4) "Proscribed information" means—

- (i) Top Secret information;
- (ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;
- (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
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K07 - IDENTIFICATION OF SOURCES OF SUPPLY DFARS 252.217-7026 (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 No.	Address	Part	
(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.

K08 - HAZARD WARNING LABELS DFARS 252.223-7001 (DEC 1991)

(a) “Hazardous material,” as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert “None.”) ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

**K09 - BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE
DFARS 252.225-7000 (DEC 2009)**

(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 Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act 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)

K10 - BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE DFARS 252.225-7035 (DEC 2010)

(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,” “Peruvian end product,” “qualifying country 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) **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, or Peruvian end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

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

(1) For all line items subject to the Buy American Act—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, 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 (DEC 2010)

As prescribed in 225.1101(10)(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,” and “Peruvian end products” in paragraph (a) of the basic provision; and substitute the phrase “Canadian end products” for the phrase “Free Trade Agreement country end products other than Bahrainian end products or Moroccan 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.

K11 - REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA DFARS 252.247-7022 (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.

K12 - COMMERCIAL DERIVATIVE MILITARY ARTICLE-SPECIALTY METALS COMPLIANCE CERTIFICATE DFARS 252. 225-7010 (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.

(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.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L01 - CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (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.

PART I - FAR

<u>CLAUSE NUMBER</u>	<u>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 (applicable to a competitive RFP when the Government intends to award without discussions)	JAN 2004
52.215-1 Alt I	Instructions to Offerors - Competitive Acquisition - Alternate I (applicable when the Government intends to award after discussions with offerors in the competitive range)	OCT 1997
52.215-1 Alt II	Instructions to Offerors - Competitive Acquisition – Alternate II (applicable when the Government would be willing to accept alternate proposals)	OCT 1997
52.215-5	Facsimile Proposals	OCT 1997
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.216-27	Single or Multiple Award	OCT 1995
52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-50	Combating Trafficking in Persons	FEB 2009
52.225-7	Waiver of Buy American Act for Civil Aircraft and Related Articles	FEB 2000
52.232-13	Notice of Progress Payments	APR 1984
52.252-5	Authorized Deviations in Provisions	APR 1984

PART II - DFARS

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
252.209-7001	Disclosure of Ownership Control by Government of a Terrorist Country	JAN 2009
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	JUN 2010
252.232-7004	DOD Progress Payment Rates	OCT 2001

L02 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE FAR 52.211-14 (APR 2008)

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

L03 - REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA FAR 52.215-20 (OCT 1997)**(a) Exceptions from cost or pricing data.**

(1) **In lieu of submitting 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 cost or pricing data.** If the offeror is not granted an exception from the requirement to submit 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.

L04 - 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 (including subcontractor and prospective subcontractor cost or pricing data) to the Contracting Officer where the aggregate of the prices inserted on the order exceeds \$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 in excess of \$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)

L05 - TYPE OF CONTRACT 52.216-1 (APR 1984)

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

L06 - SERVICE OF PROTEST FAR 52.233-2 (AUG 1996)

(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 General Accounting 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 (identified on page 1)
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 - REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION WITH OFFER (OCT 2010)

(a) *Definition.* “United States,” as used in this provision, means the 50 States, the District of Columbia, and outlying areas.

(b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if—

(1) The offer exceeds \$12.5 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that—

- (i) Exceeds \$650,000 in value; and
- (ii) Could be performed inside the United States or Canada.

- (c) Information to be reported includes that for—
- (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.

- (d) The offeror shall submit the report using—
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.

(e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

L08 - RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES DFARS 252.225-7027 (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.

L09 - REQUESTS FOR EQUITABLE ADJUSTMENT DFARS 252.243-7002 (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.

L10 - REVIEW OF AGENCY PROTESTS FAR 33.102(d)(4)

In accordance with FAR 33.103(d)(4), interested parties may request an independent, level above the contracting officer, review of any protest filed with the agency. This request for an independent review may be made in lieu of a protest to the contracting officer, or as an appeal to a contracting officer protest decision. If requested as a result of an appeal, the timeliness rules for a GAO protest are not extended.

The individual that will conduct the independent review is the Chief of the Contracting Office. Interested parties requesting to have an independent review of a protest or to appeal a contracting officer protest decision shall address protests to:

Independent Protest Review Official
 Tamela Kozior, Code ZC
 Building 1 RM 2214
 700 Robbins Avenue
 Philadelphia PA 19111-5098

L11 - REPORTING OF COMMERCIALLY AVAILABLE OFF-THE-SHELF ITEMS THAT CONTAIN SPECIALTY METALS AND ARE INCORPORATED INTO NONCOMMERCIAL END ITEMS DFARS 252.225-7029 (JUL 2009)

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

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

(1) Follow the instructions on the Defense Procurement and Acquisition Policy website at http://www.acq.osd.mil/dpap/cpic/ic/restrictions_on_specialty_metals_10_usc_2533b.html to report information required by the contract as follows:

Contract Awarded:	Report by:
Before July 31, 2011	August 31, 2011
August 1 - 31, 2011	September 30, 2011
September 1 - 30, 2011	October 31, 2011

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

- (i) Company Name.
 - (ii) Product category of acquisition (i.e., Aircraft, Missiles and Space Systems, Ships, Tank–Automotive, Weapon Systems, or Ammunition).
 - (iii) The 6-digit North American Industry Classification System (NAICS) code of the COTS item, contained in the non-commercial deliverable item, to which the exception applies.
- (a) The Contractor shall not report COTS items that are incorporated into the end product under an exception other than paragraph (c)(2) of the clause at DFARS 252.225-7009, such as electronic components, commercial item fasteners, qualifying country, non-availability, or minimal amounts of specialty metal.

L12 - ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS DFARS 252.222-7999 (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.

L13- PROPOSAL CHECKLIST

The checklist provided via the attached link was developed to ensure that contractors submit a complete proposal. Offerors are instructed to review and complete this document with their proposal.

[checklist \(2\).pdf](#)

SECTION M - EVALUATION FACTORS FOR AWARD**M01 - NO EVALUATION OF TRANSPORTATION COSTS FAR 52.247-50 (APR 1984)**

Costs of transporting supplies to be delivered under this contract will not be an evaluation factor for award.

SECTION D - PRESERVATION, PACKAGING, PACKING AND MARKING REQUIREMENTS

Preservation, packaging, packing and marking instructions shall be in accordance with sections indicated with an "X" in the numbered blocks.

DOCUMENT REF. NO.

ATTACH A.

PAGE

1 of 1

CLAUSE
D400
SEC.
NO.

REQUISITION, CONTRACT OR ORDER NUMBER

N00383-15-RCPZ029

PRESERVATION, PACKAGING, PACKING AND MARKING REQUIREMENTS

1

General - All specifications applicable to these requirements shall be of the issue in effect on the date of the invitation for bid or original negotiation. Packaging terms, levels of protection, etc. used in this exhibit are defined in MIL-STD-2073-1.

2

Preservation and packaging shall be accomplished in accordance with the requirements of MIL-P-116. The specific packaging procedures, and Level of Protection for each item are delineated in the coded format of MIL-STD-2073-2 and cited below, along with additional data elements as defined in MIL-STD-2073-1.

ITEM NUMBER(S)		PRESER- VATION METHOD	CLEAN DRY	PRESERV- ATIVE MATL	WRAP- PING MATL	CUSHION/ DUNNAGE MATL	STOCK THICK- NESS	UNIT CON- TAINER	LEVEL OF PROT	INTERIM CON- TAINER	UNIT CNTR LVL	SPEC MKG	PACKING CODE								
01-529-6488		4	1	1	0	0	J	A	G	H	H	E	D	A	0	0	O	00	E	Q	Q

HAZMAT	QTY PER UNIT PACK	INT CNTR QTY	UNIT PACK WT	UNIT PACK CU	SPI NUMBER	REV	SPI DATE	CONTAINER NIIN	GFM	CFM
N	001	000								

CONTAINER MANAGER CODE	PHONE (215) 697-	SUPPLEMENTAL INSTRUCTIONS
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ITEM NUMBER(S)		PRESER- VATION METHOD	CLEAN DRY	PRESERV- ATIVE MATL	WRAP- PING MATL	CUSHION/ DUNNAGE MATL	STOCK THICK- NESS	UNIT CON- TAINER	LEVEL OF PROT	INTERIM CON- TAINER	UNIT CNTR LVL	SPEC MKG	PACKING CODE								
01-531-1510		4	1	1	0	0	J	A	G	H	H	E	D	A	0	0	O	00	E	Q	Q

HAZMAT	QTY PER UNIT PACK	INT CNTR QTY	UNIT PACK WT	UNIT PACK CU	SPI NUMBER	REV	SPI DATE	CONTAINER NIIN	GFM	CFM
N	001	000								

CONTAINER MANAGER CODE	PHONE (215) 697-	SUPPLEMENTAL INSTRUCTIONS
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ITEM NUMBER(S)		PRESER- VATION METHOD	CLEAN DRY	PRESERV- ATIVE MATL	WRAP- PING MATL	CUSHION/ DUNNAGE MATL	STOCK THICK- NESS	UNIT CON- TAINER	LEVEL OF PROT	INTERIM CON- TAINER	UNIT CNTR LVL	SPEC MKG	PACKING CODE								
01-544-0404		1	0	1	0	0	F	A	J	C	0	E	D	A	0	0	O	00	E	Q	Q

HAZMAT	QTY PER UNIT PACK	INT CNTR QTY	UNIT PACK WT	UNIT PACK CU	SPI NUMBER	REV	SPI DATE	CONTAINER NIIN	GFM	CFM
N	001	000								

CONTAINER MANAGER CODE	PHONE (215) 697-	SUPPLEMENTAL INSTRUCTIONS
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ITEM NUMBER(S)		PRESER- VATION METHOD	CLEAN DRY	PRESERV- ATIVE MATL	WRAP- PING MATL	CUSHION/ DUNNAGE MATL	STOCK THICK- NESS	UNIT CON- TAINER	LEVEL OF PROT	INTERIM CON- TAINER	UNIT CNTR LVL	SPEC MKG	PACKING CODE								
01-544-0129		4	1	1	0	0	0	0	n	a	x	e	5	a	e	5		00	e	q	u

HAZMAT	QTY PER UNIT PACK	INT CNTR QTY	UNIT PACK WT	UNIT PACK CU	SPI NUMBER	REV	SPI DATE	CONTAINER NIIN	GFM	CFM
n	001	aaa								

CONTAINER MANAGER CODE	PHONE (215) 697-	SUPPLEMENTAL INSTRUCTIONS
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3 Markings of all containers for item(s) shall include "Type I Shelf Life Item", date of cure, and an "Expiration Date" of _____ years after date of cure shelf life marking shall consist of the quarter of the year (i.e. Jan thru March 192 = 1Q92) in accordance with MIL-STD-129.

4 Markings of all containers for item(s) shall include "Type I Shelf Life Item" date of manufacture/assembly, and an inspection/test date of _____ years after date of manufacture/assembly. Shelf life marking shall consist of the quarter of the year and the year (i.e. Jan thru March 1992 = 1Q92) in accordance with MIL-STD-129. Refer to Section 5.D for additional requirements.