

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO	PAGE OF PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER SPRPA1-15-R-013W	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 13 JAN 2016	6. REQUISITION/PURCHASE NUMBER N0038315Y9507
7. ISSUED BY DLA AVIATION-PHIL, 700 ROBBINS ST, BLDG 1, RM 1600 PHILADELPHIA, PA 19111, LORAIN SMITH (APAC.06) 215-737-4371		CODE SPRPA1	8. ADDRESS OFFER TO (If other than item 7) DLA AVIATION-PHILADELPHIA, 700 ROBBINS ST, BLDG 1, RM 1600, L.SMITH (APAC.06) PHILADELPHIA, PA 19111		

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in BLDG 1, ROOM 2223 until 02:00pm local time 13 FEB 2016
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME LORAIN SMITH	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Lorain.Smith@dla.mil
		AREA CODE 215	NUMBER 737	EXTENSION 4371	

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<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

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

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 OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)		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

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	AMOUNT
0001	<p align="center">Base Year 1</p> <p>HM QUP ICQ PMT CD PM WM CUD CT UC LP IC UCL SP N 001 000 10 1 00 JA GA D FD A 00 A 07</p> <p>MK PACK UNIT PKWT UNIT PKCU OPI FFF 238 41.887</p> <p>PACKING IN ACCORDANCE W/ MIL-STD-129</p> <p>NSN 7RH 1560-01-513-4332 AND / OR NSN 7RH 1560-01-615-9024 WINDSCREEN, AIRCRAFT (L/H) SHELF LIFE 0-00 FOR REFERENCE ONLY: 97499 901-947-756-301 8P093 901-947-756-301 12035 188000-01 12035 188000-03</p>				
0001AA	<p>N0038315Y9507 SHIP TO TP:3 TBD</p>	156	EA		
0001AB	FIRST ARTICLE TEST (GOVERNMENT NON-DESTRUCTIVE)	01	LD	NSP	
0002	<p>NSN 7RH 1560-01-513-4333 AND / OR NSN 7RH 1560-01-615-9025 WINDSCREEN, AIRCRAFT (R/H) SHELF LIFE 0-00 FOR REFERENCE ONLY: 97499 901-947-756-302 8P093 901-947-756-302 12035 188000-02 12035 188000-04</p>				
0002AA	<p>N0038315Y9507 SHIP TO TP:3 TBD</p>	163	EA		
0002AB	FIRST ARTICLE TEST (GOVERNMENT NON-DESTRUCTIVE)	01	LD	NSP	

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	AMOUNT
0003	<p align="center">Base Year 2</p> <p>HM QUP ICQ PMT CD PM WM CUD CT UC LP IC UCL SP N 001 000 10 1 00 JA GA D FD A 00 A 07</p> <p>MK PACK UNIT PKWT UNIT PKCU OPI FFF 238 41.887</p> <p>PACKING IN ACCORDANCE W/ MIL-STD-129</p> <p>NSN 7RH 1560-01-513-4332 AND / OR NSN 7RH 1560-01-615-9024 WINDSCREEN, AIRCRAFT (L/H) SHELF LIFE 0-00 FOR REFERENCE ONLY: 97499 901-947-756-301 8P093 901-947-756-301 12035 188000-01 12035 188000-03</p>				
0003AA	<p>N0038315Y9507 SHIP TO TP:3 TBD</p>	156	EA		
0003AB	FIRST ARTICLE TEST (GOVERNMENT NON-DESTRUCTIVE)	01	LD	NSP	
0004	<p>NSN 7RH 1560-01-513-4333 AND / OR NSN 7RH 1560-01-615-9025 WINDSCREEN, AIRCRAFT (R/H) SHELF LIFE 0-00 FOR REFERENCE ONLY: 97499 901-947-756-302 8P093 901-947-756-302 12035 188000-02 12035 188000-04</p>				
0004AA	<p>N0038315Y9507 SHIP TO TP:3 TBD</p>	164	EA		
0004AB	FIRST ARTICLE TEST (GOVERNMENT NON-DESTRUCTIVE)	01	LD	NSP	

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	AMOUNT
	Option Year 1				
	HM QUP ICQ PMT CD PM WM CUD CT UC LP IC UCL SP N 001 000 10 1 00 JA GA D FD A 00 A 07				
	MK PACK UNIT PKWT UNIT PKCU OPI FFF 238 41.887				
	PACKING IN ACCORDANCE W/ MIL-STD-129				
0005	NSN 7RH 1560-01-513-4332 AND / OR NSN 7RH 1560-01-615-9024 WINDSCREEN, AIRCRAFT (L/H) SHELF LIFE 0-00 FOR REFERENCE ONLY: 97499 901-947-756-301 8P093 901-947-756-301 12035 188000-01 12035 188000-03				
0005AA	N0038315Y9507 SHIP TO TP:3 TBD	156	EA		
0005AB	FIRST ARTICLE TEST (GOVERNMENT NON-DESTRUCTIVE)	01	LD	NSP	
0006	NSN 7RH 1560-01-513-4333 AND / OR NSN 7RH 1560-01-615-9025 WINDSCREEN, AIRCRAFT (R/H) SHELF LIFE 0-00 FOR REFERENCE ONLY: 97499 901-947-756-302 8P093 901-947-756-302 12035 188000-02 12035 188000-04				
0006AA	N0038315Y9507 SHIP TO TP:3 TBD	164	EA		
0006AB	FIRST ARTICLE TEST (GOVERNMENT NON-DESTRUCTIVE)	01	LD	NSP	

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	AMOUNT
0007	<p style="text-align: center;">Option Year 2</p> <p>HM QUP ICQ PMT CD PM WM CUD CT UC LP IC UCL SP N 001 000 10 1 00 JA GA D FD A 00 A 07</p> <p>MK PACK UNIT PKWT UNIT PKCU OPI FFF 238 41.887</p> <p>PACKING IN ACCORDANCE W/ MIL-STD-129</p> <p>NSN 7RH 1560-01-513-4332 AND / OR NSN 7RH 1560-01-615-9024 WINDSCREEN, AIRCRAFT (L/H) SHELF LIFE 0-00 FOR REFERENCE ONLY: 97499 901-947-756-301 8P093 901-947-756-301 12035 188000-01 12035 188000-03</p>				
0007AA	<p>N0038315Y9507 SHIP TO TP:3 TBD</p>	156	EA		
0007AB	FIRST ARTICLE TEST (GOVERNMENT NON-DESTRUCTIVE)	01	LD	NSP	
0008	<p>NSN 7RH 1560-01-513-4333 AND / OR NSN 7RH 1560-01-615-9025 WINDSCREEN, AIRCRAFT (R/H) SHELF LIFE 0-00 FOR REFERENCE ONLY: 97499 901-947-756-302 8P093 901-947-756-302 12035 188000-02 12035 188000-04</p>				
0008AA	<p>N0038315Y9507 SHIP TO TP:3 TBD</p>	164	EA		
0008AB	FIRST ARTICLE TEST (GOVERNMENT NON-DESTRUCTIVE)	01	LD	NSP	

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	AMOUNT
0009	<p style="text-align: center;">Option Year 3</p> <p>HM QUP ICQ PMT CD PM WM CUD CT UC LP IC UCL SP N 001 000 10 1 00 JA GA D FD A 00 A 07</p> <p>MK PACK UNIT PKWT UNIT PKCU OPI FFF 238 41.887</p> <p>PACKING IN ACCORDANCE W/ MIL-STD-129</p> <p>NSN 7RH 1560-01-513-4332 AND / OR NSN 7RH 1560-01-615-9024 WINDSCREEN, AIRCRAFT (L/H) SHELF LIFE 0-00 FOR REFERENCE ONLY: 97499 901-947-756-301 8P093 901-947-756-301 12035 188000-01 12035 188000-03</p>				
0009AA	<p>N0038315Y9507 SHIP TO TP:3 TBD</p>	156	EA		
0009AB	<p>FIRST ARTICLE TEST (GOVERNMENT NON-DESTRUCTIVE)</p>	01	LD	NSP	
0010	<p>NSN 7RH 1560-01-513-4333 AND / OR NSN 7RH 1560-01-615-9025 WINDSCREEN, AIRCRAFT (R/H) SHELF LIFE 0-00 FOR REFERENCE ONLY: 97499 901-947-756-302 8P093 901-947-756-302 12035 188000-02 12035 188000-04</p>				
0010AA	<p>N0038315Y9507 SHIP TO TP:3 TBD</p>	164	EA		
0010AB	<p>FIRST ARTICLE TEST (GOVERNMENT NON-DESTRUCTIVE)</p>	01	LD	NSP	

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOTES:</p> <ol style="list-style-type: none"> 1. Please read the solicitation carefully. Offeror's shall follow directives within this solicitation for proposals. 2. In addition to requirements within this solicitation, use Attachment "A" as a Summary for the Base Years and each Option Year for proposed parts, delivery lead time, and delivery rate/month. 3. The guaranteed minimum for the total requirement is \$2,000,000.00 per approved source (effective upon issuance of first delivery order to that approved source(s)). 4. The maximum is \$80,000,000.00, and represents a total for the life of each contract and subsequent delivery orders (See Ordering clauses) 				

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PART I - THE SCHEDULE

SECTION A – SOLICITATION/CONTRACT FORM

A01 - NOTICE TO OFFERORS - INDEFINITE-DELIVERY, INDEFINITE-QUANTITY (IDIQ), MULTIPLE AWARD CONTRACT

1. This solicitation will ultimately result in Award of a two (2) Base Years and three (3) one (1)-year Options **INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ), MULTIPLE AWARD, FIXED PRICE contract(s)**, with a **GUARANTEED MINIMUM OF \$1,600,000.00 PER AWARDEE (BECOMES EFFECTIVE ONLY UPON ISSUANCE OF THE FIRST DELIVERY ORDER)**. 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: Five (5) year contract, including two (2) year Base Ordering period, and three (3) one (1)-year Options.
3. The quantities specified on the RFP Continuation Sheet are the Government's **Best Estimated Quantities (BEQs)**, alternately referred to as **Estimated Annual Demands (EADs)**. The actual quantities will be stated under each order issued under this contract.
4. Offerors are requested to **provide fixed prices and delivery lead times** for each item on RFP Continuation Sheets and **must follow requirements within this solicitation and also in the format of Attachment "A"** contained in this solicitation for the full two (2) year base performance period and each of the one (1)-year Options. The contractor is requested to provide a proposal submission schedule for the items.
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 Ordering periods, as well as each of the Option years.
6. Offerors are requested to provide their best **delivery lead time schedule** for each item in each year.
7. **Only Approved Sources are Solicited and Eligible for Award.**
This part must be acquired from a manufacturing source(s) specified on a source control or selected item drawing as defined by the current version of DoD-STD-100. Suitable technical data, Government data rights, or manufacturing knowledge are not available to permit acquisition from other sources, nor qualification testing of another part, nor use of a second source part in the intended application. Although, by DoD-STD-100 definition, altered and selected items shall have an adequate technical data package, data review discloses that required data or data rights are not in Government possession and cannot be economically obtained.
8. If you are not an approved source, you must submit, together with your proposal, the information detailed in the NAVSUP WSS and NAVAIR Cherry Point Source Approval Information Brochure. This brochure identifies technical data required to be submitted based on your company's experience in production of the same or similar item, or if this is an item you have never made, this brochure can be obtained by calling 215-697-1236.
9. Offers received which fail to provide all data required by the Source Approval Brochure may not be considered for award under this solicitation. Please note, if evaluation of a Source Approval Request submitted hereunder cannot be processed in time and/or approval requirements preclude the ability to obtain subject items in time to meet Government requirements, award of the subject requirement may continue to support fleet needs.
10. Prices will be for the items specified in the Continuation Sheet and **must follow requirements within this solicitation and also in the format of Attachment "A"** for a period of two years from the Date of Award and three successive 12-month Option Period(s).
11. Multiple awards may be made for each/some of the item groupings. Offerors are directed to submit prices for each group for which they desire to be considered for award, i.e. L/H Windshield Panel/Transparency, R/H Windshield Panel/Transparency, etc. For each group the offeror is proposing on, each item within the group must be priced. When an award is made for a particular group, the offeror must be able to provide each item within the group. Also, in order to be eligible for award of any group, the offeror must have NAVSUP WSS and NAVAIR Cherry Point Source Approval for all items within the group.
12. In the event there are multiple awards for a group under this solicitation, fair opportunity will be provided to contractor(s) to offer a more favorable price and/or delivery schedule than offered in the basic contract. If no responses are received to improve the originally proposed terms, the Government will award the order(s) to the contractor(s) offering the best value(s) in the basic contract for the item(s) (except as noted in FAR 16.505). Before a task/delivery order is placed, a Request For Order Proposal (RFOP) will be issued to the approved contractor(s). Further details follow..
13. **IN ORDER TO BE ELIGIBLE FOR AWARD, AN OFFEROR MUST:**
 - (i) Have NAVSUP WSS and NAVAIR Cherry Point Source Approval for each item within the group(s) for which they are proposing;
14. Evaluation shall be accomplished in accordance with section M. Offerors may submit their Past Performance Proposal prior to the closing date established in the solicitation, although they are not required to do so. All pricing and past performance proposals must be received by the closing date. The Government reserves the right to make award based on initial proposals whether submitted prior to or at closing.
15. A post award conference may be held with awardees. The need for post award conferences will be determined after award.
16. **Please direct all questions to Loraine Smith, phone 215-737-4371, email: Loraine.smith@dla.mil.**
17. 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, Multi-Award, Contracts and Options.

DFARS 252.216-7010	Requirements – <i>Alternate I (APR 2014)</i>
FAR 52.217-2	Cancellation Under Multi-Year Contracts (OCT 1997)
FAR 52.217-5	Evaluation of Options (JUL 1990)
FAR 52.217-7	Option for Increased Quantity – Separately Priced Line Item (MAR 1989)
FAR 52.217-9	Option to Extend the Terms of the Contract (MAR 2000)
DFARS 252.217-7001	Surge Option (AUG 1992)

18. EXERCISE OF OPTIONS -- The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

19. EVALUATION OF OPTIONS FAR 52.217-5 (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s)

20. OPTION TO EXTEND THE TERM OF THE CONTRACT FAR 52.217-9 (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years ___

A02 - TYPE OF CONTRACT - INDEFINITE-DELIVERY, INDEFINITE-QUANTITY (IDIQ)

INDEFINITE QUANTITY FAR 52.216-22 (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 all orders have been completed under the 5 year requirement.

A03 - ORDER LIMITATIONS FAR 52.216.19 (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 83/units

(2) Any order for a combination of items in excess of 166 units; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 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.

SECTION B - SUPPLIES/SERVICES AND PRICES

B01 - SUPPLIES/SERVICES, COST/PRICE

Please refer to the Continuation Sheets (pgs. 2 – 7) and Attachment “A”

SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

C01 - STATEMENT OF WORK

1. ATTACHMENTS/SCHEDULES:

Attachment A: SCHEDULE OF ITEMS

Attachment B: CDRL’s NSN 7RH 1560-01-513-4332

Attachment C: CDRL’s NSN 7RH 1560-01-615-9024

Attachment D: QAP’s (including SOW) NSN 7RH 1560-01-513-4332 and NSN 7RH 1560-01-615-9024

2. ORDERING PROCEDURES:

Before Delivery Orders are issued under this contract, electronic request for order proposal (RFOP) solicitations will be issued simultaneously to each contractor. Contractors will generally be allowed ten five (5) working days response time to offer a more favorable price and/or delivery schedule than offered in the basic contract. If no responses are received to improve the originally proposed terms, the Government will award the order(s) to the contractor(s) offering the best value(s) in the basic contract for the item(s). The Government will consider all responses to the RFOP solicitation along with original contract prices/delivery schedules and issue the order to the Contractor whose proposal is the most advantageous to the Government. The selection will be based on an integrated assessment of past performance, schedule and price. If it is determined one consideration, for example schedule, is more important, this will be clearly stated in the solicitation. For those urgent requirements, where delivery schedule is the primary consideration, a premium amount for an earlier delivery may be authorized if it is determined to be in the best interest of the Government. Orders will generally be placed within ten (10) working days after the date set for receipt of responses. If negotiations /discussions are necessary, Contractors will be given the opportunity to revise their proposals as required. Solicitation responses may be submitted to the designated PCO via, email or by other expeditious means. Orders will be placed by mail, email, facsimile, or by electronic commerce methods.

3. DELIVERY:

- (a) Items to be delivered under this contract shall consist of military unique items and will be stock orders delivered at the negotiated lead times noted in the applicable Attachment. These items are contractor lead-time away and/or based on manufacturing capacity constraints.

The Contractor shall contact the cognizant DCMA transportation office for OCONUS shipping instructions. Delivery of the items with OCONUS shipping instructions shall be within 15 business days of receipt of the order by the Contractor.

- (b) “EAD” means Estimated Annual Demand. The Estimated Annual Demand is the quantity provided by the Government to facilitate forecasting and planning by the contractor and pricing of items. This information is an estimate only. The Government will not be held liable for the accuracy of this information or for decisions made using this data or any other data provided.
- (c) “Receipt of material” means the date on which material is accepted by the Government carrier for FOB Origin shipments. Shipment of High Priority requirements will be via the fastest commercial means. Shipment of routine requirements will be via best traceable commercial mode to ensure safe and timely delivery to destinations.
- (d) Government source data, such as EBS and MOCAS, will be used to verify contract delivery performance.

4. EFFICIENCIES:

- (a) To comply with DoD’s mandate to get better value for defense goods, both unit price and delivery time reductions are requested. Aggressively evaluate opportunities for reducing overhead costs, improving business practices and reducing wasteful, inefficient processes prior to submitting your offer for this requirement.
- (b) The contractor is encouraged to take advantage of the provisions of clause 52.248-1, Value Engineering Change Proposals, incorporated herein, to maximize cost reduction efforts.

5. ADD/DELETE:

- (a) The parties may bilaterally add to or delete from the contract new or replacement parts via modification per DLAD Clause 52.216-9006. Prices and delivery times for the new items will be negotiated.

6. DELINQUENCIES:

A delinquency is defined as a requirement for an item that cannot be filled within the number of days prescribed by the delivery schedule. Consideration shall be negotiated for deliveries determined to be delinquent in accordance with the above parameters. Prior to asking the Contractor for any monetary consideration on a specific delinquency, the Government shall evaluate each delinquency with regard to the following factors as outlined below, noting (a) through (c) are typically "no cost" to the Government.

- a. The private investment dollars the Contractor expends for parts availability prior to order placement;
- b. Processing requests for expedite, which may include the reallocation of internal future requirements and/or redistribution of parts from the production line to deliver new spares prior to the contracted schedule to satisfy AOG and/or other Government urgent needs.
- c. Chasing and monitoring of Government orders.
- d. The damages caused to the Government due to late delivery.
- e. Any agreed to monetary consideration for any specific delinquency shall not exceed 5% of the price of the item delayed.

7. EXPEDITES

The contractor may be requested to expedite delivery on occasions when the negotiated delivery times are not sufficient to meet customer requirements. The contractor may be able to expedite deliveries at no cost to the Government. In the event the contractor must incur additional cost to meet expedite requests, the contractor may propose a price adjustment. The Contractor may also propose that certain expediting efforts, which include company "leaning forward" of purchases using company funds, offset consideration due to certain delinquencies.

C02 - DESIGN CHANGES

(a) This Section (C02) 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 the Department of the Navy 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 the Department of the Navy 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: ").

**C03 - 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 a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

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

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

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

C04 - CONFIGURATION MANAGEMENT NAVSUPWSSCA05 (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 NAVICP FMS, Code P751.

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

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

(d) Configuration Management/Deviations

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

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

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

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

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

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

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

C05 - TECHNICAL AND QUALITY ASSURANCE REQUIREMENTS

APPLICABLE:

I. NSN 1560-01-513-4332 and/or NSN 1560-01-615-9025 (L/H WINDSHIELD PANEL (TRANSPARENCY))

Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with drawing number 901-947-756, Rev "P", and 901-947-756, Rev "T", or latest revision and all details and specifications referenced therein.

NSN 1560-01-513-4333 and/or NSN 1560-01-615-9024 (R/H WINDSHIELD PANEL (TRANSPARENCY))

Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with drawing number 901-947-756, Rev "P", and 901-947-756, Rev "T", or latest revision and all details and specifications referenced therein.

II. Quality/Inspection Requirements

During the performance of this contract the contractor shall maintain a Quality Management System in accordance with ISO-9001/AS9100 or an equivalent requirement.

- A. First Article Testing applies. CONTRACTOR'S FACILITY
- B. Mandatory Inspection applies.
- C. FIT CHECK: FLEET READINESS CENTER EAST
- D. WINDSHIELD ICE PROTECTION SYSTEM FUNCTIONAL TEST

III. Supplemental Requirements

- A. The contractor shall include on the detailed process/operation sheets developed, a tracking method that is traceable to the contract, all manufacturing sources performing processes/operations both those performed in-house and those outsourced and a tracking method that is traceable to the contract. These process/operation sheets shall not be revised or altered after the successful completion of First Article Testing (FAT) and/or Production Lot Testing (PLT) without approval from the Engineering Technical Authority (ETA) via the Procurement Contracting Officer (PCO). Any proposed change may require a new FAT to be imposed.
- B. The Inspection Method Sheets (IMS) / Final Inspection Sheets shall list the characteristics of each item produced under the contract. The manufacturer shall be required to provide certifications of raw material including castings and forgings if applicable. The material source(s) shall be identified and the documentation shall reference the customer and / or contract number. The contractor is responsible for providing completed IMS/Final Inspection Sheets showing the actual dimensions taken for all critical characteristics. Critical Characteristics shall be annotated as such on the IMS sheets.
- C. Markings shall be in accordance with MIL-STD-130 latest revision, and method and location shall be in accordance with the drawing.
- D. Qualification Test Procedures (QTP) and Acceptance Test Procedures (ATP) shall be required and approved by the government prior to submission of First Article Test units. Review and approval of the Acceptance Test Procedures shall be granted contingent upon successful completion of First Article Testing/QTP
- E. **Additional Testing:** Required changes to current drawing number 901-947-756 and specification V-22 Qualification Testing:

Chemical Resistance Testing

Modification of ASTM D 1308

Expose the coated coupons to the following chemicals for 60 minutes.

Requirement: Examine for loss of adhesion, haze, blistering, crazing, swelling or any other defects. No degradation permitted.

- 1) 50% Sulfuric acid
- 2) De-icing fluid (propylene glycol)
- 3) Isopropyl alcohol
- 4) Methyl Ethyl Ketone (MEK)

Optical transmission

NVIS transmission >50%

Sand Abrasion

Modification to MIL-STD-810, Method 510 / coupons are run separately

Requirement: Threshold (<12% delta haze) & Objective (<5% delta haze)

Velocity 125 +/- 10 knots

Composition: Krumbein 5,5 subrounded sand or equivalent

Concentration: 0.01 +/- .005 (g/cm²)

Angle of incidence: 20, 45, & 90 degrees

Combined Effects

Requirement: No crazing allowed

Three coupons
 4 weeks QUV
 IPA – craze test per ASTM F791 at 2000 psi, 30 minutes
 Three coupons
 4 weeks QUV
 Ethylene glycol – craze test per ASTM F791 at 2000 psi, 30 minutes

BIRD STRIKE

Bird strike testing shall be performed at the critical location in accordance with the original qualification testing using real birds, except a hardstand may be used provided that the center beam, aft arch, and adjacent structure match stiffness and strength of the production cockpit frame structure.

Requirement: The windshield shall be capable of resisting the impact of a three (3) pound bird at 275 knots.

IV. Mandatory Inspection Requirements. During production, mandatory inspection is required to be accomplished by the contractor as follows:

A. Level of Inspection (LOI).

1) Critical Characteristics: 100% inspection shall apply.

2) Major and Minor Characteristics - LOI shall be in accordance with a sampling plan acceptable to the DCMA-QAR.

B. Critical Characteristics:

1) Optical – must meet all optical quality requirements per Government approved ATP, including cross cockpit distortion with a maximum gridline slope in Zone I of 1:12

3) Electrical – must meet all electrical and heat distribution requirements per Government approved ATP, including:

Bus to Bus Resistance: 17.4 - 30 ohms, attenuation > 23 Db

Sensor Resistance: 302-320 ohms

Voltage: 200 VAC +/-4 V (**FOR REFERENCE ONLY NOT TO BE TESTED**)

360/457 hz, 3 phase delta

C. Major and Minor Characteristics

1) Shall be defined by the contractor subject to QAR concurrence, unless defined on applicable drawings and associated specifications.

C06 - FIRST ARTICLE TEST (FAT) REQUIREMENTS (CONTRACTOR'S FACILITY)

A. The contractor shall test 1 unit(s) of lot/item 0001 as specified in this contract. At least 30 calendar days before the beginning of First Article Tests, the contractor shall notify the contracting officer, in writing, of the time and location of the testing so that the Government may witness the tests.

B. The contractor shall submit the First Article Test Report to the ACO and PCO within 15 days from the date of completion of Contractor First Article Testing. **CONTRACTOR FIRST ARTICLE TEST TO BE COMPLETED NO LATER THEN 300 CALANDER DAYS FROM DATE OF CONTRACT AWARD.**

Marked "FIRST ARTICLE TEST REPORT: Contract NO: lot/item NO. ". Within 45 calendar days after the government receives the test report, the contracting officer shall notify the contractor, in writing, of the conditional approval, approval, or disapproval of the First Article. The notice of conditional approval or approval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for the disapproval.

C. If the First Article is disapproved, the contractor, upon government request, shall repeat any or all First Article Tests. After each request for additional tests, the contractor shall make any necessary changes, modifications, or repairs to the First Article or select another First Article for testing. All costs related to these tests are to be borne by the contractor, including any and all costs for additional tests following a disapproval. The contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified in paragraph B above. The government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

D. If the contractor fails to deliver any First Article report on time, or the contracting officer disapproves any First Article, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract.

E. Unless otherwise provided in the contract, and if the approved First Article is not consumed or destroyed in testing, the contractor may deliver the approved First Article as part of the contract quantity if it meets all contract requirements for acceptance.

F. If the government does not act within the time specified in paragraph B or C above, the contracting officer shall, upon timely written request from the contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

G. Before First Article Approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the contractor. Before First Article approval, the costs thereof shall not be allocable to this contract for 1) progress payments, or 2) termination settlements if the contract is terminated for the convenience of the Government.

H. The contractor shall provide both the First Article and the production quantity at the same facility and shall submit a certification to this effect with each First Article.

C07 - FIRST ARTICLE TEST (FAT) REQUIREMENTS (GOVERNMENT FACILITY)

I. First Article Test (FAT) Requirements. The tests to be performed under the FAT approval clause of the contract are:

A. FIT CHECK: An on-aircraft fit check

B. WINDSCREEN ICE PROTECTION SYSTEM FUNCTIONAL TEST: An on-aircraft built in test (BIT)

In addition to the above tests, the FAT sample(s) to be delivered hereunder shall also be subjected to those tests, which will demonstrate whether the sample(s) comply with contract requirements.

II. Samples. The FAT sample size shall be (1) for initial production lot. The material/components produced under contract shall be accepted by the cognizant QAR prior to shipment to government facility for testing.

III. Notification of Shipment of Material for Government Testing

Fourteen (14) days prior to shipment of the FAT Sample(s) the contractor shall notify the designated test facility, in writing, of the anticipated shipping date, with an information copy to the PCO, ACO, and QAR. The contractor shall also arrange for preliminary inspection of test sample(s) by the QAR. The FAT Sample(s) shall be forwarded to the First Article Test point of contact at the designated test facility shown below within **315** calendar days from the date of this contract.

Fleet Readiness Center East
In-Service Support Center
First Article Test Sta. 31B
Attn: Jerry McGuire, Code 4.1.9 FAT Mgr
Bldg 154B Cleveland Dr
MCAS Cherry Point, NC 28533

The marking on the FAT sample(s) shipping container shall read: "FOR FIRST ARTICLE TESTING. NOT RFI MATERIAL. DO NOT TAKE UP IN STOCK. CONTRACT NUMBER: ____". For First Article Test, the shipping documentation shall contain this contract number and the lot/item identification.

IV. Test Report. The FAT Report shall be in accordance with the requirements of ISO-9012 (Aerospace First Article Inspection Requirement), MIL-HDBK-831 or equivalent, and shall be submitted via the cognizant DCMA Contract Administration Office to the PCO. The contractor shall submit the FAT Report with the respective Sample(s). **THE CONTRACTOR FAT UNITS AND FAT REPORT SHALL SHIP NO LATER THEN 315 CALANDER DAYS FROM DATE OF CONTRACT AWARD.**

A. The contractor shall deliver 1 unit(s) of lot/item 0001 within **315** calendar days from the date of this contract to the Government at:

Fleet Readiness Center East
In-Service Support Center
First Article Test Sta. 31B
Attn: Jerry McGuire, Code 4.1.9 FAT Mgr
Bldg 154B Cleveland Dr
MCAS Cherry Point, NC 28533

Marking of test sample(s) shipping container:

"FOR FIRST ARTICLE TESTING. NOT RFI MATERIAL. DO NOT TAKE UP IN STOCK.
CONTRACT NUMBER: _____."

For First Article Test, the shipping documentation shall contain this contract number and the lot/item identification. The characteristics that the First Article must meet and the testing requirements are specified elsewhere in this contract.

B. Within 45 calendar days after the Government receives the First Article, the contracting officer shall notify the contractor, in writing, of the conditional approval, approval or disapproval of the First Article. The notice of conditional approval or approval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for the disapproval.

C. If the First Article is disapproved, the contractor, upon Government request, shall submit an additional First Article for testing. After each request, the contractor shall make any necessary changes, modification, or repairs to the First Article or select another First Article for testing. All costs related to these tests are to be borne by the contractor, including any and all costs for additional tests following a disapproval. The contractor shall furnish any additional First Article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this First Article within the time limit specified in paragraph B above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

D. If the contractor fails to deliver any First Article on time, or the contracting officer disapproves any First Article, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract.

E. Unless otherwise provided in the contract, the contractor -

1) May deliver the approved First Article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing.

F. If the Government does not act within the time specified in paragraph B or C above, the contracting officer shall, upon timely written request from the contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

G. The contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the First Article during any First Article Test.

H. Before First Article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the contractor. Before First Article approval, the costs thereof shall not be allocable to this contract for 1) progress payments, or 2) termination settlements if the contract is terminated for the convenience of the Government.

I. The contractor shall produce both the First Article and the production quantity at the same facility and shall submit a certification to this effect with each First Article.

J. The contractor shall provide specific written notification to the procuring contracting officer informing him of the shipment of any article(s) furnished in accordance with this clause. Such notification must be addressed to the attention of ACO code _____ with copies to PCO code _____ and to the testing activity. Failure to provide such notification shall excuse the Government from any delay in performing First Article Testing and informing the contractor of the results thereof.

C08 - ALTERNATE OFFERS – WAIVER OF FIRST ARTICLE TEST (FAT) REQUIREMENTS

I. Unless otherwise specified in the solicitation, NAVAIR reserves the right to waive the First Article Test (FAT) Approval. Requirements specified herein for offerors who have previously furnished *IDENTICAL* production articles accepted by the Government or the Original Equipment Manufacturer/Prime Contractor. An offeror requesting waiver of FAT Approval requirements shall submit evidence with its offer establishing that:

(a) the last production unit was delivered within three (3) years of the issue date of solicitation, AND

(b) the production location to be used for this requirement is the same as used for the previous production run.

Additionally, the offeror shall submit a CERTIFICATION, to be executed by the officer or employee responsible for the offer, stating that:

(c) the articles to be provided will be produced using the same facilities, processes, sequence of operations and approved subcontractors as those previously delivered and accepted by the Government or the Original Equipment Manufacturer/Prime Contractor, AND

(d) the previous production units were manufactured without Material Review Board disposition or waiver/deviation request or rejection of pre-production samples for cause.

(NOTE: This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.)

II. Offerors requesting waiver of FAT Approval requirements under the provisions of this clause are cautioned to submit two prices for articles required herein - one that is based on compliance with the FAT Approval requirements AND one that is based on a waiver of such requirements. Where an offeror submits only one price and fails to clearly state that the price is based on waiver of the FAT Approval requirements, it will be deemed to be based on compliance with the FAT Approval requirements.

III. In the event that waiver of the FAT Approval requirements is granted, the delivery schedule for the production items shall be reduced by the number of days designated for delivery of FAT unit plus the number of calendar days indicated for the government notification of conditional approval or approval. These requirements are specified in the quality assurance section of this solicitation. If the offeror is unable to meet the desired schedule, the offeror shall insert the alternate delivery schedule below.

Offeror's Proposed Alternate Delivery Schedule
(Based on waiver of FAT Approval requirements)

Item No. _____ Quantity _____ Days after Contract Award

C09 - PARTS OBSOLESCENCE

This clause shall apply in the event that there are parts, which become impracticable to obtain in the performance of this contract, due to obsolescence. This clause shall only apply to parts the contractor identified in his proposal as purchased parts, and shall not apply to parts the contractor proposed he would manufacture.

In the event that, following the receipt of this contract, the contractor is unable to purchase certain parts due to obsolescence, the contractor shall promptly notify the Contracting Officer in writing of such unavailability and provide evidence of the reasons such part(s) cannot be obtained, when cost or schedule may be impacted. In addition, the contractor shall advise whether a form, fit and function replacement part(s) can be obtained, or if a part(s) incorporating a form, fit or function design change will be required. The Contracting Officer shall notify the contractor how to proceed on sustainment parts only, as outlined below, within 30 days of receipt of such notification and supporting documentation.

If a form, fit and function replacement part(s) can be obtained, the contractor shall advise the Contracting Officer of the change in price attributable to the difference between the contract price and the price for the replacement part(s). If the replacement part(s) cannot be identified without a form, fit or function design change, the contractor shall notify the Contracting Officer of the nature and scope of the required design change and the change in price attributable to the difference between the contract price and the price of the replacement part(s) with the design change. The contractor shall also advise the Contracting Officer of any impact to the delivery schedule.

The Contracting Officer shall, within 30 days after such notification is received, provide written direction (1) for the contractor to proceed with the purchase of the form, fit and function replacement parts(s), (2) for the contractor to proceed with the purchase of the replacement parts(s) with the design change, or (3) terminate the contract at no cost or liability to the Government. If the Contracting Officer directs the contractor to proceed under either (1) or (2) above; or the Contracting Officer issues a no cost termination under (3) above and the contractor can provide satisfactory evidence that a prudent effort was made to obtain replacement part(s)- the contractor shall propose a revised delivery schedule and submit all supporting cost information within 30 days of receipt to

the Contracting Officer's direction or action, whereby the parties will negotiate an equitable price adjustment. If Bell/Boeing is no longer under contract for obsolescence management, Bell/Boeing will provide notification where possible.

C10 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA FAR 52.223-3 (OCT 2006)

FAR 52.223-3 is incorporated by reference in Section I in this solicitation and requires offers to –

- a. Identify any hazardous material (defined in FED STD 313 as an item or chemical which is a “health or physical hazard” per OSHA in 29 CFR 1910.1200) that will be delivered under a resultant contract, and
- b. Provide a Material Safety Data Sheet meeting OSHA/FED STD 313 requirements for all hazardous material identified.

While not an all-inclusive listing of hazardous material, at a minimum, any item with a four-digit Federal Supply Code (FSC), which correlates to the first four positions of the National Stock Number (NSN) of 6810, 6820, 6830, 6840, 6850, 7930, 8010, 8030, 8040, 9110, 9135, 9140, 9150, or 9160 is considered hazardous material and requires submission of a Material Safety Data Sheet or an appropriate representation that there is no hazardous material contained in the item.

Failure to provide the required information and documentation may render you ineligible for award. If you have questions about whether a solicited item is classified as hazardous, contact the NAVSUP WSS HAZMAT point of contact, NAVSUP WSS Code 0772 at (717) 605-1361.

SECTION D – PACKAGING AND MARKING

**D01 –ITEM UNIQUE IDENTIFICATION AND VALUATION DFARS 252.211-7003 (DEC 2013)
NAVSUPWSSDA01**

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

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

“Concatenated unique item identifier” means—

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

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

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

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

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

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

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

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

“Government’s unit acquisition cost” means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Unique item identifier.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) *Unique item identifier.*

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code—

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

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

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

** Once per item.

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

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

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

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

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

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

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

D02 – PASSIVE-RADIO FREQUENCY IDENTIFICATION DFARS 252. 211-7006 (SEP 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.

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

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

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

- (1) Sand.
- (2) Gravel.

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

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

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

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

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

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

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

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

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

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

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

- (A) Subclass of Class I – Packaged operational rations.
- (B) Class II – Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class IIIP – Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV – Construction and barrier materials.
- (E) Class VI – Personal demand items (non-military sales items).
- (F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagents – suppliers should limit the mixing of excluded and non-excluded materials).

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

(ii) Are being shipped to one of the locations listed at http://www.acq.osd.mil/log/sci/RFID_ship-to_locations.html or to—

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

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

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

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

(i) Shipments of bulk commodities.

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

(c) The Contractor shall—

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

(2) Use passive tags that are readable; and

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

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

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

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

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

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

D03 - ITEM MARKING REQUIREMENTS (JUN 2006)

Item marking requirements and methods for identification of items of Military Property produced, stocked, stored, and issued by or for the Department of Defense (DoD) shall be in accordance with MIL-STD-130, REV M.

D04 - PRESERVATION, PACKING AND MARKING NAVSUPWSSDA07 (JULY 2014)

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

1. PRESERVATION REQUIREMENTS

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

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

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

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

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

Domestic Shipments (CONUS) Level B

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

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

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

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

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

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

c. **RADIO FREQUENCY IDENTIFICATION (RFID) LABEL** – RFID requirements in accordance with clause DFARS 252.211-7006 (SEP 2011) “Passive Radio Frequency Identification.”

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

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

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

2) Labels can be obtained via email: tyrone.sizer@dla.mil or sandy.sullivan@dla.mil

Provide the following information in the email:

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

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

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

e. **SPECIAL MATERIAL IDENTIFICATION CODE (SMIC) FOR NAVSUP WSS MECHANICSBURG MARITIME REQUIREMENTS ONLY**

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

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

Q3/Q5	Q3 or Q5	RED	Unit, intermediate and shipping
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* denotes Oxygen Clean requirements in accordance with MIL-STD-1330 "Precision Cleaning and Testing of Shipboard Oxygen, Helium, Helium-Oxygen, Nitrogen, and Hydrogen Systems."

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

5. WOOD PACKAGING MATERIAL (WPM)

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

6. NAVY SHELF LIFE PROGRAM

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

7. REUSABLE NSN CONTAINERS

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

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

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

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

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

ALTERNATE PACKAGING REQUIREMENTS FOR ITEMS ASSIGNED THE FOLLOWING CONTAINERS

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

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

a. Reusable shipping and storage containers shall be provided as CONTRACTOR-FURNISHED MATERIAL (CFM), unless otherwise specified.

b. Contractors may tender offers including alternate, non-reusable, packaging methods and be considered responsive.

9. MATERIAL SAFETY DATA SHEETS

As required by clauses FAR 52.223-3 "Hazardous Material Identification and Material Safety Data" and DFARS 252.223-7001 "Hazard Warning Labels" the offeror is required to list any hazardous material to be delivered under the resultant contract by the submission of Material Safety Data Sheets

(MSDSs) to the NAVSUP WSS or DLA Contracting Officer prior to award. A copy must also be provided to NAVSUP WSS, Code 0772, P.O. Box 2020, 5450 Carlisle Pike, Mechanicsburg, PA 17055-0788 or via FAX number 717-605-3480.

SECTION E - INSPECTION AND ACCEPTANCE

E01 - QUALITY ASSURANCE

This is manufacture of the V-22 windshield assembly L/H and V-22 windshield assembly R/H. The Quality Assurance Requirements are provided via hard copy as there is extensive testing and critical requirements.

E02 - RESPONSIBILITY OF SUPPLIES FAR 52.246-16 (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon --

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.

(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

E03 - INSPECTION AND ACCEPTANCE OF SUPPLIES NAVSUPWSSEA05 (MAY 2010)

1. Inspection of Supplies shall be performed at the contractor location shown on Page One by the Contract Administration Office (CAO) also shown on Page One, unless otherwise specified below:
 - Manufacturing Site at _____, by the Manufacturing Site CAO _____.
 - Subcontractor's Sites at _____, by the Subcontractor Site CAO _____.
 - Packaging site at _____, by the Packaging site CAO _____.
2. Final Acceptance of Supplies and Packaging shall be performed at the contractor's location on Page One by the Contract Administration Office (CAO) also shown on Page One, unless otherwise specified below:
 - Manufacturing Site at _____, by the Manufacturing Site CAO _____.
 - Subcontractor's Sites at _____, by the Subcontractor Site CAO _____.
 - Packaging site at _____, by the Packaging site CAO _____.
3. Inspection and Acceptance of supplies shall be performed by the consignee at Destination

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.

**E04 -- HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT FAR 52.246-11 (DEC 2014)
NAVSUPWSSEA10 - HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (OCT 2008)**

Higher-Level Contract Quality Requirement (Dec 2014)

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

NAVSUPWSSEA10 – The following documents are considered optional and equivalent to MIL-I-45208, and the Offeror may choose one of the options below by checking the appropriate block:

Title	Number	Date	Tailoring
Quality System – Model for Quality Assurance in Design, Development, Production, Installation and Servicing	ISO 9001		
Quality System – Model for Quality Assurance in Design, Development, Production, Installation and Servicing	ASQC – Q9001		

	Quality System Aerospace – Model for quality Assurance in Design, Development, Production, Installation and Servicing	SAE AS9100		
X	OTHER (Specify) – See attached QAPS			

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. Must comply with MIL-I-45208 equivalent or higher.

NAVSUPWSEA10 – The contractor shall use and be compliant with the revision of the applicable quality standard in effect at the time of the offeror's latest proposal submission.

NAVSUPWSEA10 – Measuring and Test Equipment – The contractor shall use a calibration system that meets the requirements of MIL-STD-4562A, ANSI/NCSL-Z540-3-2006, or ISO 10012-1. Contractor use of a calibration system other than one specified herein will require Navy review and concurrence.

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

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require—

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

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

Clause Number	Clause Title	Clause Date
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 52.247-58	Loading, Blocking, & Bracing of Freight Car Shipments	APR 1984
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
FAR 52.247-65	F.o.b. Origin – Origin, Pre-paid Freight – Small Package Shipments	JAN 1991

F02 - 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		
SEE ATTACHMENT A WHICH OUTLINES QUANTITIES		
CLIN	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
SEE CONTINUATION SHEET	SEE CONTINUATION SHEET & ATTACHMENT A	BEGINNING 6 MONTHS AFTER CONTRACT AWARD AND FAT -- MMINIMUM OF 10 SHIP SETS MONTHLY

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

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(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.

F03 - 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.

C. The Government shall have the right to change the destinations specified herein by modification prior to start of shipment unless the delivery order states "contact cognizant DCMA for transportation instructions.". 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".

F04 – VARIATION IN QUANTITY 52.211-16 (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

 0% Percent increase [Contracting Officer insert percentage]

 10% Percent decrease [Contracting Officer insert percentage]

This increase or decrease shall apply to (1) The total contract quantity. (*)

* Contracting Officer shall insert in the blank the designation(s) to which the percentages apply, such as --

(1) The total contract quantity;

(2) Item 1 only;

(3) Each quantity specified in the delivery schedule;

(4) The total item quantity for each destination; or

(5) The total quantity of each item without regard to destination.

SECTION G - CONTRACT ADMINISTRATION

ACRN GN/GRNT BGN/END SYMBL SBHD OBJ BCN SA AAA TT PAA COST-CODE
AA 97 00 XX XX 4930 NCIA 000 85004 0 050120 7R 000000 7PPG00000000

G01 - CONTRACT ADMINISTRATION

- (a) Responsibility for performance of contract administration functional areas, both normal and optional, applicable to this contract is hereby delegated and assigned to the **Defense Contract Management Agency (DCMA) – LOS ANGELES**. Approval authority for any nonconformance is as provided elsewhere in the Long Term Contract.
- (b) Authority is hereby delegated to the Contract Administration Office to issue "No Cost" reconsignment directions to the contractor pursuant to requests made by the contracting activity.
- (c) Copies of all modifications issued by the Administrative Contracting Officer (ACO) shall be distributed as follows:
- One (1) copy: Attention to the **Buyer Code in block 6** of the DD 1155 delivery order form
 - One (1) copy **Attention NAVSUP WSS Code N9819.11**
- Copies of all modifications be uploaded into EDA.
- (d) Submission of DD250's for payment shall be in accordance with DFAR 252.232-7003 via WAWF.
- (e) The payment of bills and accounts will be made as they become due and payable, The due date, unless otherwise set forth in the contract, will be the 30th day after a proper invoice is received in the paying office specified in the contract or acceptance of supplies and services, whichever is later. To preclude delays in payments the contractor shall assure that invoices are properly prepared and forwarded to the appropriate payment office .

For DLA Agencies, with the exception of DLR sites, the following is incorporated in order to conform to the DLA decision regarding orders under the Simplified Acquisition Threshold:

For DLA Agencies, the following is incorporated in order to conform to the DLA decision regarding orders under the Simplified Acquisition Threshold:

Buyer and/or PCO to include email address and phone number on each delivery order.

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

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

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

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

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

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

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

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

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

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

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

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

(1) *Document type.* The Contractor shall use the following document type(s).

2:1 COMBO

(Contracting Officer: Insert applicable document type(s).)

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

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

SOURCE

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD
Issue By DoDAAC	SPRPA1
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD
Ship To Code	SEE SCHEDULE
Ship From Code	TBD
Mark For Code	TBD
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	TBD
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule")

if multiple ship to/acceptance locations apply, or "Not applicable.")

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

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Lorraine.Smith@dla.mil

Timothy.McCarthy@navy.mil

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.*

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

N/A

(Contracting Officer: Insert applicable information or "Not applicable.")

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

- (a) The Contractor shall prepare and submit to the Contracting Officer the production progress reports specified in the contract Schedule.
- (b) During any delay in furnishing a production progress report required under this contract, the Contracting Officer may withhold from payment an amount not exceeding \$25,000 or 5 percent of the amount of this contract, whichever is less.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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>

<u>Clause Number</u>	<u>Clause Title</u>	<u>Clause Date</u>
DFARS 252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001

H01 – CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD254) NAVSUPWSSHA18 (OCT 2002)

The contractor shall, upon completion of final delivery hereunder, promptly 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.

This clause at, FAR 52.204-2 “Security Requirements,” shall apply only when DD Form 254 is attached hereto as part of the contract requirements, at which time it shall be considered incorporated.

H02 – SECURITY REQUIREMENTS FAR 52.204-2 (AUG 1992)

(a) Contractor employees cleared for access to Top Secret (TS), Special Access Program (SAP), or Sensitive Compartmented Information (SCI) shall attest orally that they will conform to the conditions and responsibilities imposed by law or regulation on those granted access. Reading aloud the first paragraph of Standard Form 312, Classified Information Nondisclosure Agreement, in the presence of a person designated by the Contractor for this purpose, and a witness, will satisfy this requirement. Contractor employees currently cleared for access to TS, SAP, or SCI may attest orally to their security responsibilities when being briefed into a new program or during their annual refresher briefing. There is no requirement to retain a separate record of the oral attestation.

(b) If an employee refuses to attest orally to security responsibilities, the Contractor shall deny the employee access to classified information and shall submit a report to the Contractor’s security activity.

H03 – OPTION TO EXTEND EFFECTIVE PERIOD OF CONTRACT NAVICPHA16 (DEC 2001)

This solicitation anticipates award of a contract for a period of: 2 Base Years, with 3 successive twelve (12) month Option(s).

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

H04 - NOTICE OF ASSIGNMENT

When a contract is to be assigned pursuant to the FAR 52.232-23 Assignment of Claims Claus, 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 phostat 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.

H05 - ADDITION/DELETION OF ITEMS DLAD 52.216-9006 (AUG 2005)

(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 as prescribed by FAR clauses 52.249-1 and 52.249-2 (this clause does not circumvent the FAR clauses, nor provide the Government the ability to terminate at “no cost” unless agreed to by the Contractor. 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 to include the modified price and schedule.

(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 to the extent that such supplies are still available. The contractor shall honor any last time order unless it is returned to the ordering office within 90 days after issuance, with written notice stating the full or partial quantity is not available for order fill and 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.

H06 – ISSUANCE AND ACCEPTANCE OF ORDERS

(a) Each order issued hereunder is a separate contract and shall refer to this Agreement and be subject to the terms hereof. The Contractor is not authorized to incur cost or commence performance to furnish supplies under this Agreement until a delivery order is issued by the Contracting Officer.

(b) It is further agreed that within thirty (30) calendar days after receipt of such order the Contractor will accept or reject, in writing, such order or any line item thereof. Orders shall be effective and binding only when accepted by the Contractor. To formally accept or reject an order the Contractor shall either submit a letter or other written communication to the PCO, or the Contractor may write across the face of the order in bold letters, ACCEPTED or REJECTED, and in a conspicuous place on the face of the order, the signature and title of the company official and the date. If the Contractor rejects an order, he must inform the Government of the cause of rejection.

H07 – PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER FAR 52.204-4 (May 2011)

The contractor will make best efforts that documentation, in support of contract, is submitted to the USG will be printed on paper containing at least 30% postconsumer fiber content.

H08 RENT FREE USE OF GOVERNMENT PROPERTY

In accordance with FAR 45.301,

- (a) Government property shall normally be provided on a rent-free basis in performance of the contract under which it is accountable or otherwise authorized.
- (b) Rental charges, to the extent authorized do not apply to Government property that is left in place or installed on contractor-owned property for mobilization or future Government production purposes; however, rental charges shall apply to that portion of property or its capacity used for nongovernment commercial purposes or otherwise authorized for use.
- (c) The contracting officer cognizant of the Government property may authorize the rent-free use of property in the possession of nonprofit organizations when used for research, development, or educational work and—
 - (1) The use of the property is in the national interest;
 - (2) The property will not be used for the direct benefit of a profit-making organization; and
 - (3) The Government receives some direct benefit, such as rights to use the results of the work without charge, from its use.
- (d) In exchange for consideration as determined by the cognizant contracting officer(s), the contractor may use Government property under fixed-price contracts other than the contract to which it is accountable. When, after contract award, a contractor requests the use of Government property, the contracting officer shall obtain a fair rental or other adequate consideration if use is authorized.
- (e) The cognizant contracting officer(s) may authorize the use of Government property on a rent-free basis on a cost type Government contract other than the contract to which it is accountable.
- (f) In exchange for consideration as determined by the cognizant contracting officer, the contractor may use Government property for commercial use. Prior approval of the Head of the Contracting Activity is required where non-Government use is expected to exceed 25 percent of the total use of Government and commercial work performed.

H09 IMPLEMENTATION PLAN FOR ITEM IDENTIFICATION AND VALUATION DFARS CLAUSE 252.211-7003

- (a) The deliverable items, to include subassemblies, components, parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables, DoD serially managed non-repairables, special tooling, special test equipment designated for preservation and storage for a Major Defense Acquisition Program, and any other item in which the Contractor creates and marks a unique item identifier, shall be marked in accordance with this clause as defined by the V-22 IUID Program List incorporated and maintained by contract N00019-12-C-2001, Attachment (12), in accordance with SD-572-1-3, Detailed Specification Attachment (2), which contains the MIL-STD 130 requirements. Shipment labels, storage containers, and packages containing IUID items shall be in accordance with MIL-STD 129 Rev P. As defined in each Delivery Order, the deliverable items with type designators specified in Attachment [insert attachment number here] and items classified as Special Tooling or Special Test Equipment as specified in Attachment [insert attachment number here] shall not contain the type designator or Special Tooling/Special Test Equipment classification type in the IUID transmittal to WAWF; however, the Contractor shall manually update the DoD Item Unique Identification Registry with this information.
- (b) To the extent UID markings are determined to be required for any spare or repaired parts, any costs associated with delivering UID marked spares or repaired parts may be subject to an equitable adjustment.

H10 LIMITATIONS ON PASS-THROUGH CHARGES (applies to 52.215-22 and 52.215-23)

Pursuant to the provisions of FAR 52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract effort and 52.215-23 Limitations on Pass-Through Charges, the Contracting Officer’s determination of the existence of excessive pass-through charges under paragraphs (c) has been made prior to contract award and is reflected in the contract price.

H11 – CUSTOMER RETURNS

Customer returns (i.e. “refusal to accept”, “incorrect address”, etc.) are not authorized to be received at the Contractor’s warehouse. Disposition instructions for such items will be obtained by the Contracting Officer

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	NOV 2013
52.203-2	Certificate of Independent Price Determination	APR 1985
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business of Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	APR 2014
52.204-2	Security Requirements (See Attached DD254, if applicable)	AUG 1996
52.204-4	Printed/Copied Double-sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Maintenance	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-17	Ownership or Control of Offeror	NOV 2014
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.209-6	Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records - Negotiation	OCT 2010
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing data – Modifications	OCT 2010
52.215-14	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
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20 ALT I	Requirements for Cost and Pricing Data or Information Other Than Cost or Pricing Data (Contractor Format) Alternate I	OCT 2010
52.215-21 ALT I	Requirements for Cost or Pricing Data or Information for Other Than Cost or Pricing Data – Modifications Alternate I	OCT 2010
52.215-22	Limitations on Pass Through Charges- Identification of Subcontracting Effort	OCT 2009
52.215-23 ALT I	Limitations on Pass through Charges Alternate I	OCT 2009
52.216-2	Economic Price Adjustment – Standard Supplies	JAN 1997
52.219-7		
52.219-8	Utilization of Small Business Concerns	MAY 2014
52.219-14	Limitations on Subcontracting	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999

52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	May 2014
52.222-19	Child Labor – Cooperation with Authorities and Remedies	JAN 2014
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification of Visa Denial	JUN 2003
52.222-37	Employment Reports for Veterans	JUL 2014
52.222-40	Notification Of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
52.222-50	Combatting Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	JUL 2012
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	MAR 2015
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-7	Notice of Radioactive Materials	JAN 1997
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-9	Refund of Royalties	APR 1994
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	MAY 2014
52.230-3	Disclosure and Consistency of Cost Accounting Practices	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation of Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-13	Notice of Progress Payments	APR 1984
52.232-16	Progress Payments	APR 2012
52.232-16 Alt I	Progress Payments - Alternate I – Applies if awardee is SB	MAR 2000
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	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-33	Payment by Electronic Funds Transfer(EFT)-- System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 ALT I	Disputes - Alternate I	DEC 1991
52.233-3	Protest after award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.243-1	Changes – Fixed Price	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification of Changes	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition in Subcontracting	DEC 1996
52.245-1	Government Property	APR 2012
52.245-9	Use and Charges	APR 2012
52.246-2	Inspection of Supplies – Fixed Price	AUG 1996
52.246-16	Responsibility for Supplies	APR 1984
52.246-23	Limitation of Liability	FEB 1997
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 2006
52.247-63	Preference for U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels	FEB 2006
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	OCT 2010
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination for Convenience of the Government(Fixed Price)	APR 2012
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991

PART II - DFARS

CLAUSE NUMBER	CLAUSE TITLE	CLAUSE DATE
252.203-7000	Requirements Relating to Compensation of Former DOD Officials	SEP 2011
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	SEP 2013
252.203-7004	Display of Hotline Posters	
252.204-7000	Disclosure of Information	AUG 2013
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
	Subcontracting With Firms That Are Owned Owned or Controlled By The Government of a Country is a State	DEC 2014
252.209-7004	Sponsor of Terrorism	
252.209-7998	Representation Regarding Conviction of a Felony Criminal Violation under any Federal Law – See Class Deviation 2012-O0007	MAR 2012
252.215-7000	Pricing Adjustment	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.215-7008	Only One Offer	OCT 2013
215.215-7007	Notice of Intent to Resolicit	JUN 2012
252.219-7004	Small Business Subcontracting Plan (Test Program)	OCT 2014
252.222-7001	Right of First Refusal of Employment--Closure of Military Installations	APR 1993
252.223-7004	Drug-Free Workforce	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American Act and Balance of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources as Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada – Submission after Award	OCT 2010
252.225-7012	Preference for Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry	OCT 2013
252.225-7021	Trade Agreements	OCT 2013
252.225-7025	Restrictions on Acquisition of Forgings	DEC 2009
252.225-7031	Secondary Arab Boycott of Israel (ALL SOL)	JUN 2005
252.225-7036	Buy American– Free Trade Agreements- Balance of Payments Program	DEC 2012
252.225-7036Alt I	Buy American Act – FTA Balance of Payments Program	JUN 2012
252.225-7041	Correspondence in English	JUN 1997
252.225-7048	Export Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	OCT 2014
252.227-7000	Non-Estoppel	OCT 1966
252.227-7013	Rights in Technical Data — Non Commercial Items	FEB 2014
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
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data – Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests Receiving Reports	JUN 2012
252.232-7004	DoD Progress Payment Rates	OCT 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7003	Frequency Authorization	MAR 2014
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.244-7001	Contractor Purchasing System Administration – Basic	MAY 2014
252.245-7001	Tagging, Labeling & Marking of Government Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Utilizing and Disposing	MAR 2015
252.246-7000	Material Inspection and Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	JUN 2013
252.247-7024	Notification of Transportation of Supplies by Sea	MAR 2000
252.247-7028	Application for U.S. Government Shipping Documentation/ Instructions	JUN 2012

PART III – DLAD

CLAUSE NUMBER	CLAUSE TITLE	CLAUSE DATE
52.209-9019	Requests for Waiver of First Article Testing Requirements	SEP 2008

52.215-9003	Use of Past Performance Information Retrieval System – Statistical Reporting (PPIRS-SR) Information in Past Performance Evaluation	APR 2014
52.215-9013	Production Facility Changes	NOV 2011
52.227-9005	Restrictions on Use of Boeing Rights Guard Technical Data	NOV 2011
52.233-9000	Agency Protests	NOV 2011
52.233-9001	Disputes Agreement to Use Alternative Dispute Resolution (ADR).	NOV 2011
52.246-9001	Manufacturing Process Controls and In-Process Inspections	NOV 2011
52.246-9004	Product Verification Testing	MAR 2014
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)	NOV 2011
52.246-9043	Higher-Level Contract Quality Requirement (Non Manufacturers)	NOV 2011
52.246-9039	Removal of Government Identification from Non-Accepted Supplies	NOV 2011
52.246-9066	Documentation of Traceability	JAN 2009
52.247-9011	Vendor Shipment Module	NOV 2011
52.247-9059	F.O.B. Origin, Government Arranged Transportation	OCT 2013
52.247-9034	Point of Contact for Transportation Instructions (DLAD)	JUN 2013
52.247-9035	Shipping Instructions (Domestic)(DLAD)	NOV 2011

*For orders placed, the parties agree that for any items where it is determined from a supplier, whether prior to or after order issuance, that there is a “min quantity” buy requirement, the order shall either be increased in quantity and funding to meet the “min buy” requirement, or cancelled.”

102 - COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS

DFARS 252.204-7008 (DEVIATION 2016-O0001) OCT 2015)

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

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015).

(b) The security requirements required by contract clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015) shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) If the Offeror anticipates that additional time will be necessary to implement derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts” within National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), the Offeror shall notify the Contracting Officer that they will implement the requirement within 9 months of contract award.

(d) If the Offeror proposes to deviate from any of the security requirements in NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(1) Why a particular security requirement is not applicable; or

(2) How an alternative, but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(e) An authorized representative of the DoD CIO will approve or disapprove offeror requests to deviate from NIST SP 800-171 requirements in writing prior to contract award. Any approved deviation from NIST SP 800-171 shall be incorporated into the resulting contract.

103 - SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING

DFARS 252.204-7012 (DEVIATION 2016-O0001) (OCT 2015)

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

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

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

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

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

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government wide policies (e.g., privacy, proprietary business information).

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

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

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

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

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

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer with the exception of the derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts”, which will be required not later than 9 months after award of the contract, if the Contractor notified the contracting officer in accordance with paragraph (c) of the provision 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-O0001)(OCT 2015); or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD Chief Information Officer (CIO) prior to contract award; and

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

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor’s ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor’s network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor’s ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and

(2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

I04 - INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL DFARS 252.208-7000 (DEC 1991)

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

Precious Metal*	Quantity	Deliverable Item
		(NSN and Nomenclature)

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

<u>Precious Metal*</u>	<u>Quantity</u>	<u>Deliverable Item</u> <u>(NSN and Nomenclature)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

105 - WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE FAR 52.246-17 (JUN 2003)

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

“Acceptance” means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

“Supplies” means the end items furnished by the Contractor and related services required under the contract. The word does not include “data.”

(b) *Contractor’s obligations.*

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for **365 DAYS from the date of acceptance of each windshield**

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform to the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor’s liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor’s plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

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

(c) *Remedies available to the Government.*

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within **45 DAYS AFTER DISCOVERY OF DEFECT** (2) Within a reasonable time after the notice, the Contracting Officer may either --

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)

(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer --

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)

(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor --

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

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

106 - PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS REPRESENTATION 252.203-7999 (DEVIATION 2015-O0010) (FEB 2015)

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

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

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

(d) (1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

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

107 - POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION FAR 52.219-28 (JUL 2013)

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

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

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

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

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

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

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

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

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

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

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

108 - CRITICAL SAFETY ITEMS DFARS 252.209-7010 (AUG 2011)

(a) *Definitions.*

“Aviation critical safety item” means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause—

- (i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;
- (ii) An unacceptable risk of personal injury or loss of life; or
- (iii) An uncommanded engine shutdown that jeopardizes safety.

“Design control activity” means—

- (i) With respect to an aviation critical safety item, the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and
- (ii) With respect to a ship critical safety item, the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be used.

“Ship critical safety item” means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause—

- (i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or
 - (ii) An unacceptable risk of personal injury or loss of life.
- (b) *Identification of critical safety items.* One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

(Insert additional lines as necessary)

(c) *Heightened quality assurance surveillance.* Items designated in paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative

109 - DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS FAR 52.211-15 (APR 2008)

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

110 - SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (DEVIATION 2013-O0014) DFARS 252.219-7003 (AUG 2013)

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

- (a) *Definitions.* “Summary Subcontract Report (SSR) Coordinator,” as used in this clause, means the individual at the department or agency level who is registered in eSRS and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the department or agency.
- (b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor’s small business subcontracting goal.
- (c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—
 - (1) Protege firms which are qualified organizations employing the severely disabled; and
 - (2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.
- (d) The master plan is approved by the Contractor’s cognizant contract administration activity.
- (e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.
- (f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:
 - (i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.
 - (ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency within DoD that administers the majority of the Contractor’s individual subcontracting plans. An example would be Defense Finance and Accounting Service or Missile Defense Agency.
- (2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:
 - (i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

- (ii) Except as provided in (f)(2)(iii), the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractor's individual subcontracting plans.
- (iii) The authority to acknowledge receipt or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

I11 - EQUAL OPPORTUNITY FOR VETERANS FAR 52.222-35 (OCT 2015)

- (a) *Definitions.* As used in this clause--
 "Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.
- (b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

I12 - EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES FAR 52.222-36 (JUL 2014)

- (a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I13 - PROMPT PAYMENT FAR 52.232-25 (JUL 2013)

- (a) *Invoice payments—*
- (5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 30th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHERS

SECTION J -- LIST OF ATTACHMENTS

Attachment A: SCHEDULE OF ITEMS
Attachment B: CDRL's NSN 7RH 1560-01-513-4332 (1560-01-615-9025) – WINDSHIELD ASSY L/H
Attachment C: CDRL's NSN 7RH 1560-01-615-9024 (1560-01-615-9024) – WINDSHIELD ASSY R/H
Attachment D: 21 OCT 2015 QAP's NSN 7RH 1560-01-513-4332 and NSN 7RH 1560-01-615-9025 – WINDSHIELD ASSY L/H
Attachment E: 21 OCT 2015 QAP's NSN 7RH 1560-01-513-4333 and NSN 7RH 1560-01-615-9024 – WINDSHIELD ASSY R/H

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

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. Also, the full text of a clause may be accessed electronically at: <https://www.neco.navy.mil/clauses.cfm>.

252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7007	Alternate A, Annual Representations and Certifications	AUG 2014
252.204-7004	Alternate A, System for Award Management	FEB 2014
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran— Representation and Certification	OCT 2015

52.209-2	Prohibition of Contracting with Inverted Domestic Corporations	DEC 2014
52.209-10	Prohibition of Contracting with Inverted Domestic Corporations	DEC 2014
52.227-6	Royalty Information	APR 1984
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JUN 2013
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan—Certification	AUG 2009
252.246-7003	Notification of Potential Safety Issues	JUN 2013

K02 - REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2015 – 2015 APPROPRIATIONS DFARS 252.209-7992D (DEC 2014)

- a. In accordance with sections 744 and 745 of Division E, Title VII of the Consolidated an Further Continuing Appropriations Act, 2015 (Pub.L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that –
- i. Has any unpaid Federal Tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is award of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
- ii. Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- b. The Offeror represents that –
- i. It is is not a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
- ii. It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

K03 - PLACE OF PERFORMANCE FAR 52.215-6 (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, _____intends, _____does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

K04 - REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW {DEVIATION 2012-00004} DFARS 252.209-7999 (JAN 2012)

(a)In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1)Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2)Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b)The Offeror represents that-

(1)It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2)It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

K05 - PRICING INFORMATION NAVSUPWSSKA04 (JUN 2005)

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

1. A copy of the current catalog or established price list for the articles covered by the offer, or information where the established price may be found.
2. A statement that such catalog or established price list:
 - (a) Is regularly maintained
 - (b) Is published or otherwise available for inspection by customers.
 - (c) States the prices at which sales are currently made to a number of buyers.
3. A statement that such articles are commercial items sold in substantial quantities to the general public, at the prices listed in the above-mentioned catalog or established price list.

4. A statement that the price quoted herein including consideration of any discount or rebate arrangement does not exceed prices charged the offeror's most favored customer for like items in similar quantities under comparable conditions.

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

Date of Sale Qty Unit Price Customer Contract No.

(C) In addition, the offeror is requested to advise whether the proposed prices are, or can be, tied-in with production prices under prime contracts or subcontracts by furnishing the dates for previous and anticipated production lot releases and numbers in the spaces provided below:

Contract No. Production Lot No. Date Released Date of Anticipated Release

(D) Offerors are further requested to advise the government buyer if they are in possession of any other government or commercial solicitation or recent contract, not already set forth above, for any of the articles being procured hereunder

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

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

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

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

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

(i) Means—

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

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

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

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

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(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

K07 - 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.

K08 - ANNUAL REPRESENTATIONS AND CERTIFICATIONS FAR 52.204-8 (JAN 2014)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 336413 [insert NAICS code].

(2) The small business size standard is 1000 [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

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

(i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS DFARS 252.204-7007 (JAN 2015)

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

(i) [252.209-7003](#), Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.

(ii) [252.216-7008](#), Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) [252.222-7007](#), Representation Regarding Combating Trafficking in Persons, as prescribed in [222.1771](#). Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) [252.225-7042](#), Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) [252.225-7049](#), Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) [252.225-7050](#), Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) [252.229-7012](#), Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(viii) [252.229-7013](#), Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(ix) [252.247-7022](#), Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: *[Contracting Officer check as appropriate.]*

(i) [252.209-7002](#), Disclosure of Ownership or Control by a Foreign Government.

(ii) [252.225-7000](#), Buy American—Balance of Payments Program Certificate.

(iii) [252.225-7020](#), Trade Agreements Certificate.

Use with Alternate I.

(iv) [252.225-7031](#), Secondary Arab Boycott of Israel.

(v) [252.225-7035](#), Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

Use with Alternate I.

Use with Alternate II.

- ___ Use with Alternate III.
- ___ Use with Alternate IV.
- ___ Use with Alternate V.

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

FAR/DFARS Provision #	Title	Date	Change

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

K09 - PROPOSAL ADEQUACY CHECKLIST DFARS 252.215-7009 (JAN 2014)

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

PROPOSAL ADEQUACY CHECKLIST

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
GENERAL INSTRUCTIONS				
1.	FAR 15.408, Table 15-2, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 IA or as specified in the solicitation?		
2.	FAR 15.408, Table 15-2, Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.		
3.	FAR 15.408, Table 15-2, Section I Paragraph A(8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?		
4.	FAR 15.408, Table 15-2, Section I, Paragraph C(1) FAR 2.101, “Cost or pricing data”	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as— (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.		
5.	FAR 15.408, Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?		
6.	FAR 15.403-1(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)		
7.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?		

8.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?		
9.	FAR 15.408 Table 15-2, Section II, Paragraph A or B	Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?		
10.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)		
11.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?		
12.	FAR 15.408, Table 15-2, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?		
13.	FAR 15.408, Table 15-2, Section I Paragraph G	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?		
<u>COST ELEMENTS</u>				
MATERIALS AND SERVICES				
14.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.		
SUBCONTRACTS (Purchased materials or services)				
15.	DFARS 215.404-3	Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?		
16.	FAR 15.404-3(c) FAR 52.244-2	Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data?		
17.	FAR 15.408, Table 15-2, Note 1; Section II Paragraph A	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?		
<u>EXCEPTIONS TO CERTIFIED COST OR PRICING DATA</u>				
18.	FAR 52.215-20 FAR 2.101, "commercial item"	<p>Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20?</p> <p>a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition?</p> <p>b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either—</p> <p>i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or</p> <p>ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)?</p> <p>c. For proposed commercial items "of a type", or "evolved" or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?</p>		

19.		[Reserved]		
20.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?		
INTERORGANIZATIONAL TRANSFERS				
21.	FAR 15.408, Table 15-2, Section II Paragraph A.(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?		
22.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?		
DIRECT LABOR				
23.	FAR 15.408, Table 15-2, Section II Paragraph B	Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.		
24.	FAR 15.408, Table 15-2, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?		
25.	FAR subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?		
INDIRECT COSTS				
26.	FAR 15.408, Table 15-2, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)		
OTHER COSTS				
27.	FAR 15.408, Table 15-2, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?		
28.	FAR 15.408, Table 15-2, Section II Paragraph E	If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2?		
29.	FAR 15.408, Table 15-2, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?		
FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES				
30.	FAR 15.408, Table 15-2, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)		
31.	FAR 15.408, Table 15-2, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B?		
32.	FAR 15.408, Table 15-2, Section III Paragraph C	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?		
OTHER				
33.	FAR 16.4	If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price?		
34.	FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?		
35.	FAR 52.232-28	If the offeror is proposing Performance-Based Payments did the offeror comply with FAR 52.232-28?		
36.	FAR 15.408(n)	Excessive Pass-through Charges– Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of		

FAR 52.215-22 FAR 52.215-23	the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror's indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?	
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K10 - PLACE OF MANUFACTURE FAR 52.225-18 (MAR 2015)

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

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

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

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

K11 - 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

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(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.

K12 - PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS--REPRESENTATION (DEVIATION 2015-O0010) DFARS 252.203-7998 (FEB 2015)

(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements

prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

K13 - INFORMATION REGARDING RESPONSIBILITY MATTERS FAR 52.209-7 (JUL 2013)

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

K14 - REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR 2016 APPROPRIATIONS (DEVIATION 2016-00002) DFARS 252.209-7991 (OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

- (1) It is **is not** a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
- (2) It is **is not** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE****FAR 52.252-1 (FEB 1998)**

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

FAR, DFARS AND NMCARS @ Hill AFB website – <http://farsite.hill.af.mil/VFFARa.htm>

FAR only @ the GSA website (click on “Regulations: FAR”) – <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>

DFARS and NMCARS only @ DPAP website – https://acquisition.navy.mil/rda/home/policy_and_guidance

The test of all NAVSUP and NAVAIR clauses will be contained in the body of the solicitation

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
52.215-16	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	NOV 2013
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>
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	JUN 2010
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.225-7003	Report of Intended Performance Outside the United States or Canada – Submission with Offer	OCT 2010
252.232-7004	DoD Progress Payment Rates	OCT 2014

L02 - REQUESTS FOR EQUITABLE ADJUSTMENT DFARS 252.243-7002 (DEC 2012)

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

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

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

(Official's Name)

(Title)

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

- (1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
- (2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if 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.

L03 - CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATION (JULY 2013)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the command/facility where the work is performed to ensure compliance. Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

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

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit NACLCL described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. System administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

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

The SAAR-N shall be forwarded to the Navy Command’s Security Manager at least 30 days prior to the individual’s start date. Failure to provide the required documentation at least 30 days prior to the individual’s start date shall result in delaying the individual’s start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor’s Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

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

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information, meaning information not authorized for public release.

CONTRACTOR’S SECURITY REPRESENTATIVE

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

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

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

perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete: -SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product); -Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission); -Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required.

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

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR DIRECTLY FROM THE CONTRACTOR'S Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

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

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:
 --Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
 --Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:
 SF-85 Questionnaire for Non-Sensitive Positions
 Two FD-258 Applicant Fingerprint Cards
 Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required.

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

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

L04 - ALTERNATIVE LINE ITEM STRUCTURE DFARS 252.204-7011 (SEP 2011)

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

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

Solicitation:

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

Alternative line item structure offer where monitors are shipped separately:

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

L05 - SERVICE OF PROTEST FAR 52.233-2 (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency and copies of any protests that are filed with the 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.

L06 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS AND ENERGY PROGRAM 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.

L07 - CONSIGNMENT INSTRUCTIONS (MAY 2010)

Consignment Addresses are readily available electronically at the DoD Activity Address Codes (DODAAC) website

<https://www.daas.dla.mil/daasing/dodaac.asp?cu=d>

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

Three addresses will appear:

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

The TAC2 Shipping Address should always be used.

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

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

L08 - ALL OR NONE (INVITATION FOR BID (IFB/REQUEST FOR PROPOSAL (RFP) ONLY FAR 52.215-9010 (NOV 2011)

(a) With respect to each item or group of items identified below, offers must be submitted for all items indicated. No award will be made for less than the full requirements shown in this solicitation for items noted on the Continuation Sheet (even if no-bid for all or part of requirements) and **must follow requirements within this solicitation and also in the format of Attachment "A"**

(b) If this is an IFB, any offeror offering less than all of the solicitation requirements of the indicated item or group of items will be non-responsive.

(c) If this is an RFP, any offeror offering less than all of the solicitation requirements of the indicated item or group of items may be precluded from consideration for award if the Contracting Officer elects to make an award without opening discussions.

(d) Offerors are cautioned that submission of an offer for selected item(s) within a given group is unacceptable; offers must be for all item(s) within a given group. However, an offeror may submit an offer on any one or more groups.

L09 - INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION FAR 52.215-1 (JAN 2004)

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal."

"In writing," "writing," or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

Alternate I (Oct 1997). As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

(f)

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

Alternate II (Oct 1997). As prescribed in 15.209(a)(2), add a paragraph (c)(9) substantially the same as the following to the basic clause:

(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

L10 - FIRST ARTICLE APPROVAL – CONTRACTOR TESTING FAR 52.209-3 (SEP 1989)

CONTRACTOR(S) MUST REFER TO SECTION C AND THE ATTACHED QAPs AND CDRLs

L11 - FIRST ARTICLE APPROVAL – GOVERNMENT TESTING 52.209-4 (SEP 1989)

CONTRACTOR(S) MUST REFER TO SECTION C AND THE ATTACHED QAPs AND CDRLs

L12 - REQUESTS FOR WAIVER OF FIRST ARTICLE TESTING REQUIREMENTS DLAD 52.209-9019 (SEPT 08)

CONTRACTOR(S) MUST REFER TO SECTION C AND THE ATTACHED QAPs AND CDRLs

L13 - REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION WITH OFFER FAR 252.225-7003 (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>.

L14 – 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 of-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 no 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.

L15 – USE OF GOVERNMENT PROPERTY IN OFFEROR'S POSSESSION

Unless otherwise stated in SECTION H, if the offeror intends to use in the performance of the work required hereunder any government-owned facilities, special test equipment, or special tooling, the offeror shall so advise in its response and shall include in such response the value of such property, the number of the contract(s) under which such property was acquired, the rental provisions of such contract(s) and such other information as may be relevant. In addition to the above, the offeror shall include in its proposal, the written concurrence of its proposed use of the property from the contracting officer having cognizance of such property.

L16 - ASSIGNMENT OF NATIONAL STOCK NUMBER (NSN)

- (a) National Stock Numbers will be furnished with orders issued, or within 180 days after order issuance, by the Contracting Officer. Unless otherwise specified in writing, none of the items or materials procured under this contract shall be delivered by the contractor until they have been properly identified and/or marked with a National Stock Number. If a required stock number is not received within adequate time to permit compliance with the required delivery schedule, the contractor shall request the stock number from the Naval Inventory Control Point, Philadelphia, PA, Attn: Code 03621, phone: (215) 697-3122. Reference shall be made to the applicable "Navy Item Control Number (NICN)", if such number is cited in the order. If the order was issued by a DOD Activity other than NAVICP, the contractor shall request the stock number from the appropriate Procuring Contracting Officer.
- (b) When delivery cannot be accomplished because of the failure of the Government to supply a stock number and/or delivery allocation in sufficient time, the contractor shall be relieved of responsibility for failure to deliver in accordance with the terms of this contract, but only to the extent that such failure of the Government is the cause of the contractor's failure to deliver in accordance with the terms of the contract.

Remember:

You may access text to all FAR, DFARS, and DLAD provisions and clauses electronically at <https://www.neco.navy.mil/clauses.cfm>

L17 - SUBMISSION OF PROPOSALS

I. GENERAL

Offerors are required to submit a single proposal composed of a Price Proposal – to include the completed solicitation documents

IMPORTANT NOTES:

1. Offerors must respond to all requirements of the solicitation document (even if a no-bid for a portion or all items). Offerors are cautioned not to alter or disassemble the solicitation.

II. REQUIREMENTS FOR PROPOSAL CONTENT

1. Introduction and Purpose – This section specifies the format that offerors shall use in this Request for Proposal (RFP). The intent is not to restrict the offerors in the manner in which they will perform their work, but rather to ensure a certain degree of uniformity in the format of the response for evaluation purposes.
2. The proposals shall be submitted subject to the following identification and quantities:

Identification	Number of Copies
Part I – Price	
Part II -- Proposed Delivery Schedule	Original and <u> 1 </u> copies

3. Any offeror who will be submitting CLASSIFIED data in their past performance proposal must first notify the contracting office by contacting the point of contact for this solicitation. CLASSIFIED data that is forwarded as part of an offer's proposal must be housed in its own binder, separate from the unclassified portion.

III. TRANSMITTAL OF OFFERS

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

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

All offers and modifications thereto, regardless of the mode of transmittal must be sent to the exact address shown in Box 7 of the SF 33 – Solicitation, Offer, and Award.\

L18 - DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION DLAD 52.233-9001 (NOV 2011)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

- (b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.
- (c) The offeror should check here to opt out of this clause:
 Alternate wording may be negotiated with the Contracting Officer.

L19 - CERTIFICATION OF FINAL INDIRECT COSTS FAR 52.242-4 (JAN 1997)

- (a) The Contractor shall --
 - (1) Certify any proposal to establish or modify final indirect cost rates;
 - (2) Use the format in paragraph (c) of this clause to certify; and
 - (3) Have the certificate signed by an individual of the Contractor’s organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.
- (b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.
- (c) The certificate of final indirect costs shall read as follows:

Certificate of Final Indirect Costs

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

- 1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and
- 2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

L20 - 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	National	Commercial	Source of Supply			Actual
	Stock	Item	Company	Address	Part No.	Mfg?
Items	Number	(Y or N)				
(1)	(2)	(3)	(4)	(4)	(5)	(6)
(1) List each deliverable item of supply and item of technical data.						
(2) If there is no national stock number, list “none.”						
(3) Use “Y” if the item is a commercial item; otherwise use “N.” If “Y” is listed, the Offeror need not complete 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.						

SECTION M - EVALUATION FACTORS FOR AWARD

M01 - REVERSE AUCTION DLAD 52.215-9023 (OCT 2013)

The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. If the Contracting Officer does not conduct a reverse auction, award may be made on the basis of initial offers or following discussions not using reverse auctioning as a pricing

technique. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations, the Contracting Officer will notify Offerors of this decision and the following provisions will apply:

(a) The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each Offeror. These prices will be used in conjunction with the evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.

(b) Following the decision to conduct discussions using reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide Offerors determined to be in the competitive range with information concerning the auction process.

(c) Prior to conducting the reverse auction, the Contracting Officer may hold discussions with the Offerors concerning matters appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.

(d) Unless auction instructions indicate that only Offeror's rankings will be displayed, the lowest Offeror's price(s) for each round of the reverse auction will be disclosed to other Offerors and anyone else having authorized access to the auction. This disclosure is anonymous, meaning that each Offeror's identity will be concealed from other Offerors (although it will be known to the Government; only a generic identifier will be used for each Offeror's proposed pricing, such as "Offeror A" or "lowest-priced Offeror"). By submitting a proposal in response to the solicitation, Offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other Offerors, during the reverse auction.

(e) An Offeror's final auction price at the close of the reverse auction will be considered its final price proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final price proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the Contracting Officer determines that it would be in the best interest of the Government to re-open the auction.

(f) The following requirements apply when the Government uses a commercial web-based product to conduct the reverse auction:

(1) Each Offeror identified by the Contracting Officer as a participant in the reverse auction will be contacted by Defense Logistic Agency's commercial reverse auction service provider to advise the Offeror of the event and to provide an explanation of the process.

(2) In order for an Offeror to participate in the reverse auction, such Offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider's terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider's terms and conditions is embedded within the email notification sent by the on-line reverse auction pricing tool system administrator.

(3) Offerors shall secure the passwords and other confidential materials provided by the commercial reverse auction service provider or the Government and ensure they are used only for purposes of participation in the reverse auction. Offerors shall keep their own and other Offeror's pricing in confidence until after contract award.

(4) The reverse auction system currently in use designates offers as "Lead," meaning the current low price in that auction, or "Not Lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "Lead" and the second or subsequent offer of that price as "Not Lead." Offerors shall not submit a tie offer, since this is inconsistent with the purpose of the reverse auction. If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation, the "Not Lead" Offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award if their final price in the auction is the tie offer price. If evaluation factors in addition to price were listed in the solicitation, tie offers that are "Not Lead" will be considered and evaluated in accordance with those evaluation factors.

(5) Any Offerors unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the Contracting Officer or designated representative immediately. The Contracting Officer may, at his/her sole discretion, extend or re-open the reverse auction if the reason for the Offeror's inability to enter pricing is determined to be without fault on the part of the Offeror and outside the Offeror's control.

(6) The reverse auction will be conducted using the commercial reverse auction service provider's website as embedded in the email notification. Offerors shall be responsible for providing their own computer and internet connection.

(7) Training:

(i) The commercial reverse auction service provider and/or a Government representative will provide familiarization training to Offerors' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.

(ii) An employee of an Offeror who successfully completes the training shall be designated as a "Trained Offeror." Only Trained Offerors may participate in a reverse auction. The Contracting Officer reserves the right to request that Offerors provide an alternate Offeror employee to become a Trained Offeror. The Contracting Officer also reserves the right to take away the Trained Offeror's designation from any Trained Offeror who fails to abide by the solicitation's or commercial reverse auction service provider's terms and conditions.

M02 - COMPETING INDIVIDUAL DELIVERY ORDERS THROUGH ON-LINE REVERSE AUCTIONING DLAD 52.215-9033 (APR 2014)

The Contracting Officer may utilize reverse auctioning as a means of conducting price negotiations when placing delivery orders against this contract. If the Contracting Officer does not conduct a reverse auction, the delivery order will be placed based upon pricing established through other means specified in the contract. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations when competing a specific delivery order, the Contracting Officer will notify the Contractor of this decision via email and the following will apply.

(a) The selection decision for a delivery order will be made in accordance with the evaluation criteria stated in the contract or in the request for quotation issued for the proposed delivery order. At the Contracting Officer's discretion, a reverse auction will be used as the price negotiation technique for this delivery order. If a reverse auction is used, the offered prices at the end of the reverse auction, obtained through one or more rounds of the reverse auction, will be evaluated as the Contractors' final proposed prices. These final proposed prices will be considered in making an award decision for the delivery order along with any other evaluation factors that are to be considered in accordance with the evaluation criteria and selection process stated in the contract or in the request

for quotation. At the conclusion of the reverse auction, the Contracting Officer may choose to conduct additional negotiations, either through another reverse auction or a different method.

(b) Prior to the reverse auction, the Government will determine whether all participants' prices, or just the lowest price(s), will be disclosed to other auction participants and to anyone else having authorized access to the auction. This disclosure is anonymous, meaning that each participant's identity will be concealed from other participants (although it will be known to the Government). If the Government opts to disclose one or more participant's prices, only generic identifiers will be used for each participant's proposed pricing (e.g., "participant A or "lowest priced participant"). By submitting a proposal for a solicitation that includes this clause, a Contractor agrees to participate in the reverse auctions that will be conducted for award of specific delivery orders to be issued under the resulting multiple award contract program, and that its quoted prices for a delivery order may be disclosed to other Contractors participating in the reverse auction.

(c) The following information is provided regarding the procedures to be followed if reverse auction is conducted when competing a delivery order under this multiple award program.

(1) The Contracting Officer will issue a request for quote (RFQ) to all Contractors in the multiple-award program. After receiving quotes, the Contracting Officer will then send written notification, via email to Contractors with specifics regarding the reverse auction.

(2) Each Contractor identified by the Contracting Officer as a participant in the reverse auction will be contacted by DLA's commercial reverse auction service provider to advise the Contractor of the event and to provide an explanation of the process.

(3) Information concerning the reverse auction process and the commercial service provider's terms and conditions is available at the website, as embedded in the email notification.

(4) The participants in a reverse auction under this contract shall secure the passwords and other confidential materials provided by the commercial reverse auction services provider or the Government, and ensure they are used only for purposes of participation in the reverse auction. Contractors shall keep their own and other Contractors' pricing in confidence and shall not disclose this information to anyone not authorized to participate in the reverse auction until after contract award.

(5) Any participant unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the Contracting Officer or designated representative immediately. The Contracting Officer may, at his/her sole discretion, extend or re-open the reverse auction if the reason for the participant's inability to enter pricing is determined to be without fault on the part of the participant and outside the participant's control.

(6) The reverse auction will be conducted using the commercial reverse auction service provider's website, as embedded in the email notification. Participants shall be responsible for providing their own computer and Internet connection.

(7) Training:

(i) The commercial reverse auction service provider and/or a Government representative will provide familiarization training to participants' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.

(ii) An employee of a participant who successfully completes the training shall be designated as a 'trained participant.' Only trained participants may take part in a reverse auction.

(iii) The Contracting Officer reserves the right to request that participants provide an alternate employee to become a 'trained participant.' The Contracting Officer also reserves the right to review the 'trained participant' designation of any trained participant who fails to abide by the terms and conditions of this contract or the terms of the commercial reverse auction service provider. In the discretion of the Contracting Officer, such trained participant may be barred from participation in on-going or subsequent reverse auctions. The Contracting Officer's decision is subject to appeal to the task-order and delivery order ombudsman pursuant to Defense Logistics Acquisition Directive (DLAD) 16.505(b).

M03- EVALUATION

The Government intends to award multiple indefinite delivery indefinite quantity contracts to those offerors who are technically acceptable and who offer fair and reasonable pricing. A fair opportunity will be provided to all awardees to compete on individual task/delivery orders issued, pursuant to FAR 16.505(b) and the Ordering procedures set out in Section C of this solicitation/contract.

Requirements will be evaluated based on the factors listed below:

1. Technical Acceptability.
 - a. Approved Source. Offeror must be a source approved by NAVSUP WSS and NAVAIR Cherry Point and must comply with the packaging and marking requirements in M02 below (Pass/Fail)
 - b. Delivery/Lead Time Schedule/Capacity (Satisfactory / Unsatisfactory)
 - c. Past performance (Satisfactory / Unsatisfactory/No Risk Established)
2. Price and/or Cost analysis (Secondary to above factors)

Award will be made to the offerors who are technically acceptable and whose prices are fair and reasonable.

M04 - PACKAGING AND MARKING REQUIREMENTS DLAD 52.211-9033 (APR 2008)

See Section D for applicable packaging and marking requirements. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable

M05 - EVALUATION - DELIVERY/LEAD TIME SCHEDULE/CAPACITY

Meeting the customer's demand and delivery schedule needs will be a major factor during award selection. Evaluation of delivery/lead times will be evaluated in accordance to the Government's demand and delivery schedule, and it will be a consideration in contract negotiations and evaluation prior to award.

The Contracting Officer will also consider the contractor's capacity. This may include the contractor's ability to meet the required delivery schedule, and consideration of other workload, including orders issued under this contract, which may impact the ability to comply with the delivery schedule. Contractors may propose a delivery schedule more favorable than the delivery schedule set forth in the contract.

Delivery evaluation will be assigned Acceptable or Unacceptable. Source(s) may suggest a different delivery schedule/lead times for each Base Years or Option Years noted in the Section L and Attachment "A". This may or may not improve the source(s) evaluation.

M06 - PAST PERFORMANCE

The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP.

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Offerors lacking relevant past performance history will receive a "No Risk Established" rating for past performance. However, the proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other offerors. The offeror must provide the information requested in the Provision entitled Submission of Proposals in Section L for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offeror failing to provide the past performance information or to assert that it has no relevant directly related or similar past performance will be considered ineligible for award.

The Government, in addition to other information received, will utilize the Past Performance Information Report (PPIR) Red/Yellow/Green (RYG) Program to evaluate past performance. The RYG Program accumulates data on suppliers by Federal Supply Class (FSC). The Government will consider RYG Program data for the Federal Supply Classes of all items included in this procurement. The RYG Program classifications are summarized as follows:

Green = Low Risk (Satisfactory)

Yellow = Moderate Risk (Less Satisfactory)

Red = High Risk (Not Satisfactory)

Neutral = No Risk Established (Satisfactory or Not Satisfactory – based on additional information deemed from market research, other FSC classes, CBARS, etc.)

M07 - EVALUATION PRICE/COST

The contracting officer is responsible for evaluating the reasonableness of the offered prices, to ensure that the final price is fair and reasonable. The complexity and circumstances of each acquisition should determine the level of detail of the analysis required. Price Analysis will be performed on every proposal.

Options: In addition to the above, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement for each group, except when it is determined in the Government's best interest not to do so. The Government may reject an offer if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the options(s).

M08 - EVALUATION - RENT-FREE USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY NAVSUPMA04 (JAN 1992)

To eliminate any competitive advantage arising from the use of Government Production and Research Property on a Rent-Free Basis, an Evaluation Factor will be applied to the offer involving such Rent-Free Use. The Evaluation Factor shall be determined by prorating the rent between the proposed contract and the other work Utilizing such property, as prescribed in FAR 45.205, to find the pro rata share applicable to the proposed Contract. Offerors offering Rent-Free Use shall provide information as to total rental charges for a period Equivalent to the free rental period as well as an estimate of the required usage of the property in the Performance Of the contract.

M09 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.

M10 - ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT DLAD 52.249-9000 (MAY 1988)

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of **\$500.00** as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.