

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A1A	PAGE 1 OF 1 PAGES		
2. CONTRACT (Procurement, Instruction, Identification) NUMBER		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST/PROJECT NUMBER N00383-21-R-0060			
5. ISSUED BY NAVSUP Weapon Systems-Philadelphia ATTN: Kelly Florczak, Code N732.55 Phone: 215-697-3116, FAX: 215-697-1227 Email: Kelly.Florczak@navy.mil 700 Robbins Avenue, Philadelphia, PA 19111-5098		6. ADMINISTERED BY (If other than Item 5)		CODE			
7. NAME AND ADDRESS OF CONTRACTOR (Number, Street, County, State and ZIP Code)				8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT  NET 30 DAYS			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
CODE 98085		FACILITY CODE		ITEM BLOCK 12			
11. SHIP TO/MARK FOR		CODE		12. PAYMENT WILL BE MADE BY			
				CODE HQ0337			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 3304(a)( )				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NUMBER	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	TO BE SPECIFIED INDIVIDUALLY						
<b>15G. TOTAL AMOUNT OF CONTRACT</b> \$							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or Print)				20A. NAME OF CONTRACTING OFFICER			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

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

<http://www.acquisition.gov>  
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>  
<https://www.secnnav.navy.mil/rda/Pages/NMCARS.aspx>

The text of DoD Class Deviations may be accessed electronically at the following link:

[http://www.acq.osd.mil/dpap/dars/class\\_deviations.html](http://www.acq.osd.mil/dpap/dars/class_deviations.html)

NAVSUP and NAVSUP WSS specific Text and Statement of Work Language are contained in the body of the Agreement.

**PART I - THE SCHEDULE****SECTION A - SOLICITATION/CONTRACT FORM****SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS****B01 - SUPPLIES OR SERVICES TO BE FURNISHED**

This is a Basic Ordering Agreement (BOA) with BAE S , IN ( 99 ) ca d E d c , N . The terms and conditions in this BOA apply to all orders issued hereunder. The Government may order, in the manner provided elsewhere herein, the following:

**(a) Repairs and/or Modifications of Government Property:**

(1) The Government may order, in the manner provided elsewhere herein, and the contractor shall furnish all effort including labor, material, and facilities as may be required to repair and/or modify the ordered quantities of repairable assemblies (hereinafter repairable assemblies or items) S . The repairable assemblies to be repaired and/or modified under this BOA are set forth by manufacturer's part number or National Stock Number (NSN) in Attachment "A" and constitute "Government Property" as defined in FAR 52.245-1 or 52.245-1 Alternate I, as applicable, of this BOA. Repair and/or modification of repairable assemblies will be accomplished in accordance with the Specifications for Repair/Modification/Statement of Work (Section C06).

(2) Web-based Commercial Asset Visibility (WEBCAV) Reporting: The Contractors effort on each Order for repair and/or modification of government property shall include furnishing all effort including labor, materials, and facilities as may be required to accumulate, format, and transmit the transactions specified in Section C07.

**(b) Spares:**

(1) The Government may order, in the manner provided elsewhere herein, and the contractor shall furnish items as may be required to support System .

**B02 - SUPTXT232-9401(1-92) - SEGREGATION OF COSTS**

The contractor is required to propose and segregate costs under this agreement by individual order number.

**B03 – WSSTERMBZ01 \*\*\*IMPORTANT NOTICE REGARDING INVENTORY TRANSACTION REPORTING\*\*\***

Inventory transaction reporting requirements have changed for NAVSUP Weapon System Support (NAVSUPWSS) contracts. These requirements are detailed in Section F, and the contractor should read this section carefully to ensure compliance. Additional information regarding reporting via Commercial Asset Visibility (CAV) is available at

[https://www.navsupsup.navy.mil/public/navsup/wss/pi\\_cd/](https://www.navsupsup.navy.mil/public/navsup/wss/pi_cd/).

Questions can be addressed to NAVSUPWSSCAVSOW@navy.mil for NAVSUP WSS Philadelphia solicitations and contracts (document numbers beginning with N00383) and to NAVSUPWSSM.CAVSOW@navy.mil for NAVSUP WSS Mechanicsburg solicitations and contracts (document numbers beginning with N00104). **(06-16)**

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****C01 – SUPTXT216-9401(12-10) PLACING AND PROCESSING OF ORDERS**

(a) Ordering Period. The government, from time to time during the period commencing on the date set forth in Block 3 of the Standard Form 26 for this BOA and continuing for five (5) years (hereinafter called the ordering period), may place orders for supplies to be delivered hereunder. Each order placed under this agreement shall be in accordance with this agreement.

(b) Authorized Ordering Activity. A Contracting Officer of NAVSUP Weapon Systems Support may place orders under this agreement. Only such Contracting Officer has the authority to make changes to the provisions of this BOA.

(c) Ordering Procedures. Orders issued hereunder may be either priced or unpriced. Each order issued hereunder shall constitute a contract. The negotiated ceiling price for an unpriced order issued hereunder is the maximum not-to-exceed price for each order. Unpriced orders will be definitized within 180 days after the date on which the contractor submits a qualifying proposal to definitize the contractual terms, specifications, and price or the date on which the amount of funds obligated under the order is equal to more than fifty (50) percent of the overall ceiling price of the order whichever occurs earlier. The contractor agrees to submit a firm fixed price proposal to meet this definitization schedule.

(d) Content of Orders. Orders placed hereunder will be prepared on a DD Form 1155 and will at a minimum include the following if applicable:

- (1) The order number, date, and the number of this agreement.
- (2) Citation of the negotiation authority under FAR 6.302.
- (3) Appropriation and accounting data and special invoicing instructions.
- (4) Special shipping instructions, place of delivery, place of inspection, DoD Priority designator and surveillance criticality designator.
- (5) Defense Order Rating certified under the Defense Priorities and Allocations System.

(6) Descriptions and the part numbers of the particular articles to be furnished, the quantity of each, and the stock number, if available.

(7) The model designation of the end unit for which the parts ordered applies, if available.

(8) For priced orders, the agreed upon delivery schedules, firm unit prices, firm extended amounts and a total firm price.

(9) For unpriced orders, a desired delivery schedule and a total ceiling price.

(10) Orders for change pages/revisions to existing Technical Manuals (TM), or for new TMs, will include Technical Manual Contract Requirements (TMCRs) citing the equipment and changes to be covered by the publications ordered, the manuals involved, description and specifications, delivery and packing, instructions for transmittal of negatives and retention of reproducible copies and negatives.

(11) A DD form 1423 setting forth the data ordered.

## **C02 – PRICED ORDERS**

(a) Priced orders under this BOA shall be those in which the contractor submits a firm-fixed price quote, offer, or proposal, and delivery schedule in response to a Request for Quotation (RFQ) or Request for Proposal (RFP), and all terms and conditions have been agreed upon prior to issuance of the order, including: (i) with respect to Orders for repair, the pricing for Teardown and Evaluation (TD&E) and repair of government furnished property; and (ii) with respect to all Orders, delivery.

## **C03 – UNPRICED ORDERS**

(a) Unpriced orders under this BOA shall be those which, in response to an RFQ or RFP, the contractor is unable to submit a firm-fixed price quote, offer, or proposal, and/or delivery schedule relative to one or more of the items to be repaired.

(b) Unpriced Purchase Orders(also known as “Monetary Limitation Orders”) shall be issued pursuant to the requirements of FAR Part 13 and Undefinitized Contractual Action Orders (also known as “Ceiling Priced Orders”) shall be issued pursuant to the requirements of DFARS 217.74

(c) Unpriced Purchase Orders shall contain a Monetary Limitation price at the time of issuance. An Undefinitized Contractual Action Order shall contain a Not-To-Exceed price at the time of issuance.

(d) Failure to reach agreement on price for any order issued before its price is established is a dispute under the Disputes clause, FAR 52.233-1.

(e) Monetary Limitation Orders. When an RFQ is issued under Simplified Acquisition Procedures (FAR Part 13) and the estimated contract price is under the Simplified Acquisition Threshold, a realistic monetary limitation shall be established for the order and the order shall be funded in the amount of the monetary limitation.

(1) All monetary limitation orders shall include the clause at FAR 52.216-24 with the fill-ins completed. Any modification of an order to adjust the monetary limitation shall make corresponding adjustments to FAR 52.216-24.

(f) Ceiling Priced Orders. When an RFQ or RFP is issued and the estimated contract price is at or above the Simplified Acquisition Threshold, a Not-To-Exceed price shall be established for the order and the order shall initially be funded at not more than forty-nine percent (49%) of the Not-To-Exceed price. Prior to definitization and in the Government’s discretion, a modification may be issued to increase the obligated amount to not more than seventy-five percent (75%) of the Not-To-Exceed price after receipt by the Government of the contractor’s qualifying proposal for a firm-fixed-price order.

(1) All Ceiling Priced Orders shall include the clause at DFARS 252.217-7027 with all fill-ins completed.

(2) All Ceiling Priced Orders shall include the clause at FAR 52.216-24 with the fill-ins completed. Any modification to the obligated amount prior to definitization shall make corresponding adjustments to FAR 52.216-24.

(3) For any Ceiling Priced Order, the submission by the contractor of a qualifying proposal in accordance with the definitization schedule is a material element of the contract. The contractor shall submit its firm-fixed-price proposal for definitization to the PCO within thirty (30) days of its receipt of Government Property to be repaired under the Order in the case of an Order for repair, and within thirty (30) days of its receipt of the Order in the case of an Order that is not for repair, unless otherwise established in clause 252.217-7027, Contract Definitization in the Order. The contractor’s proposal submission shall be in the form of a “qualifying proposal” as defined by DFARS 217.7401; and contractor shall include in its proposal a firm delivery schedule, if not already established, as well as cost or pricing data, as may be required in accordance with FAR subpart 15.4 and DFARS subpart 215.4.

## **C04 – ADDITIONAL MATTERS RELATIVE TO THE ISSUANCE OF ORDERS FOR REPAIR**

(a) The induction period for repairs under each Order for repair shall be \_\_\_\_\_ days from the date of the order unless otherwise specified in the order.

(b) The contractor shall provide appropriate and adequate storage for all items received in accordance with an Order for repair under this BOA.

(c) All Orders, whether priced or unpriced, will be effective and binding upon issuance by the contracting officer, unless the Order specifically provides the Contractor an opportunity to reject the Order.

(d) Contractor shall not perform any work under this BOA that is not associated with a funded and executed Order.

( ) All contractor proposals and orders issued under this BOA shall include a reference to the Procurement Instrument Identifier for this BOA (Block 2 of the Standard Form 26).

**C05 - INPUT OF ARTICLES TO BE REPAIRED AND/OR MODIFIED**

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

TBD

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

- (b) Upon receipt of such articles, the contractor shall:
- (1) Verify that the articles received corresponds with the list of the articles furnished for such shipment; and further verify that the articles received are covered by the applicable BOA Order;
  - ( ) Segregate those assets that were improperly sent to the contractor, contact PCO for return shipping instructions, and return improperly sent items to the Government;
  - ( ) Advise the PCO if any portion of the required repair is covered under a warranty; or is a result of the furnishing by the contractor of articles that were defective in material and/or workmanship, or otherwise not in conformance with the requirements of the contract under which such articles were originally furnished;
  - ( ) Further advise the PCO of the results of the foregoing preliminary inspection, together with a list of the articles and quantities required to be repaired.

**C06 - SPECIFICATIONS FOR REPAIR/MODIFICATION/STATEMENT OF WORK****1.0 SCOPE**

- 1.1. General.** The items to be furnished hereunder are Government Furnished Property (GFP) and shall be repaired, tested, inspected, and accepted in accordance with the terms and conditions specified in this BOA. Equipment such as fixtures, jigs, dies, patterns, mylars, special tooling, special test equipment, or any other manufacturing aid required for the repair, manufacture, and/or testing of the subject item(s), will not be provided by the Government and shall be the responsibility of the Contractor unless expressly provided for on Attachment A. This limitation regarding the furnishing of equipment applies notwithstanding any reference to the contrary in any drawing, manual, or specification for the BOA items.
- 1.2. Repair Requirements.** The Contractor shall provide the necessary facility, labor, materials, parts, and test and tooling equipment required to return the items (see Attachment A for a list of these items) to a Ready For Issue (RFI) condition. RFI is defined as that condition allowing the items to perform properly and reliably in an operational environment in a manner they were intended to operate. The Contractor shall identify on Attachment G the governing repair manual(s)/ documents for each item covered by this BOA. On the same attachment, the Contractor must identify the facility for each item where repair, including final test and inspection, is completed.
- 1.2.1.** Changes to repair manuals/documents and changes to drawings or specifications for the manufacture of parts utilized in these repairs require Procuring Contracting Officer (PCO) approval. In addition, as provided for in Section 2.3, requests for changes to a repair source or repair facility shall be submitted in writing to the PCO and must be approved prior to making any such change.
  - 1.2.2.** Any repairs performed using unapproved changes to manuals, drawings, specifications, or unapproved changes to a repair source or facility are not permitted.
  - 1.2.3.** The Contractor is not entitled to any equitable adjustment to the price or BOA terms based on the Government's disapproval of a requested change to manuals, drawings, specifications, or to a repair source or facility.
- 1.3. Beyond Repair (BR)**
- 1.3.1. Scope.** An item is BR when the item is not capable of being repaired in accordance with the Statement of Work due to the extent of physical damage.
  - 1.3.2. Procedures.** The Contractor shall obtain written concurrence from DCMA for all units determined by the Contractor to be BR. All such determinations, including the basis for the determination and the DCMA written concurrence shall be provided by the Contractor to the PCO, with a copy to the Inventory Manager (IM). After receipt of the required documentation, the PCO shall provide the Contractor disposition instructions. If provided disposition instructions, the contractor shall submit a proposal for BR pricing to the PCO within 30 days of receipt of these instructions. Any disposal ordered shall be performed by the Contractor in accordance with all applicable regulations and the Contractor's approved Government property disposal procedures.
- 1.4. Beyond Economical Repair (BER)**
- 1.4.1. Scope.** An item is BER if the cost of the repair exceeds 0 of the replacement price for items identified on Attachment A. This replacement price is for the purposes of BER determinations only, and may not be used or relied on by the offeror in the pricing of the repairs required by this BOA.

**1.4.2. Procedures.** The Contractor shall obtain written concurrence from DCMA for all units determined by the Contractor to be BER. All such determinations, including the basis for the determination, the repair required, the Contractor's proposed BER price to repair, and the DCMA written concurrence, shall be provided by the Contractor to the PCO, with a copy to the IM. After receipt of the required documentation, the PCO shall provide the Contractor disposition instructions or contractual authority for repair of the item. The Contractor is not authorized to proceed with the repair until notification is received from the PCO. If provided disposition disposal instructions, the contractor shall submit a proposal for disposal pricing to the PCO within 30 days of receipt of these instructions. Any disposal ordered shall be performed by the Contractor in accordance with all applicable regulations and the Contractor's approved Government property disposal procedures. Items determined BER will be separately priced.

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

Ship in place an accepted item from an existing spares or repair [BOA\CONTRACT], if any, or MILSTRIP the SRA(s),

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

## **1.5. Missing on Induction (MOI).**

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

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

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

Ship in place an accepted item from an existing spares or repair [BOA\CONTRACT], if any, or MILSTRIP the SRA(s),

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

## **1.6. Swapping SRAs**

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

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

## **2.0 PARTS AND MATERIAL**



- 2.1. The Contractor is responsible for supplying all parts and material necessary to perform the required repairs under this BOA unless parts or material are specifically identified on Attachment as Government Furnished Material (GFM). All parts and material used in performance of this BOA shall be in accordance with the latest approved revision of applicable drawings and specifications. The Contractor shall ensure it has access for the duration of this BOA to updated drawings and specifications for parts and material required for repairs performed under this BOA. Any change to such parts/material drawings or specifications requires Government PCO approval.
- 2.2. All parts and material shall be new in accordance with FAR 52.211-5, Material Requirements, which is incorporated by reference herein. Authorization to use other than new material as defined by FAR 52.211-5 requires written approval from the PCO. In addition, cannibalization of piece parts must be approved by the PCO. Cannibalization of units that have not been inducted is not authorized and requires specific additional approval by the PCO. Cannibalization or swapping, including any actions authorized under paragraphs 1.5 and 1.6, shall not render an item BER or BR.
- 2.3. Written approval from the PCO must be obtained prior to any change to the manufacturing source or manufacturing facility for all parts which require source approval. However, if the Contractor has been delegated authority in writing by another Navy Command to approve a change in manufacturing source or a manufacturing facility, the Contractor may implement such a change after notifying the PCO, providing a copy of such delegation to the PCO, and receiving acknowledgment of such delegation from the PCO.
  - 2.3.1. Where there has been a change to a manufacturing source, the Contractor shall complete all qualification testing that was required when that item or component was originally qualified. Any changes in such testing shall be submitted to the Contracting Officer for Government review and approval. Any repairs performed using unapproved changes to such drawings, specifications or manufacturing source or facility are not authorized. The Contractor is not authorized to deliver any items until such testing (including revised testing as properly approved) has been completed and the delivered items are repaired/manufactured in accordance with the qualification requirements package.
  - 2.3.2. The Contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a requested change to the drawings, specifications or manufacturing source or facility.
- 2.4. Purchased Material Control and Parts Control. The Contractor shall establish and maintain a system of control over purchased parts and material. Such controls shall, at a minimum, ensure that the parts and material purchased are in compliance with the requirements of this BOA.
- 2.5. Receiving Inspection of Purchased Parts and Material. Purchased parts and material shall be inspected by the Contractor upon receipt at the Contractor's facility to ensure conformance with all requirements of the applicable drawings and specifications. Alternatively, the Contractor shall submit, prior to contract award, evidence for Government review and approval of a purchased parts and material system which provides for adequate inspection to ensure parts and material conform with all requirements of the applicable drawings and specifications.
  - 2.5.1. Evidence of such inspections shall be maintained by the Contractor or Subcontractor for Government review at least twelve (12) months following the conclusion of the contract. The inspection report shall, at a minimum, include a record of all dimensional data (coordinate/positional), material, finish, and processes with appropriate pass/fail criteria, such as certifications, and actual dimensional readings.

### 3.0 INSPECTION PROVISIONS

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

### C07 – WEB-BASED COMMERCIAL ASSET VISIBILITY (WEBCAVS) STATEMENT OF WORK (SOW)

The CAV Statement of Work (SOW) is located at: [https://www.navsup.navy.mil/public/navsup/wss/pi\\_cd/](https://www.navsup.navy.mil/public/navsup/wss/pi_cd/); and incorporated herein by reference. The CAV SOW applies to all Orders for repair.

### C08 - SPECIFICATION FOR CONSUMABLE PARTS (CONTRACTOR-FURNISHED)

The contractor shall furnish on an "as required" basis all parts required to complete servicing of repairable articles hereunder within established delivery schedules. Such parts shall be in accordance with applicable drawings and specifications.

### C09 – WSSTERMCZ04 - GOVERNMENT INDUSTRY DATA EXCHANGE PROGRAM (GIDEP)

(applicable to orders >\$500,000, or lower value when Contracting Officer provides notice that term will apply)

- a. The Contractor will actively participate in the Government Industry Data Exchange Program (GIDEP) per the Operations Manual (OM). The Contractor will submit information concerning critical or major nonconformances, as defined in FAR 46.101, to the GIDEP information system.



- b. The Contractor will insert paragraph (a) of this clause in any subcontract when deemed necessary by the Contractor. When so inserted, the word "contractor" will be changed to "subcontractor."
- c. The Contractor will, when it elects not to insert paragraph (a) in a subcontract, provide the subcontractor any GIDEP data which may be pertinent to items of its manufacture and verify that the subcontractor utilizes any such data.
- d. The Contractor shall, whether it elects to insert paragraph (a) in a subcontract or not, verify that the subcontractor utilizes and provides feedback on any GIDEP data that may be pertinent to items of its manufacture.
- e. Associated Data Item Description (DID) DI-QCIC-80125B: Alert/Safe-Alert Reporting to GIDEP. (06-17)

## SECTION D - PACKAGING AND MARKING

### D01 - DFARS 252.211-7003 - ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

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

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

“Concatenated unique item identifier” means—

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

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

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

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

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

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

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

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

“Government’s unit acquisition cost” means—

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

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

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

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

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

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

frequency identification, or optical memory cards.

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

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

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

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

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

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

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

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

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

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

(c) *Unique item identifier:*

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

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

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
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(If items are identified in the Schedule, insert “See Schedule” in this table.)

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

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

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

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

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

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

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

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

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

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

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

(5) *Unique item identifier.*

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code—

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

\*\* Once per item.

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

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

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

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

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

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

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

(End of clause)

## **D02 - DFARS 252.211-7006 - PASSIVE RADIO FREQUENCY IDENTIFICATION (MAR 2018)**

*(The clause is applicable to individual cases and palletized unit loads for the shipment of items in the supply classes and to the locations identified in DFARS 211.275-2.)*

(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 Manual 4140.01, Volume 6, DoD Supply Chain Materiel Management Procedures: Materiel Returns, Retention, and Disposition:

(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, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at

[https://www.acq.osd.mil/log/sci/RFID\\_ship-to-locations.html](https://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 in the DoD Suppliers' Passive RFID Information Guide at <http://www.acq.osd.mil/log/sci/ait.html>. 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.cb.mil/>.

(End of clause)

### **D03 - WSSTERMDZ03 - PRESERVATION, PACKAGING, PACKING AND MARKING**

The contractor shall preserve, package, pack and mark all items as cited below. Where specifications or standards are cited herein the latest revision of that specification or standard shall apply.

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

a. **SYSTEM STOCK SHIPMENTS** - The contractor shall preserve all items intended to enter the military distribution system for stock in accordance with the MIL-STD-2073-1, "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. Contractors should disregard the LP field and third digit of the PACK field and use the Unit Container Level (UCL) to identify the level of packing protection the unit container meets for packing requirements. When HM = D, the item is regulated in accordance with Title 49 Code of Federal Regulations (CFR); when HM = N the item is not regulated for transportation.

1) When a specified packaging material has an associated Qualified Products List (QPL), the contractor shall use only packaging materials produced by a manufacturer listed on the applicable QPL. Barrier materials that have QPLs are MIL-PRF-131, MIL-PRF-81705, MIL-PRF-22191, MIL-PRF-3420 and MIL-PRF-22019. Sources for QPL material can be obtained from the Qualified Products Database at <http://qpldocs.dla.mil/>.

b. **IMMEDIATE USE/INSTALLATION AND PART NUMBER BUY SHIPMENTS** – Government PCO or ACO approval is required to use the packaging standards outlined in this paragraph. Any national stock numbered (NSN) item required for immediate use (used or consumed within 7 days of receipt) or direct installation, or part numbered item (authority granted to ship without NSN) shall be preserved and packed in accordance with ASTM D3951, "Standard Practice for Commercial Packaging", for all shipments to a Continental United States (CONUS) government activity or contractor-owned facility. All material destined for overseas shipment (OCONUS) shall be preserved in accordance with MIL-STD-2073-1.

c. **GOVERNMENT-OWNED MATERIAL** – In the event that the contract expires, 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. PROTECTION FROM DEGRADATION DUE TO ELECTROSTATIC (ES)/ELECTROMAGNETIC (EM) FORCES**

a. When ASTM D3951 is authorized for packaging and the item is considered ESD Sensitive (ESDS), protection shall be in accordance with ANSI/ESD S20.20-2014, "For the Development of an ESD Control Program for – Protection of Electrical and Electronic Parts, Assemblies and Equipment (Excluding Electrically Initiated Explosive Devices)."

b. When MIL-STD-2073-1 is specified and the preservation method code (PMT) in the solicitation does not specify ESD/EM protection (PMT = GX) and the contractor's proposed item of supply is subject to degradation from ES/EM forces, contractors shall provide recommended packaging data with their proposals/quotes.

#### **3. PACKING REQUIREMENTS** – The contractor shall pack as follows:

Domestic Shipments (CONUS):	Level B
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Overseas Shipments (OCONUS) (including Navy ships at sea):

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

Exterior shipping containers for Packing Levels A and B are listed in MIL-STD-2073-1, Appendix C, Table C.II. Long-life reusable containers and wood containers are shipping containers which do not require overpacking for shipment.

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

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

- 1) Procurement Instrument Identifier (PIID) – the 13-digit contract order number,
- 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. DEPOT LEVEL REPAIRABLE (DLR) LABELS

1) Items identified with a Cognizance (COG) Code of either “7” or an even number preceding the NSN, excluding 6A, 6H and 6X COGs (e.g. 7RH 5826-014289999), are defined as Depot Level Repairable (DLR) items. DLR items require that a DLR label be placed on the outside of the unit, intermediate and shipping containers as close to the bar code label as possible.

2) Labels are available via the Naval Forms Online website: <https://forms.documentservices.dla.mil/order/>. The website will advise the procedures for ordering and establishing an account.

3) NAVSUP WSS authorizes contractors to create and print their own DLR labels.

Labels shall follow the standard size and font options listed in below chart. Text shall be in all upper case letters of the same style font. The label used shall be sized proportionate to the size of the container. Labels shall be horizontally printed and consist of yellow “DLR” text font on a solid blue background. Labels shall meet requirements of MIL-STD-129 section 4.2.2. Labels shall be of a water-resistant grade of paper, film, or plastic, coated on one side with water-insoluble, permanent type adhesive. The adhesive shall adhere to metal, plastic, aluminum or fiberboard surfaces under high and low temperatures. Labels shall have a finish suitable for printing and writing on with ink without feathering or spreading, be capable of withstanding normal handling and storage conditions, and remain securely in position. Application specific performance criteria and durability requirements to ensure functionality in various climatic environments should be tailored, if required, using MIL-PRF-61002. MIL-PRF-61002 can be used as an acquisition tool when labels presently being used are not performing satisfactorily or when new conditions or applications require special label stock for those particular situations.

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

c. SPECIAL MATERIAL IDENTIFICATION CODE (SMIC) FOR NAVSUP WSS 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. 1H 4730 009001317 **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."

**5. PALLETIZATION.** Palletization of shipments shall be accomplished in accordance with MIL-STD-147 "DOD Standard Practice: Palletized Unit Loads." Failure to meet these palletization/packaging requirements and measures, without a written waiver from the PCO or ACO, may result in charges back to the contractor for repalletization and/or repackaging of items. Pallets shall conform to the requirements of American National Standards Institute, Material Handling-MH1-2016, Pallets, Slip Sheets, and Other Bases for Unit Loads. MH1-2016 may be obtained at the following website: <http://www.mhi.org>.

a. General Purpose Unit Loads - When shipping directly to a Navy afloat unit, pallets meeting MH1-2016, Part No. MH1/9-02SW4048 or MH1/9-10BW4048 for unit loads under 1,500 pounds and MH1/9-03SW4048 for unit loads over 1,500 pounds shall be used.

b. Hazardous Material Unit Loads - Unless otherwise specified in the contract or purchase order hazardous material containers, except cylinders and 55 gallon drums, shall be palletized utilizing MH1-2016 Part No. MH1/9-07SW4848 pallets.

c. Use of nonstandard commercial pallets is prohibited.

**6. WOOD PACKAGING MATERIAL (WPM).** All shipments destined to the DOD must be treated and marked in accordance with the International Standards for Phytosanitary Measures Guidelines for Regulating Wood Packaging Material in International Trade ([ISPM 15](#)) for OCONUS shipments.

a. For all WPM furnished under this contract the contractor shall ensure the American Lumber Standards Committee (ALSC) approved mark is applied to every shipment regardless of destination.

b. Failure to comply with the requirements of ISPM 15 may result in refusal, destruction or treatment of WPM at the point of receipt and the associated costs charged back to the contractor.

**7. 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-129 to apply either Type I or Type II shelf-life markings to 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.

**8. REUSABLE NSN CONTAINERS.** An item that has an NSN assigned in the "Container NSN" field (e.g. 8145 012622982) requires shipment in a reusable shipping and storage container.

a. REUSABLE CONTAINERS FOR NAVSUP WSS, MARITIME REQUIREMENTS - Reusable NSN containers for maritime material (designated by a COG Code of "7E", "7G" and "7H") shall be provided as contractor-furnished material (CFM).

b. REUSABLE CONTAINERS FOR NAVSUP WSS, AVIATION REQUIREMENTS - Reusable NSN containers (excluding fiberboard and most wood) for aviation material (designated by a COG 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 submit the Container Request Form available at

[https://www.navsup.navy.mil/site/public/wss/documents/business\\_opps/local\\_clauses\\_contracts/container\\_request\\_form.pdf](https://www.navsup.navy.mil/site/public/wss/documents/business_opps/local_clauses_contracts/container_request_form.pdf). Email the completed form to NAVSUPCRF.fct@navy.mil 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.

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

Container NSN	Container Part Number (80132)	Alternate Packaging Code IAW MIL-STD-2073-1
8145 002609548	P069-2	GX10000LTBED (QUP = 001) (ICQ = 000)
8145 002609556	P069-1	
8145 002609559	P069-3	
8145 002609562	P069-4	
8145 010124088	P069-6	
8145 010140440	P069-5	
8145 011644073	P069-7	
8145 012622982	15450-1	If MOP/PMT = GX, GX100K3GHFED (QUP = 001)
8145 012622983	15450-2	
8145 012622984	15450-3	

8145 012622985	15450-4	(ICQ = 000)
8145 012622986	15450-5	For all other MOPs/PMTs
8145 012622987	15450-6	51100EAGHFED
8145 012622988	15450-7	(QUP = 001) (ICQ = 000)

c. 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: Program Manager - 215-697-2063

Norfolk, VA - 757-445-9099 ext. 124

Yokosuka, JAPAN - 011-81-46-816-6304

Cherry Point, NC - 252-466-2331

Lemoore, CA - 559-998-0220

Jacksonville, FL - 904-542-1014

Okinawa, JAPAN - 011-81-46-816-6304

San Diego, CA - 619-545-8360

Iwakuni, JAPAN - 011-81-46-816-6304

Puget Sound, WA - 360-476-9777

Bahrain - 011-318-439-9553

d. The stock-numbered, long-life, reusable containers identified herein as GFM are property of the U.S. Navy and only shall be used to fulfill orders from the Navy and U.S. Marine Corps; these containers shall not be used to fulfill orders from the U.S. Army, U.S. Air Force, any other agency of the U.S. Government or Foreign Military Sales (FMS) customer.

## **9. REUSABLE NSN CONTAINERS FOR FOREIGN MILITARY SALES (FMS), JOINT PROGRAM OFFICE (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.

**10. HAZARDOUS MATERIALS.** This section applies when items to be delivered under this contract are considered hazardous materials as defined by 49 CFR, FED-STD-313, or by the Government's technical representative.

a. Packaging and marking for hazardous materials shall comply with applicable requirements for Performance Oriented Packaging (POP) contained in 49 CFR and the international modal regulations. All performance test requirements shall be supported by test certificates and reports attesting to the date and the results obtained from performance oriented packaging testing. The contractor shall be responsible for assuring that sources providing performance testing services are registered with the U.S. Department of Transportation (DOT). The contractor's signed certification that the packaged configuration meets the applicable modal regulation shall be incorporated on the Wide Area Workflow Receiving Report (WAWF RR), DD Form 250, Material Inspection and Receiving Report, or other related acceptance documents if a WAWF RR, DD Form 250 is not used. The Shipper's Declaration for Dangerous Goods (SDDG) must be included for all air shipments. All test certificates, reports and training records shall be available for inspection by authorized Government representatives for a period of three years.

b. When a contract/order for hazardous material requires shipment to a military aerial port or through a military container consolidation point including DODAACs SW3225, SW3123, SW3142, N45627, FB4427, FB9150, FB4497, FY8910, FY9125, FB4418, FY4462, FB4484, FY4494, those shipments shall comply with NAVSUP PUB 505/AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipment.

**11. 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 contractor/offeror is required to list any hazardous material to be delivered under the resultant contract by the submission of Safety Data Sheets (SDSs) and Globally Harmonized System (GHS) compliant product label, when applicable, to the NAVSUP WSS or DLA Contracting Officer prior to award. An electronic copy in PDF format of the SDS and GHS product label must also be emailed to NAVSUP WSS Code N242 at hazmat.navsupwss@navy.mil. Please include the NSN, CAGE, Part Number, contract number, and point of contact for hazardous material questions in the body of the email.

## **12. REPACKAGING TO CORRECT PACKAGING DEFICIENCIES**

a. Notwithstanding inspection and acceptance by the Government of items furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor guarantees that the preservation, packaging, packing and marking (PPP&M), and the preparation of, and method of shipment of such items will conform to the requirements of this contract.

b. Items that do not conform to the PPP&M requirements of this contract may have a Supply Discrepancy Report (SDR, SF-364) written against the contractor.

c. The Government may at the option of the PCO or ACO, correct PPP&M deficiencies, without prior contractor notification, and require an equitable adjustment in the contract price to cover labor and material when corrective actions are warranted, or return the non-conforming material to the contractor for repackaging at the contractor's expense.

(05-20)

## **SECTION E - INSPECTION AND ACCEPTANCE**

**E01 - FAR 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

Clause Number	Clause Title	Clause Date
52.246-2	Inspection of Supplies—Fixed-Price	AUG 1996
52.246-15	Certificate of Conformance (may be used in lieu of Source Inspection at the discretion of the Contracting Officer as determined for each Order)	APR 1984
52.246-16	Responsibility for Supplies	APR 1984
52.246-26	Reporting Nonconforming Items (when 52.246-11 applies)	JUN 2020

**E02 - FAR 52.246-11 – HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**

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

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

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

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

(End of clause)

**E03 - INSPECTION AND ACCEPTANCE AT ORIGIN (NON-REPAIR ITEMS)**

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

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

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

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

Orders for repair - Final inspection and acceptance shall be made at the destination specified herein of the following:

**WEBCAVS**

Except as otherwise specified in the order for WEBCAVS reporting, inspection and acceptance of Transaction Item Reporting Services furnished pursuant to orders issued under this agreement shall be made by NAVSUP Weapon Systems Support:

Philadelphia Orders: 700 Robbins Avenue, Philadelphia, PA 19111- 5098, Attn: Code N85.

Mechanicsburg Orders: 5450 Carlisle Pike, Bldg. 309, Mechanicsburg, PA 17055-2411, Attn: Code N85.

**SECTION F – DELIVERIES OR PERFORMANCE****F01 - CLAUSES INCORPORATED BY REFERENCE**

FOB ORIGIN CLAUSES		
Clause Number	Clause Title	Clause Date
52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-30	F.O.B. Origin - Contractor's Facility	FEB 2006
52.247-31	F.O.B. Origin, Freight Allowed	FEB 2006
52.247-33	F.O.B. Origin, With Differentials	FEB 2006
52.247-55	F.O.B. Point for Delivery of Government Furnished Property (The point of delivery of Government Property referred to in the first sentence of this clause shall be the contractor's plant(s) as set forth in this agreement.)	JUN 2003
52.247-58	Loading, Blocking, and Bracing of Freight Car Shipments (Applicable to Supplies shipped in carload lots by rail.)	APR 1984

52.247-59	F.O.B. Origin - Carload and Truckload Shipments	APR 1984
52.247-61	F.O.B. Origin - Minimum Size of Shipments	APR 1984
52.247-65	F.O.B. Origin - PrePaid Freight - Small Package Shipments	JAN 1991

**F02 - TIME OF DELIVERY (REPAIR)**

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

Transaction Item Reporting WEBCAVS: Delivery of performance shall be on a daily basis (excluding weekends and holidays ) as required by the occurrence of the events identified in Section C of this BOA.

1. Contractor shall complete WEBCAVS "Receipt" transaction immediately upon receiving the articles to be serviced.
2. Contractor is required to make inductions immediately upon receipt for the items with open delivery orders for that particular assembly.
3. In the event the articles are received for which there are no open delivery orders, the contractor shall refer to Section C of this BOA. Upon receipt of the delivery order, the contractor shall immediately induct the articles.

**F03 - TIME OF DELIVERY (SPARES)**

Delivery for items supplied hereunder shall be made as established in accordance this Agreement, unless otherwise established at the order level. The contractor is authorized to exceed the delivery rate, or to complete the performance of each order issued hereunder prior to the time set forth therein; provided however, that nothing contained herein or in any order shall obligate the Government to perform any of its obligations to the contractor at an earlier date than is set forth therein, in order to assist the contractor to make deliveries on an accelerated basis, and no such acceleration by the contractor shall entitle the contractor to any contract price increase. Deliveries in smaller increments than specified on an order may be made to effect deliveries earlier than specified.

**F04 - 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 in each order. The method of shipment will be specified by the cognizant Government inspector when the articles are ready for shipment.
- (c) The Government shall have the right to change the destinations specified. Any adjustment in contract price or time of delivery due to resulting changes in packing or marking shall be subject to the clause of this contract entitled "Changes."
- (d) Unless otherwise directed in a Request for Quotation or Request for Proposals, all quotes/offers for orders to be issued pursuant to this Agreement shall be submitted on a F.O.B. Origin basis.

**F05 – SUPPLEMENTAL DELIVERY MATTERS**

- (a) Destinations for articles on order will be specified in the order or will be specified at a later date.
- (b) The method of shipment will be specified by the cognizant\* Government Inspector when material is ready for shipment. When destinations for certain items have not been assigned, allocations for said items should be requested from the Government Inspector at least forty-five (45) days prior to the anticipated shipping date.  
\* For the purposes of para. (b), "Government Inspector" shall include the Transportation Officer.
- (c) When such delivery of any item or items is to be made directly from the plant of a subcontractor, the name and address of the designated supplier shall be inserted in the priced quote/offer submitted by the contractor in accordance with Section C of this Agreement. Any resulting order shall designate the Cognizant Inspector who will be responsible for carrying out inspection at the plant of the subcontractor indicated.
- (d) The Contracting Officer shall have the right to change the destinations specified in each order. Any adjustment in contract price or time of delivery due to resulting changes in packing or marking shall be subject to the "Changes" clause of this Agreement.

**F06 - WSSTERMFZ05 - FMS DELIVERY AND SHIPPING INSTRUCTIONS**

(Applicable to FMS orders only)

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

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

MATERIAL/TRANSPORTATION DATA:

- (a) If shipment qualifies as a small parcel under current specifications, ship via a Mode 5 small parcel carrier within the Continental United States (CONUS). Contractor will add prepaid transportation charges as a separate item on the invoice for reimbursement purposes.
- (b) If shipment does not qualify as a small parcel (Mode 5) shipment, ship to the Freight Forwarder on a collect commercial Bill of Lading.
- (c) International FMS Parcel Post (PP) shipments destined for the Government of Canada will be made via "Certificate of Mailing" using United States Postal Service (USPS) Form 3817, 3877 or 3877A.
- (d) If an X appears in the following parentheses ( ), ship on a Prepaid Commercial Bill of Lading (CBL). Request transportation instructions from the cognizant DCMA transportation Office. Transportation Account Code (TAC)( ) applies.

#### SPECIAL MARKINGS:

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

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

The Bar Code Lines should read as shown below.

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

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

Bar Code Line 2: Requisition Number(s) (be sure to include each Requisition Number in the multi-pack)

Bar Code Line 3: Unit of Issue, Quantity, Unit Price, Supplementary Address

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

Block 13 Supplementary Address (6 position alphanumeric code)

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

Block 17 Quantity

Block 18 Unit (of Issue)

Block 19 Unit Price

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

- (a) Attach four (4) copies of DD250 in waterproof envelope outside of shipping container.
- (b) Forward two (2) copies of DD250 annotated by carrier as proof of shipment to NAVSUP WSS, 700 Robbins Avenue, Philadelphia, PA 19111, Code N52, at the time of shipment.
- (c) Forward three (3) copies of DD250 to designated Freight Forwarder.
- (d) Where NAVSUP WSS Philadelphia is the status control activity, forward two (2) copies of DD250 to the attention of NAVSUP WSS Philadelphia Code N842. Where the status control activity is other than NAVSUP WSS Philadelphia, forward one (1) copy of DD250 to NAVSUP WSS Philadelphia Code N842 and one (1) copy of DD250 to the status control activity.
- ( ) Forward one (1) copy of DD250 to NAVSUP WSS Philadelphia Code N52( ) . **(03-04, rev. 1)**

#### **F07 - WSSTERMFZ07 - REDISTRIBUTION ORDER/READY FOR ISSUE - NAVY TRANSPORTATION - CAV DIRECT SHIP**

*(Applicable to Orders for repair)*

1. NAVSUP WSS has contracted with the Navy's Transportation Organization, Advanced Traceability and Control (ATAC), for delivery and pickup of Government-owned assets as specified herein. ATAC will send a subcontracted transporter (i.e. Federal Express, Miramar) to both deliver and pick up material at the repair facility.
2. Repairable assets covered by the Government and Contractor agreement (i.e. Basic Ordering Agreement and/or Long-Term Contract and/or Contract and/or Purchase Order) and delivered to your facility will include any Depot Level Repairable (DLR) in any condition. Upon receipt of material, the contractor is to compare the quantity of units and the NIIN of the item inside the container to the quantity and NIIN on the DD Form 1348-1A document that accompanies the material. There may be multiple DD Form 1348-1A documents with the material. The appropriate DD Form 1348-1A to compare to is the one that reflects the material being shipped to the repair facility. Any discrepancies in quantity or NIIN must be reported in accordance with the

most current Commercial Asset Visibility (CAV) Statement of Work (SOW).

3. Assets to be picked up from your facility will include DLRs in any of the following conditions:
  - a. Units that have been repaired and are Ready for Issue (“A” condition)
  - b. Units that have been determined Beyond Repair or Beyond Economical Repair (“H” condition)
  - c. Units that are not authorized for repair – Not Ready for Issue (“F” condition)
  - d. Units that have been misidentified or misdirected to the facility (“J” condition)
4. If the asset is determined to be Beyond Repair (BR) or Beyond Economical Repair (BER), the PCO will direct, via modification, disposition of the asset. Both BR/BER and repaired “A” condition assets shall be prepared using the following criteria:
  - a. Contact the Government Quality Assurance Representative (QAR) to schedule an on-site visit for inspection/acceptance of the material including signature of the DD250, which is required for payment purposes.
  - b. Affix two copies of the DD Form 1348-1A to the outside of the shipment container and place one copy inside the container. Units ready for shipment must be either single packed or packed in multiple quantities of the same NIIN to the same destination. Different NIINs shall NOT be packaged together. DO NOT INCLUDE A COPY OF THE DD FORM 250 WITH THE MATERIAL TO BE SHIPPED.
  - c. Upon completion of the QAR inspection, The CAV Reporter shall input the shipment transaction into the CAV system. The shipment transaction will automatically trigger the pick-up order to the ATAC transportation carrier. There will be 3 additional fields to enter on the CAV shipment screen – Weight of the shipment, Dimensions of the shipment, and Pickup UIC/DODAAC.
  - d. Place the material that is ready for pickup in a staging area designated for ATAC pickup.
5. Upon completion of repair of a unit, or if the PCO has directed via modification, that the unit is Beyond Repair (BR) or Beyond Economical Repair (BER), and the unit is to be retained at the Defense Distribution Depot, the repair facility shall:
  - a. Contact the Government Quality Assurance Representative (QAR) to schedule an on-site visit date for inspection/acceptance of the material including signature of the DD250, which is required for payment purposes.
  - b. Affix two copies of the DD Form 1348-1A to the outside of the shipment container and place one copy inside the container. Units ready for shipment must be either single packed or packed in multiple quantities of the same NIIN to the same destination. Different NIINs shall NOT be packaged together. DO NOT INCLUDE A COPY OF THE DD FORM 250 WITH THE MATERIAL TO BE SHIPPED.
  - c. Upon completion of the QAR inspection, the CAV Reporter shall input the shipment transaction into the CAV system. The shipment transaction will automatically trigger the pick-up order to the ATAC transportation carrier. There will be 3 additional fields to enter on the CAV shipment screen – Weight of the shipment, Dimensions of the shipment, and Pickup UIC/DODAAC.
  - d. Place the material that is ready for pickup in a staging area designated for ATAC pickup.
6. FOR ROUTINE SHIPMENTS, defined as normal shipments that are picked up daily by the ATAC carrier, the transaction transmission for shipments via the CAV program will trigger pickup orders to the ATAC carrier daily. The ATAC carrier will arrive at the repair facility Monday through Friday to pick up material for which a pickup order has been received.
7. FOR EMERGENCY SHIPMENTS, defined as shipments that must leave your facility prior to the next ATAC pickup, the contractor shall contact the QAR and transmit the shipment via CAV. The repair facility shall also contact the ATAC shipping office between the hours of 7:00 a.m. and 4:30 p.m. Pacific Standard Time (PST) at one of the following phone numbers to advise that the material is ready for pickup and must be shipped under urgent means:
  - a. (619) 545-6129 or (619) 545-7059
  - b. The repair facility must have the following information available to provide to the ATAC office:
 

Shipment Document Number
Pieces (number of boxes)
Weight
Dimensions (L, W, H)
Pickup Location/Address
Destination Location/Address
  - c. Shipments identified as urgent on the weekend or after the ATAC shipping office has closed may be shipped by the Contractor using the most expedient means such as FED EX, UPS or other transportation arrangements. The repair facility shall notify the ATAC shipping office no later than the next workday of the documents that were shipped.
8. Assets which are CLASSIFIED or SECURITY CODED are excluded from the ATAC process and will continue to be shipped under the current method with the issuer scheduling the transportation.

## 9. MATERIAL RETURNS

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

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

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

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

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

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

- b. "F" CONDITION MATERIAL - Unless otherwise provided for in the purchase order/contract, delivery order or modification, the repair facility shall contact the appropriate NAVSUP Weapon Systems Support PCO for status on units received without authorization for repair within 90 days (Not Ready for Issue - "F" Condition). If it is determined that the material is to be returned to the Government, the units shall be shipped as follows to the location that lies within the closest physical proximity to the facility from which the material is being shipped:
- (i) MARK FOR: NAVSUP WSS DIRECTED RETURN FOR 'F' CONDITION STOCK. DO NOT PROCESS THROUGH ATAC/HUB
  - (ii) Consignment Addresses are available electronically at <https://www.daas.dla.mil/daasing/>  
SW3117 - DD Norfolk, VA SW3205 - DD San Diego, CA
- c. "J" CONDITION MATERIAL - Unless otherwise provided in the purchase order/contract, delivery order or modification, those units received without authorization that are not manufactured or repaired by your facility ("J" condition), shall be receipted as Material Not On Contract and shipped immediately as follows to the location that lies within the closest physical proximity to the facility from which the material is being shipped.
- (i) MARK FOR: MISDIRECTED/MISIDENTIFIED MATERIAL. PROCESS AS CONTRACTOR RETURN AND RESCREEN FOR CORRECT DISPOSITION.
  - (ii) Consignment Addresses are available electronically at <https://www.daas.dla.mil/daasing/>  
N68620 - ATAC HUB, Norfolk, VA N46433 - ATAC HUB, San Diego, CA
  - (iii) If after return, the same unit is again shipped to your facility, call 619-545-9707 or 619-545-8359 for hub shipments, and call the NAVSUP WSS Item Manager for all others.
- d. "H" CONDITION MATERIAL - The contractor shall obtain written concurrence from the DCMA QAR for all units determined to be Beyond Repair (BR) or Beyond Economical Repair (BER). All such determinations, including the basis for the determination, the repair required, the proposed price to repair and the DCMA written concurrence shall be provided by the contractor to the PCO. After receipt of the required documentation, the PCO shall provide the contractor with disposition instructions or contractual authority for repair of the item. The contractor is not authorized to proceed with repair until notification to proceed is received from the PCO. Any disposal action ordered by the PCO shall be performed by the contractor in accordance with applicable regulations and DCMA disposal procedures and requirements. If it is determined that a unit should be retained by the Defense Distribution Depot, in lieu of disposal, the contractor shall prepare the units for delivery to the following:
- (i) MARK FOR: NAVSUP WSS DIRECTED RETURN, FOR "H" CONDITION STOCK. DO NOT PROCESS THROUGH ATAC/HUB
  - (ii) Consignment Addresses are available electronically at <https://www.daas.dla.mil/daasing/>



SW3117 – DD Norfolk, VASW3205 – DD San Diego, CA (07-10, rev. 1)

**F08 – NAVSUPWSSFA24 - COMMERCIAL ASSET VISIBILITY (CAV) REPORTING***(Applicable to Orders for repair)*

Commercial Asset Visibility (CAV) reporting is required under this purchase order/contract, and all proposed pricing must include any costs associated with this requirement. Detailed information on CAV reporting requirements can be found in the CAV Statement of Work (SOW) located at [https://www.navsup.navy.mil/public/navsup/wss/pi\\_cd/](https://www.navsup.navy.mil/public/navsup/wss/pi_cd/). Contractors participating in the Direct Ship program can find additional information in the CAV SOW.

CAV registration requires the contractor to purchase a commercial PKI certificate, complete web-based information assurance training (approximately 1 hour to complete) and submit a System Authorization Access Request (SAAR). Access to CAV is authenticated based on a valid PKI certificate registered in the NAVSUP Master Directory and an active CAV account. The contractor is required to access the account at least one time within every 30 days, regardless of whether there are transactions to report, in order to keep the account active. Questions regarding CAV registration/implementation can be addressed to NAVSUPWSSCAVSOW@navy.mil for NAVSUP WSS Philadelphia solicitations and contracts (document numbers beginning with N00383) and to NAVSUPWSSM.CAVSOW@navy.mil for NAVSUP WSS Mechanicsburg solicitations and contracts (document numbers beginning with N00104).

Contractors not already registered for or reporting via CAV are required to initiate registration no later than 10 days following receipt of this purchase order/contract by providing their point of contact information to the appropriate CAV email address above. All contractor actions for registration (PKI certificate, training, and SAAR) must be completed within 30 days of receipt of this order/contract for U.S. contractors and within 60 days for non-U.S. contractors. If government property is received or assets are ready for delivery to the Government prior to implementation of CAV, the contractor must send a notification to the appropriate email address above, and must also notify the NAVSUP WSS contracting officer identified on the purchase order/contract. The contractor should notify the contracting officer if a response from a CAV representative is not received within 3 working days. (06-16)

**SECTION G - CONTRACT ADMINISTRATION DATA****G01 - CONTRACT ADMINISTRATION**

- (a) Responsibility for performance of contract administration functional areas, both normal and optional, applicable to orders under this Agreement is hereby delegated and assigned to the Defense Contract Management Agency. Approval authority for any nonconformance is as provided elsewhere in the Basic Ordering Agreement.
- (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) The Administrative Contracting Officer (ACO) is hereby delegated authority to negotiate delivery schedules relative to orders issued under this Basic Ordering Agreement. Other delegated authority will be issued at the order level, as appropriate.
- (d) Copies of all modifications issued by the Administrative Contracting Officer (ACO) shall be distributed as follows:
  - One (1) copy ATTN to the Contract Specialist identified in Block 6 of the DD1155 delivery order form and
  - One (1) copy ATTN to Code N85.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H01 - SUPTXT243-9400(1-92) - AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER**

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

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

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

NAME: BERNADETTE DAVIS-GOLDEN

ADDRESS: 700 ROBBINS AVENUE, PHILADELPHIA, PA 19111

TELEPHONE: \_\_\_\_\_

**H02 - SUPTXT245-9409(1-92) - FACILITIES**

(a) In the performance of all orders under this BOA, other than orders for Foreign Military Sales (FMS), the contractor is authorized to use on a rent-free and no-charge-for-use basis those facilities provided under contracts \_\_\_\_\_. In addition, on all non-FMS orders, subcontractors are authorized to use on a rent-free basis those facilities furnished to them under facilities contracts which provide for use, without charge, of government owned facilities furnished thereunder subject to the terms and conditions of such facilities contracts. On all orders (FMS and non-FMS) issued under this BOA, the contractor and/or his subcontractor(s) are also authorized to use, on a rent-free and no-charge-for-use basis, government property (i.e., tooling and test equipment), special tooling and special test equipment which is in the contractor's possession and which is not covered by a facilities contract. Such use is subject to the terms and conditions of the contract(s) under which the tooling or test equipment is held.

(b) The contractor warrants that it will not include in the prices inserted in any non-FMS order issued hereunder any factor for the rental, depreciation or amortization of such facilities, special tooling or special test equipment and warrants that its subcontract prices of subcontracts on which use of facilities, special tooling or special test equipment on a no-charge-for-use basis is authorized will also not include any factor for the rental, depreciation or amortization of such facilities, special tooling, or special test equipment.

(c) If the facilities, special tooling or special test equipment are withdrawn from the contractor or subcontractor by the government, or if permission to use on a no-charge-for-use basis is withdrawn from contractor or subcontractor at any time prior to or during the performance under any orders issued hereunder, the contractor shall immediately notify the CO, in writing, and advise the CO of the steps the contractor or subcontractor will take to replace the property withdrawn or no longer authorized for use. The price and delivery schedule of such order shall be equitably adjusted as evidenced by a Supplemental Agreement thereto. Failure to agree upon such equitable adjustment in price and delivery shall be a dispute under the disputes clause.

**H03 - WSSTERMHZ02 - QUALITY ASSURANCE REPRESENTATIVE (QAR)**

The contractor shall provide to the Quality Assurance Representative (QAR) the following documents which will be obtained by the QAR before signing for acceptance in WAWF DD250 Receiving Report: BOA number; Order number; CLIN(s); Shipping Location(s); National Stock Number(s); Condition Code(s), as applicable on Orders for repair; Serial Number(s), as applicable; and Quantities.

For Order for repair, the contractor shall provide to the QAR as an attachment to the WAWF documentation and/or in print the CAV Material Movement Document (MMD) (This is also required for assets determined BR or BER). **(03-15)**

**H04 - WSSTERMHZ10 - CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

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

The contractor shall, upon completion of final delivery under such order, promptly so notify the Contracting Officer in writing and shall request a final military security requirements checklist (DD254). Such request shall be submitted to the Contracting Officer via the cognizant government inspector. **(10-02)**

**PART II - CONTRACT CLAUSES****SECTION I – CONTRACT CLAUSES****ANNUAL BASIC ORDERING AGREEMENT (BOA) UPDATE**

The parties will negotiate towards reaching an agreement prior to the first and all subsequent anniversaries of the effective date of this Basic Ordering Agreement (BOA) and modify the BOA so as to comply with the then current Federal Acquisition Regulations (FAR), Defense Federal Acquisition Regulations Supplement (DFARS), and other appropriate and applicable acquisition Regulations, Solicitation Provisions, and Contract Clauses in all sections of this BOA.

**I01 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

NOTE: All clauses listed are applicable to both Solicitations and Contracts/Orders unless otherwise noted. Clauses with identified thresholds are applicable to orders meeting those thresholds The following abbreviations have been used:

SAT = Simplified Acquisition Threshold

MPT = Micropurchase Threshold

SB = Small Business

SDB = Small Disadvantaged Business

CLAUSE NUMBER	CLAUSE TITLE	CLAUSE DATE
52.202-1	Definitions (Orders >SAT)	JUN 2020

52.203-3	Gratuities (Orders >SAT)	APR 1984
52.203-5	Covenant Against Contingent Fees (>SAT)	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government (>SAT)	JUN 2020
52.203-7	Anti-Kickback Procedures (Orders >SAT)	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Orders >SAT)	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Orders >SAT)	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Orders >SAT)	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct (Orders >\$5.5M & Delivery is 120 days or more)	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (Orders >SAT)	MAY 2011
52.204-9	Personal Identify Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (applicable at or above \$30K, except for classified acquisitions)	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (applicable when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2020
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (The contracting officer shall identify in the Contract Schedule the supplies or services that shall be purchased from a mandatory source and the specific source.)	MAY 2014
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Orders >\$35K)	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (applicable to Solicitations >\$550K, and to all orders when the contractor has checked "has" in Paragraph (b) of FAR 52.209-7)	OCT 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (applicable for solicitation and contract for the acquisition of products or services (including construction))	NOV 2015
52.210-1	Market Research (Orders >\$5M)	JUN 2020
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority and Allocation Requirements (See Section L for rating)	APR 2008
52.215-2	Audit and Records - Negotiation (Orders >SAT)	JUN 2020
52.215-2 Alt III	Audit and Records - Negotiation (OCT 2010)-Alternate III (if the head of the agency waives the examination of records by the Comptroller General in a D&F)	JUN 1999
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-9	Changes or Addition to Make-or-Buy Program (orders of \$13.5M or more)	OCT 1997
52.215-9 Alt I	Changes or Additions to Make-or-Buy Program (OCT 1997)-Alternate I (\$13.5M or more, and fixed-price incentive order)	OCT 2010
52.215-9 Alt II	Changes or Additions to Make-or-Buy Program (OCT 1997)-Alternate II (\$13.5M or more, and cost-plus-incentive-fee order)	OCT 2010
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (when certified cost or pricing data is required from the contractor or any subcontractor)	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modification	JUN 2020
52.215-12 (DEV)	Subcontractor Certified Cost or Pricing Data (DEVIATION 2018-O0015) (applicable to orders when clause 52.215-10 applies)	MAY 2018
52.215-13 (DEV)	Subcontractor Certified Cost or Pricing Data - Modifications (DEVIATION 2018-O0015) (applicable when clause 52.215-11 applies)	MAY 2018
52.215-14	Integrity of Unit Prices (applicable Orders >SAT)	JUN 2020
52.215-14 Alt I	Integrity of Unit Prices (OCT 2010)- Alternate I (when orders issued without adequate price competition)	OCT 1997

52.215-15	Pension Adjustments and Asset Reversions (applicable when certified cost or pricing data is required for order)	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money (applicable when contractor does not propose facilities capital cost of money in its offers)	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (applicable when certified cost or pricing data is required for order)	JUL 2005
52.215-19	Notification of Ownership Changes (applicable when certified cost or pricing data is required for order)	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications (applicable when certified cost or pricing data or information other than cost or pricing data will be required for modifications)	JUN 2020
52.215-21 Alt I	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010)- Alternate I (Alternate I applies if a format for cost or pricing data other than the format required by Table 15-2 is specified)	OCT 2010
52.215-21 Alt II	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010)- Alternate II (Alternate II applies if copies of the contractor's proposal are to be sent to the ACO and contract auditor)	OCT 1997
52.215-21 Alt III	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010)- Alternate III (Alternate III applies if submission via electronic media is required)	OCT 1997
52.215-21 Alt IV	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010)- Alternate IV (REPLACE the basic clause with Alternate IV if cost or pricing data are not expected to be required because an exception may apply, but information other than cost or pricing data is required as described in FAR Subpart 15.403-3.)	OCT 2010
52.215-23	Limitations on Pass-Through Charges (applies to all non-competitive orders exceeding \$750K, or when certified cost or pricing data is otherwise required for order)	JUN 2020
52.215-23 Alt I	Limitations on Pass-Through Charges (OCT 2009)- Alternate I (applies to all non-competitive orders exceeding \$750K, or when certified cost or pricing data is otherwise required for order; and contracting officer determines (i) that contractor has demonstrated that its functions provided value to the contracting effort; and (ii) there are no excessive pass-through charges)	OCT 2009
52.219-8	Utilization of Small Business Concerns (applicable Orders >SAT, unless the order, together with all of its subcontracts, will be performed entirely outside of the U.S. and its outlying areas)	OCT 2018
52.219-9	Small Business Subcontracting Plan (Orders >\$700K)	JUN 2020
52.219-9 Alt III	Small Business Subcontracting Plan-Alternate III (Orders >\$700K)	JAN 2017
52.219-9 Alt IV (DEV)	Small Business Subcontracting Plan-Alternate IV (AUG 2018) (DEVIATION 2019-O0005) (Modifications to Orders that serve incorporate a subcontracting plan)	DEC 2018
52.219-16	Liquidated Damages - Subcontracting Plan (Orders >\$700K)	JAN 1999
52.219-28	Post-Award Small Business Program Representation (Orders >MPT when the order will be performed in the United States or its outlying areas.)	MAY 2020
52.222-3	Convict Labor (>MPT when performed inside the U.S. or U.S. Territories)	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (Orders >SAT, but not when performed outside the U.S. or U.S. Territories, Johnston Island, Wake Island, or the outer Continental Shelf)	MAY 2018
52.222-19 (DEV)	Child Labor - Cooperation with Authorities and Remedies (applicable >MPT) (DEVIATION 2020-O0019)	JUL 2020
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (applicable >\$15K, but not when performed outside the U.S., Puerto Rico, or the U.S. Virgin Islands)	JUN 2020
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-26 Alt I	Equal Opportunity (SEP 2016)- Alternate I (applicable if order is exempt from one or more, but not all, of the requirements of E.O. 11246)	FEB 1999
52.222-29	Notification of Visa Denial (applicable to order if the contractor is required to perform in or on behalf of a foreign country (FMS))	APR 2015
52.222-35	Equal Opportunity for Veterans (Orders >SAT, except when order performed outside U.S. by employees recruited outside U.S.; or if waived IAW FAR 22.1305)	JUN 2020

52.222-35 Alt I	Equal Opportunity for Veterans (OCT 2015)– Alternate I (if one or more clause terms waived IAW FAR 22.1305)	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities (Orders >SAT, except when order performed outside U.S. by employees recruited outside U.S.; or if waived IAW FAR 22.1403)	JUN 2020
52.222-36 Alt I	Equal Opportunity for Workers with Disabilities (JUL 2014)-Alternate I (if one or more clause terms waived IAW FAR 22.1403)	JUL 2014
52.222-37	Employment Reports on Veterans (applicable when clause 52.222-35 applies)	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Orders >SAT; except orders performed exclusively outside U.S.)	DEC 2010
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification (Orders >SAT, but not if performed outside the U.S., or if the performance period is <120 days)	OCT 2015
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information (applicable if order provides for performance, in whole or in part, on a Federal facility)	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-7	Notice of Radioactive Materials (orders for supplies which are, or which contain –(a) radioactive material requiring specific licensing under regulations issued pursuant to the Atomic Energy Act of 1954; or (b) radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such supplies include, but are not limited to, aircraft, ammunition, missiles, vehicles, electronic tubes, instrument panel gauges, compasses and identification markers.)	JAN 1997
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Except for orders that will be delivered outside the U.S. and its outlying areas, applies to orders for – (i) Refrigeration equipment (PSC 4110); (ii) Air conditioning equipment (PSC 4120); (iii) Clean agent fire suppression systems/equipment (PSC 4210); (iv) Bulk refrigerants and fire suppressants (PSC 6830); (v) Solvents, dusters, freezing compounds, mold release agents, and any other miscellaneous chemical specialty that may contain ozone-depleting substances or high global warming potential hydrofluorocarbons (PSC 6850); (vi) Corrosion prevention compounds, foam sealants, aerosol mold release agents, and any other preservative or sealing compound that may contain ozone-depleting substances or high global warming potential hydrofluorocarbons (PSC 8030); (vii) Fluorocarbon lubricants (primarily aerosols) (PSC 9150); and any other manufactured end products that may contain or be manufactured with ozone-depleting substances.)	JUN 2016
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Except for orders that will be delivered outside the U.S. and its outlying areas, applies to orders for – (i) Refrigeration equipment, such as refrigerators, chillers, or freezers; or (ii) Air conditioners, including air conditioning systems in motor vehicles.)	JUN 2016
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	JUN 2020
52.223-20	Aerosols (Except for orders that will be delivered outside the U.S. and its outlying areas, applies to orders – (i) For products that may contain high global warming potential hydrofluorocarbons as a propellant, or as a solvent; or (ii) That involve maintenance or repair of electronic or mechanical devices.)	JUN 2016
52.223-21	Foams (Except for orders that will be delivered outside the U.S. and its outlying areas, applies to orders for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent, such as building foam insulation or appliance foam insulations.)	JUN 2016
52.225-13	Restriction on Certain Foreign Purchases (applicable to all orders unless Contracting Officer confirms an exception under FAR 25.103)	JUN 2008
52.227-1	Authorization and Consent (Not applicable to orders when performance and delivery will be outside the U.S.)	JUN 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (applicable when clause 52.227-1 applies)	JUN 2020
52.227-3	Patent Indemnity (applicable Orders >SAT)	APR 1984
52.227-9	Refund of Royalties (applicable to negotiated fixed-price orders when royalties may be paid)	APR 1984
52.229-3	Federal, State, and Local Taxes (fixed-price orders >SAT, and performed wholly or partly in the U.S. and its outlying areas)	FEB 2013
52.229-6	Taxes - Foreign Fixed Price Contracts (fixed-price orders >SAT, and performed wholly or partly in a foreign country)	FEB 2013

52.230-2 (DEV)	Cost Accounting Standards (DEVIATION 2018-O0015) (applicable to Negotiated orders subject to CAS, unless the contract is exempt under 48 C.F.R. 9903.201-1(b), or is subject to modified CAS coverage, or FAR 52.230-4 is used)	MAY 2018
52.230-6	Administration of Cost Accounting Standards (applicable if any of the following clauses apply: 52.230-2 (DEV), 52.230-3, 52.230-4 or 52.230-5)	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments (applicable to Fixed-Price orders where the Government will provide progress payments based on costs)	APR 2012
52.232-16 Alt III	Progress Payments (APR 2012)- Alternate III (applicable if the contractor is NOT a SB and Progress Payments are authorized for the order)	APR 2003
52.232-17	Interest (applicable Orders >SAT)	MAY 2014
52.232-23	Assignment of Claims (orders >MPT, except when performance will be in a foreign country)	MAY 2014
52.232-23 Alt I	Assignment of Claims (MAY 2014)- Alternate I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer – System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (MAY 2014)- Alternate I (applicable to orders where Contracting Officer determines that continued performance is (i) vital to national security, or (ii) vital to public health and welfare; or head of contracting activity determines that continued performance is necessary pending resolution of any claim arising under or relating to the order)	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.239-1	Privacy or Security Safeguards (applicable to orders for Information Technology)	AUG 1996
52.242-3	Penalties for Unallowable Costs (orders >\$750K, except for FFP Commercial Items or Fixed Price without cost incentives)	MAY 2014
52.242-5	Payments to Small Business Subcontractors (applicable when 52.219-9 or any Alternate applies)	JAN 2017
52.242-13	Bankruptcy (orders >SAT)	JUL 1995
52.243-1	Changes - Fixed Price	AUG 1987
52.243-6	Change Order Accounting (applicable to orders of significant technical complexity, if numerous changes are anticipated)	APR 1984
52.243-7	Notification of Changes (orders >\$1 Million)	JAN 2017
52.244-2	Subcontracts	JUN 2020
52.244-5	Competition in Subcontracting (applicable to negotiated orders >SAT, unless FFP awarded on basis of adequate price competition, or Time&Material or Labor-Hour contract)	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUN 2020
52.245-1	Government Property (orders that include Government Furnished Property)	JAN 2017
52.245-9	Use and Charges (orders that include Government Furnished Property)	APR 2012
52.246-23	Limitation of Liability (applicable or orders for end items that are not high-value items IAW FAR 46.802)	FEB 1997
52.246-24	Limitation of Liability - High Value Items (applicable or orders for end items that are designated by Contracting Officer as high-value items IAW FAR 46.802)	FEB 1997
52.246-24 Alt I	Limitation of Liability - High Value Items (FEB 1997)- Alternate I (applicable when 52.246-23 applies and the order requires delivery of both high-value and other items; the PCO shall clearly identify the items designated as high-value end items in the Contract Schedule)	APR 1984
52.247-1	Commercial Bill of Lading Notations (applicable to all fixed-price f.o.b. origin orders >SAT; applicable to f.o.b. origin orders <SAT, if so designated by the Contracting Officer at time of order)	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
52.247-64 Alt I	Preference for Privately Owned U.S. Flag Commercial Vessels (FEB 2006)- Alternate I (applies to orders where an applicable statute or agency determination requires that the	APR 2003

	supplies to be furnished shall be transported exclusively in privately owned U.S.-flag commercial vessels)	
52.247-68	Report of Shipment (REPSHIP) (orders when advance notice of shipment is required for safety or security reasons, or where carload or truckload shipments will be made to DoD installations)	FEB 2006
52.248-1	Value Engineering (Orders >SAT)	JUN 2020
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (Orders <SAT)	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed Price) (Orders >SAT)	APR 2012
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Orders >SAT)	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General (orders when FAR 52.203-13 applies)	AUG 2019
252.203-7004	Display of Hotline Poster (applicable orders >\$5.5 Million)	AUG 2019
252.204-7000	Disclosure of Information	OCT 2016
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information by Litigation Support Contractors	MAY 2016
252.204-7016	Covered Defense Telecommunication Equipment or Services-Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation	DEC 2019
252.205-7000	Provision of Information to Cooperative Agreement Holders (orders >\$1M)	DEC 1991
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material (orders >SAT when applicable unless Contracting Officer determines that required precious metals are not available from DSCP)	DEC 1991
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (orders >SAT)	MAY 2019
252.209-7010	Critical Safety Items	AUG 2011
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7002	Cost Estimating System Requirements (applicable to orders where certified cost or pricing data is required)	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (Orders >\$700K).	MAY 2019
252.219-7003 Alt I	Small Business Subcontracting Plan (DoD Contracts)-Alternate I (Orders >\$700K).	MAY 2019
252.219-7004	Small Business Subcontracting Plan (Test Program)	APR 2018
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (Orders >\$1 Million)	DEC 2010
252.223-7001	Hazard Warning Labels (applicable when order requires submission of hazardous material data sheets)	DEC 1991
252.223-7002	Safety Precautions for Ammunition and Explosives (all orders involving use of ammunition and explosives)	MAY 1994
252.223-7003	Change in Place of Performance-Ammunition and Explosives (all orders involving use of ammunition and explosives)	DEC 1991
252.223-7004	Drug-Free Workforce (Orders >SAT, but not if performance is wholly or partially outside the USA)	SEP 1988
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	SEP 1999
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American and Balance of Payments Program —BASIC (applicable in place of FAR 52.225-1; applicable unless one or both of the following clauses apply to all items on the order -- 252.225-7021 and/or 252.225-7036)	DEC 2017
252.225-7002	Qualifying Country Sources as Subcontractors (applicable when one of the following clauses is used -- 252.225-7001, 252.215-7021 or 252.215-7036)	DEC 2017
252.225-7004	Report of Intended Performance Outside the United States and Canada - Submission after Award (Orders >\$13.5 Million)	OCT 2015
252.225-7005	Identification of Expenditures in the United States (Orders >SAT, if supplies for use outside U.S.)	JUN 2005



252.225-7007	Prohibition on Acquisition of Certain Items From Communist Chinese Military Companies	DEC 2018
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Orders >SAT and require delivery of components that containing specialty metals for aircrat, missile or space systems, ships, tank or automotive items, weapon systems, or ammunition).	OCT 2014
252.225-7012	Preference for Certain Domestic Commodities (Orders >SAT)	DEC 2016
252.225-7013 (DEV)	Duty-Free Entry (DEVIATION 2020-O0019) (applicable in place of FAR 52.225-8; does not apply to Supplies that will NOT enter U.S. customs territory)	JUL 2020
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (Orders >SAT)	JUN 2005
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	JUN 2011
252.225-7017 (DEV)	Photovoltaic Devices (DEVIATION 2020-O0019) (Orders >SAT)	JUL 2020
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain	DEC 2009
252.225-7021 (DEV)	Trade Agreements - (DEVIATION 2020-O0019) (applicable in place of FAR 52.225-5; use if the WTO GPA applies)	JUL 2020
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7027	Restriction on Cintingent Fees for Foreign Military Sales (applicable to FMS orders; Contracting Officer will provide fill-in for (b)(1) at order level)	APR 2003
252.225-7028	Exclusionary Policies and Practices of Foreign Governments (applicable to FMS orders)	APR 2003
252.225-7036	Buy American - Free Trade Agreements - Balance of Payments Program (applicable to orders equal to or >\$100K but less than \$180K)	DEC 2017
252.225-7036 Alt I	Buy American - Free Trade Agreements - Balance of Payments Program - Alternate I (applicable to orders equal to or >\$25K but less than \$80,317)	DEC 2017
252.225-7036 Alt IV	Buy American - Free Trade Agreements - Balance of Payments Program - Alternate IV (applicable to orders equal to or >\$80,317 but less than \$100K)	DEC 2017
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	DEC 2018
252.225-7041	Correspondence in English (applicable when order performance will be wholly or in part in a foreign country)	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (applicable to orders that require performance or travel outside the United States, except for orders with foreign governments, representatives of foreign governments, or foreign corporations wholly owned by foreign governments.)	JUN 2015
252.225-7048	Export Controlled Items	JUN 2013
252.225-7052	Restriction on Acquisition of Certain Magnets and Tungsten (applicable to all orders >SAT)	APR 2019
252.225-7981 (DEV)	Additional Access To Contractor and Subcontractor Records (Other than USCENCOM) (DEVIATION 2015-O0016) (applicable to orders greater than \$50K & performed outside U.S. and outlying areas in support of contingency ops w/hostilities, except if performed in USCENCOM theater of ops.)	SEP 2015
252.225-7993 (DEV)	Prohibition on Providing Funds to the Enemy (DEVIATION 2020-O0001) (applicable to orders greater than \$50K & performed outside U.S. and outlying areas in support of contingency ops actively engaged in hostilities)	NOV 2019
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Orders >\$500K)	APR 2019
252.227-7013	Rights in Technical Data - Non Commercial Items (applicable when the contractor will be required to deliver technical data pertaining to noncommercial items, or Commercial Items when the Govt. will have paid for any portion of the development costs)	FEB 2014
252.227-7016	Rights in Bid or Proposal Information (applicable when clause 252.227-7013 applies)	JAN 2011
252.227-7030	Technical Data - Withholding of Payment (applicable when clause 252.227-7013 applies)	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data (applicable when 252.227-7013 applies)	SEP 2016
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7002	Progress Payments for Foreign Military Sales Acquisitions (Orders that contain FMS requirements and provide for progress payments)	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments (Orders >MPT)	DEC 2006
252.235-7003	Frequency Authorization – BASIC (Orders for testing or operating a device requiring a frequency authorization and DD Form 1494 not used)	MAR 2014
252.235-7003 Alt I	Feqency Authorization (MAR 2014)-Alternate I (Orders for testing or operating a device requiring a frequency authorization and DD Form 1494 used)	MAR 2014

252.239-7018	Supply Chain Risk (Orders for information technology that is a covered system, is part of a covered system, or is in support of a covered system, as defined in DFARS 239.7301.	FEB 2019
252.242-7004	Material Management and Accounting System (Orders >SAT and fixed-price with progress payments made on the basis of costs incurred during performance)	MAY 2011
252.242-7005	Contractor Business Systems (applicable to orders subject to CAS, and when any of the following clauses also apply: 252.215-7002, 252.242-7004, 252.242-7006, 252.244-7001 or 252.245-7003)	FEB 2012
252.242-7006	Accounting System Administration (Orders specifically providing for Progress Payments on the basis of costs incurred by the contractor or on a percentage or stage of completion)	FEB 2012
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment (Orders >SAT)	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property (Orders with GFP)	APR 2012
252.245-7002 (DEV)	Reporting Loss of Government Property (DEVIATION 2020-O0004) (Orders with GFP)	FEB 2020
252.245-7003	Contractor Property Management System Administration (Orders with GFP)	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal (Orders with GFP)	DEC 2017
252.246-7001	Warranty of Data (applicable to orders when 252.227-7013 applies)	MAR 2014
252.246-7001 Alt I	Warranty of Data (MAR 2014)- Alternate I (applicable to fixed-price incentive orders)	MAR 2014
252.246-7001 Alt II	Warranty of Data (MAR 2014)- Alternate II (applicable to a firm-fixed price orders)	MAR 2014
252.246-7003	Notification of Potential Safety Issues (applicable to orders for repairable or consumable parts that are critical safety items; and to orders for repair, maintenance, logistics support, or overhaul of systems and subsystems, assemblies, subassemblies, and parts integral to a system)	JUN 2013
252.246-7006	Warranty Tracking of Serialized Items (when resulting order will include a warranty for serialized items)	MAR 2016
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.246-7008	Sources for Electronic Parts	MAY 2018
252.247-7023	Transportation of Supplies by Sea	FEB 2019

## **102 - FAR 52.216-24 – LIMITATION OF GOVERNMENT LIABILITY (APR 1984)**

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [to be completed at order level in accordance with Section C of this BOA] dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is [to be completed at order level in accordance with Section C of this BOA] dollars.

(End of clause)

## **103 - FAR 52.223-9 - ESTIMATE PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008)**

(Applies to Orders exceeding \$150,000 that are for, or specify the use of, EPA-designated items containing recovered materials. When government technical personnel have advised the Contracting Officer that estimates can be verified, the Contracting Officer may issue an Order specifying that Alternate I of the clause will apply.)

(a) Definitions. As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to Commanding Officer, Naval Facilities Engineering Service Center, Code 424 CA, 1100 23<sup>rd</sup> Avenue, Port Hueneme, CA 93043-4370.

(End of clause)

Alternate I (May 2008). As prescribed in [23.406\(d\)](#), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)):

#### CERTIFICATION

I, \_\_\_\_\_ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

\_\_\_\_\_  
[Signature of the Officer or Employee]

\_\_\_\_\_  
[Typed Name of the Officer or Employee]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Name of Company, Firm, or Organization]

\_\_\_\_\_  
[Date]

(End of certification)

#### **104 - FAR 52.243-7 – NOTIFICATION OF CHANGES (JAN 2017)**

(a) *Definitions*. “Contracting Officer,” as used in this clause, does not include any representative of the Contracting Officer. “Specifically Authorized Representative (SAR),” as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice*. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within \_\_\_\_\_ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
  - (i) What line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within \_\_\_\_\_ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs(d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs(b) and (c) of this clause.

*Note:* The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

#### **105 - FAR 52.252-6 - AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Acquisition Regulation System, Department of Defense (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### **106 - DFARS 252.217-7027 - CONTRACT DEFINITIZATION (DEC 2012)**

(applicable to any order in excess of the Simplified Acquisition Threshold and issued under this BOA that is unpriced, ceiling priced, or otherwise subject to a definitization; clause to be completed at the order level)

(a) A firm-fixed price order is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a firm-fixed price proposal and certified cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows (*insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and certified cost or pricing data*): DA S

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(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm-fixed price in no event to exceed \_\_\_\_\_ (*insert the not-to-exceed amount*).

(End of clause)

#### **107 – DFARS 252.217-7028 – OVER AND ABOVE WORK (DEC 1991)**

*(Orders for repair)*

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

(1) “Over and above work” means work discovered during the course of performing overhaul, maintenance, and repair efforts that is—

(i) Within the general scope of the contract;

(ii) Not covered by the line item(s) for the basic work under the contract; and

(iii) Necessary in order to satisfactorily complete the contract.

(2) “Work request” means a document prepared by the Contractor which describes over and above work being proposed.

(b) The Contractor and Administrative Contracting Officer shall mutually agree to procedures for Government administration and Contractor performance of over and above work requests. If the parties cannot agree upon the procedures, the Administrative Contracting Officer has the unilateral right to direct the over and above work procedures to be followed. These procedures shall, as a minimum, cover—

(1) The format, content, and submission of work requests by the Contractor. Work requests shall contain data on the type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work;

(2) Government review, verification, and authorization of the work; and

(3) Proposal pricing, submission, negotiation, and definitization.

(c) Upon discovery of the need for over and above work, the Contractor shall prepare and furnish to the Government a work request in accordance with the agreed-to procedures.

(d) The Government shall—

(1) Promptly review the work request;

(2) Verify that the proposed work is required and not covered under the basic contract line item(s);

(3) Verify that the proposed corrective action is appropriate; and

(4) Authorize over and above work as necessary.

(e) The Contractor shall promptly submit to the Contracting Officer, a proposal for the over and above work. The Government and Contractor will then negotiate a settlement for the over and above work. Contract modifications will be executed to definitize all over and above work.

(f) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.

(End of clause)

**108 - DFARS 252.232-7006 - WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)**

(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.

“Payment request” and “receiving report” are defined in the clause at [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.cb.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.cb.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

#### INVOICE AND RECEIVING REPORTS( O BO)

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(f) [Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	N00
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD
Ship To Code	SEE SCHEDULE

Ship From Code	TBD
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(\*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(\*\*Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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.

[navsupwawf.wss.ftc@navy.mil](mailto:navsupwawf.wss.ftc@navy.mil)

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

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

#### **SECTION J – LIST OF ATTACHMENTS**

This Basic Ordering Agreement:

Attachment A – ARTICLES TO BE REPAIRED OR MODIFIED UNDER THIS AGREEMENT

At a minimum, each order under this BOA may include the following Attachments:

Attachment   A   – ITEMS TO BE REPAIRED AND/OR MODIFIED

Attachment   B   – PACKAGING

Attachment        – PRICING SHEETS (non-repair Orders)

Attachment        – DD FORM 1423 CONTRACT DATA REQUIREMENTS LIST (CDRL), AS APPLICABLE

Attachment        – SECURITY REQUIREMENTS – (DD254), AS APPLICABLE

Attachment        – GOVERNMENT FURNISHED PROPERTY/SPECIAL TOOLING/SPECIAL TEST EQUIPMENT, AS APPLICABLE

Attachment        – REPAIR MANUALS AND FACILITIES, AS APPLICABLE

Attachment        – GOVERNMENT FURNISHED MATERIAL, AS APPLICABLE

### **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

#### **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K01 - FAR 52.252-1 – SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**



This Agreement 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 these provision, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses: See full list at the end of the Table of Contents.

CLAUSE NUMBER	CLAUSE TITLE	CLAUSE DATE
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2020
52.209-13	Violation of Arms Control Treaties or Agreements—Certification	JUN 2018
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	OCT 2016
252.225-7003	Report of Intended Performance Outside the United States and Canada - Submission with Offer (orders expected to exceed \$13.5M)	OCT 2015
252.225-7018	Photovoltaic Devices—Certificate (orders when clause 252.225-7017 applies)	DEC 2018
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (applicable if either clause 252.227-7013 applies; or an SBIR Program award when clause 252.227-7018 applies)	JAN 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (Order requiring delivery of technical data to the Government)	JUN 1995

#### **K02 - FAR 52.204-8 - ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2020)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [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](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications 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) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

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

(v) [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.

(vi) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) [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.

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

(xi) [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.

(xii) [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.

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

(xiv) [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.

(xv) [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.

(xvi) [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.

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

(xviii) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at [52.204-7](#).

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

(xx) [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 \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xxii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxiii) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran–Representation and Certifications. This provision applies to all solicitations.

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

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

[Contracting Officer check as appropriate.]

☒ (i) [52.204-17](#), Ownership or Control of Offeror.

☒ (ii) [52.204-20](#), Predecessor of Offeror.

☐ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

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

☐ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services- Certification.

\_\_\_ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

\_\_\_ (vii) [52.227-6](#), Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

(End of provision)

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

(Non-repair Orders)

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

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

#### **OFFEROR RECOMMENDATIONS**

ITEM	QUANTITY	PRICE	TOTAL

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

(End of provision)

### **K04 - FAR 52.209-7 - INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

(applicable to Orders >\$550,000)

(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 proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

(End of provision)

## **K05 - FAR 52.230-1 - COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (DEVIATION 2018-00015) (MAY 2018)**

(Orders subject to CAS)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

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

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

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

(a) Any contract in excess of \$2 million resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

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

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

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

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

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

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

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

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

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

## II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

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

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

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes ☐ No

(End of provision)

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

(Orders subject to CAS)

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

☐ Yes ☐ No

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

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

#### **K07 - DFARS 252.204-7007 - ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUN 2019)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☒ Use with Alternate I.

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

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

☒ Use with Alternate I.

☒ Use with Alternate II.



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

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

FAR/DFARS Provision #	Title	Date	Change

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

(End of provision)

#### **K08 - DFARS 252.225-7010 - COMMERCIAL DERIVATIVE MILITARY ARTICLE-SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009)**

(applicable to orders when 252.225-7009 applies)

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

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS [252.225-7009](#)). The offeror's designation of an item as a "commercial derivative military article" will be subject to Government review and approval.

\_\_\_\_\_.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of—

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

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

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

(End of provision)

#### **K09 - WSSTERMKZ01 - PRICING INFORMATION**

(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. If applicable, a statement that such articles are commercial items sold in substantial quantities to the general public, at the prices listed in the above-mentioned catalog or established price list.
4. A statement that the price quoted herein including consideration of any discount or rebate arrangement does not exceed prices charged the offeror's most favored customer for like items in similar quantities under comparable conditions.

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

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

Contract No.	Production Lot No.	Date Released	Date of Anticipated Release
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(D) Offerors are further requested to advise the government contract specialist 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 section in no way affects or diminishes the offeror's independent duty to submit accurate, complete, and current cost or pricing data.

**(06-05, rev. 1)**

## SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

### L01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

CLAUSE NUMBER	CLAUSE TITLE	CLAUSE DATE
52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.214-34	Submission of Offers in the English Language (applicable to all Solicitations)	APR 1991
52.214-35	Submission of Offers in U.S. Currency (applicable to all Solicitations)	APR 1991
52.215-1	Instructions to Offerors – Competitive Acquisitions (applicable to competitive orders when the Government intends to award without discussions)	JAN 2017
52.215-1 Alt I	Instructions to Offerors – Competitive Acquisitions-Alternate I (applicable to competitive orders when the Government intends to award after discussions with offerors in the Competitive Range)	OCT 1997
52.215-1 Alt II	Instructions to Offerors – Competitive Acquisitions – Alternate II (applicable to competitive orders when the Government is willing to accept alternate proposals)	OCT 1997
52.215-16	Facilities Capital Cost of Money (applicable to orders subject to the cost principles for contracts with commercial organizations (see, FAR Subpart 31.2))	JUN 2003
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort (applicable when FAR 52.215-23 is used)	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (applicable to Solicitations at or above \$10M when FAR 52.222-26 is used)	FEB 1999
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	MAR 2015
52.232-13	Notice of Progress Payments (applicable to orders where 52.232-16, 52.232-16 Alt I, or 252.232-7002 apply)	APR 1984
52.247-46	Shipping Point(s) Used in Evaluation of F.O.B.—Origin Offers (applicable to F.O.B Origin orders when price evaluation for shipments from various shipping points is contemplated)	APR 1984
252.215-7007	Notice of Intent to Resolicit (competitive orders that are solicited for fewer than 30 days)	JUN 2012
252.215-7008	Only One Offer (competitive orders)	JUN 2019

252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Basic (Orders where certified data is required in Table 15-2 format, or where certified data is not required)	JUN 2019
252.215-7010 Alt I	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Alternate I (Orders where certified data is required in a format other than FAR Table 15-2 format).	JUN 2019
252.215-7011	Requirements for Submission of Proposals to the Administrative Contracting Officer and Contract Auditor (Orders where 252.215-7010 or its Alternate I apply AND copies of proposal are required to be sent to ACO and Contract Auditor)	JAN 2018
252.215-7012	Requirements for Submission of Proposals Via Electronic Media (Orders where 252.215-7010 or its Alternate I apply AND submission of data via electronic media is required)	JAN 2018
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors	JAN 2018
252.239-7017	Notice of Supply Chain Risk (Orders for information technology that is a covered system, is part of a covered system, or is in support of a covered system, as defined in DFARS 239.7301.	FEB 2019
252.246-7005	Notice of Warranty Tracking of Serialized Items (when resulting order will include a warranty for serialized items)	MAR 2016

**L02 - FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)**

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

(End of provision)

**L03 - FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Basic Ordering Agreement with Orders that are **firm fixed price** resulting from this solicitation.

(End of provision)

**L04 - FAR 52.233-2 - SERVICE OF PROTEST (SEP 2006) (applicable to solicitations for orders >SAT)**

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

*[Insert Contracting Officer's address, to include Building and Room/Bay identifiers].*

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

(End of provision)

**L05 - DFARS 252.215-7009 - PROPOSAL ADEQUACY CHECKLIST (JAN 2014)**

(proposals for Orders requiring the submission of certified cost or pricing data)

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**

	REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
<b>GENERAL INSTRUCTIONS</b>				
1.	FAR 15.408, Table 15-2, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?		

2.	FAR 15.408, Table 15-2, Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.		
3.	FAR 15.408, Table 15-2, Section I Paragraph A(8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?		
4.	FAR 15.408, Table 15-2, Section I, Paragraph C(1) FAR 2.101, "Cost or pricing data"	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as— (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.		
5.	FAR 15.408, Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?		
6.	FAR 15.403-1(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)		
7.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?		
8.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?		
9.	FAR 15.408 Table 15-2, Section II, Paragraph A 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?		
COST ELEMENTS				
MATERIALS AND SERVICES				
14.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.		
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?		
EXCEPTIONS TO CERTIFIED COST OR PRICING DATA				

18.	FAR 52.215-20 FAR 2.101, “commercial item”	Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20? a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition? b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either— i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)? c. For proposed commercial items “of a type”, or “evolved” or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?		
19.		[Reserved]		
20.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?		
<b>INTERORGANIZATIONAL TRANSFERS</b>				
21.	FAR 15.408, Table 15-2, Section II Paragraph A.(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?		
22.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?		
<b>DIRECT LABOR</b>				
23.	FAR 15.408, Table 15-2, Section II Paragraph B	Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost		

		must be summarized in order that the applicable overhead rate can be applied.		
24.	FAR 15.408, Table 15-2, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?		
25.	FAR subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?		
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	If Economic Price Adjustments are being proposed, does the proposal show		

	15.408 Table 15-2, Section II, Paragraphs A, B, C, and D	the rationale and application for the economic price adjustment?		
35.	FAR 52.232-28	If the offeror is proposing Performance-Based Payments did the offeror comply with FAR 52.232-28?		
36.	FAR 15.408(n) FAR 52.215-22 FAR 52.215-23	Excessive Pass-through Charges– Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror’s indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?		

(End of provision)

**L06 - DFARS 252.217-7026 - IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)**

(applicable to all orders when the acquisition is being conducted under Other Than Full and Open Competition)

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

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

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

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

(End of provision)

**L07 - WSSTERMLZ05 - REVIEW OF AGENCY PROTESTS**

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

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

For solicitations or contracts issued by DODAAC N00104--



Independent Protest Review Official  
 NAVSUP WSS Code N7  
 Building 312, Bay A30  
 5450 Carlisle Pike  
 Mechanicsburg, PA 17055-2411

For solicitations or contracts issued by DODAAC N00383--

Independent Protest Review Official  
 NAVSUP WSS Code N7  
 Building 1, Rm. 2209  
 700 Robbins Avenue  
 Philadelphia, PA 19111-5098 (02-13)

#### **L08 - WSSTERMLZ06 - CONSIGNMENT INSTRUCTIONS**

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

<https://www.daas.dla.mil/daasinq/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. (05-10)

#### **L09 - CERTIFICATE OF CURRENT COST OR PRICING DATA**

(applicable to Orders requiring certified cost or pricing data)

The contractor agrees that to the extent required by 10 U.S.C. § 2306a, as amended, 41 U.S.C. § 254b, as amended, the Federal Acquisition Regulation, as amended (including amendments promulgated by Federal Acquisition Circulars, but not yet included in FAR), the Defense Federal Acquisition Regulation Supplement, as amended, and applicable Class Deviations, it shall furnish cost or pricing data, as defined in FAR 15.403-4 (including subcontractor and prospective subcontractor cost or pricing data) to the Contracting Officer where the aggregate of the prices inserted on the order is at or above \$2,000,000.00 and shall furnish for such order a Certificate of Current Cost or Pricing Data in the form set forth below and such subcontractor Certificate of Current Cost or Pricing Data (in substantially the same form as set forth below) for subcontracts and purchase orders at or above \$2,000,000.00 as are required to be furnished pursuant to the aforementioned regulation. The Certificate of Current Cost or Pricing Data shall be executed and delivered to the Contracting Officer as soon as practicable, but not later than five (5) business days after the date of price agreement.

#### **CERTIFICATE OF CURRENT COST OR PRICING DATA**

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

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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

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

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

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

(END OF CERTIFICATE)

## SECTION M – EVALUATION FACTORS FOR AWARD

### M01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

CLAUSE NUMBER	CLAUSE TITLE	CLAUSE DATE
252.225-7037	Evaluation of Offers for Air Circuit Breakers (Orders that require air circuit breakers for naval vessels)	DEC 2018

### M02 – EVALUATION FACTORS

**[Insert Evaluation Factors/Subfactors, their weighting and relative importance here, then remove this text]**

**ATTACHMENT \_\_\_\_ - GOVERNMENT FURNISHED PROPERTY/SPECIAL TOOLING/SPECIAL TEST EQUIPMENT**

(See Section C06 Paragraph 1.1)

<b>CONTRACT NO. GFP/ST/STE IS UNDER</b>	<b>GFP/ST/STE DESIGNATION AND USE</b>	<b>PART NUMBER</b>

**ATTACHMENT \_\_\_\_ - REPAIR MANUALS AND FACILITIES**

(See Section C06 Paragraph 1.2)

<b>CLIN</b>	<b>NSN</b>	<b>PART NUMBER</b>	<b>REPAIR MANUAL/PROCEDURE</b>	<b>SOURCE &amp; LOCATION OF REPAIR SOURCE</b>

**ATTACHMENT \_\_\_\_ - GOVERNMENT FURNISHED MATERIAL**

(See Section C06 Paragraph 2.1)

<b>CLIN(Material is supplied to support)</b>	<b>NSN</b>	<b>PART NUMBER</b>

## Exhibit 'A'

ITEM-NUM	NOMENCLATURE/	INPUT COG/MCC/FSC/NIIN/SMIC/ PART NUMBER					OUTPUT
A001	CIRCUIT CARD ASSEMB	7R	H	5998	014689447	QE	A001 111E9378G2
A002	COMPUTER,FLIGHT CON	7R	H	6615	015221457	QE	A002 111E9359G102
A003	CIRCUIT CARD ASSEMB	7R	H	5998	016221324	QF	A003 114E6070G27
A003	AA CIRCUIT CARD ASSEMB	7R	H	5998	015586704	QE	A003 AA 114E6070G25
A003	AB CIRCUIT CARD ASSEMB	7R	H	5998	014938795	QE	A003 AB 114E6070G23
A004	CIRCUIT CARD ASSEMB	7R	H	5998	016269734	QE	A004 111E9379G12
A004	AA CIRCUIT CARD ASSEMB	7R	H	5998	014917974	QE	A004 AA 111E9379G9
A004	AB CIRCUIT CARD ASSEMB	7R	H	5998	015617256	QE	A004 AB 111E9379G10
A004	AC CIRCUIT CARD ASSEMB	7R	H	5998	016306809	GF	A004 AC 111E9379G11
A005	POWER SUPPLY	7R	H	6130	014917971	QE	A005 105E7477G11
A005	AA POWER SUPPLY	7R	H	6130	014917971	QE	A005 AA 105E7477G11
A005	AB POWER SUPPLY	7R	H	6130	015232610	QE	A005 AB 105E7477G12

## Exhibit 'A'

ITEM-NUM	NOMENCLATURE/	INPUT COG/MCC/FSC/NIIN/SMIC/ PART NUMBER					OUTPUT
A006	CIRCUIT CARD ASSEMB	7R	H	5998	016641677	QF	A006
					115E5035G2		
A006	AA CIRCUIT CARD ASSEMB	7R	H	5998	016641677	QF	A006 AA
					115E5035G2		
A006	AB CIRCUIT CARD ASSEMB	7R	H	5998	016556336	QF	A006 AB
					115E5035G1		
A006	AC CIRCUIT CARD ASSEMB	7R	H	5998	016556336	QF	A006 AC
					115E5035G1		
A006	AD CIRCUIT CARD ASSEMB	7R	H	5998	014689451	QE	A006 AD
					111E9377G2		
A007	CIRCUIT CARD ASSEMB	7R	H	5998	016753201	QE	A007
					115E5034G2		
A007	AA CIRCUIT CARD ASSEMB	7R	H	5998	016753201	QE	A007 AA
					115E5034G2		
A007	AB CIRCUIT CARD ASSY,A	7R	H	5998	015540764	QE	A007 AD
					111E9376G5		
A007	AC CIRCUIT CARD ASSEMB	7R	H	5998	014696297	QE	A007 AJ
					111E9376G4		
A007	AD CIRCUIT CARD ASSEMB	7R	H	5998	016753200	QE	A007 AD
					111E9376G10		
A007	AE CIRCUIT CARD ASSEMB	7R	H	5998	014689448	QE	A007 AH
					111E9376G2		
A007	AF CIRCUIT CARD ASSEMB	7R	H	5998	014689448	QE	A007 AI
					111E9376G3		

## Exhibit 'A'

ITEM-NUM	NOMENCLATURE/	INPUT COG/MCC/FSC/NIIN/SMIC/ PART NUMBER	OUTPUT
A007 AG	CIRCUIT CARD ASSEMB	7R H 5998 016242310 QE 111E9376G9	A007 AD
A007 AH	CIRCUIT CARD ASSEMB	7R H 5998 016242538 QF 111E9376G6	A007 AA
A007 AI	CIRCUIT CARD ASSEMB	7R H 5998 016242539 QF 111E9376G7	A007 AA
A007 AJ	CIRCUIT CARD ASSEMB	7R H 5998 016242540 QF 111E9376G8	A007 AA
A007 AK	CIRCUIT CARD ASSEMB	7R H 5998 016306810 GF 115E5034G1	A007 AA
A007 AL	CIRCUIT CARD ASSEMB	7R H 5998 016306810 GF 115E5034G1	A007 AL
A008	CIRCUIT CARD ASSEMB	7R H 5998 014689460 QE 111E9375G4	A008
A009	POWER SUPPLY	7R H 6130 016221318 QF 105E7477G17	A009
A009 AA	POWER SUPPLY	7R H 6130 015372981 QF 105E7477G15	A009 AA
A009 AB	POWER SUPPLY	7R H 6130 015372982 QF 105E7477G14	A009 AB
A009 AC	POWER SUPPLY	7R H 6130 015232609 QE 105E7477G13	A009 AA

## Exhibit 'A'

ITEM-NUM	NOMENCLATURE/	INPUT COG/MCC/FSC/NIIN/SMIC/ PART NUMBER	OUTPUT
B001	CIRCUIT CARD ASSEMB	7R H 5998 014322383 EE 103E4032G2	B001
B002	CIRCUIT CARD ASSEMB	7R H 5998 014322463 EE 103E4034G1	B002
B003	COMPUTER, FLIGHT CO	7R H 6615 014322467 EE 103E4060G13	B003
B004	CIRCUIT CARD ASSEMB	7R H 5998 014322488 EE 103E4035G3	B004
B005	CIRCUIT CARD ASSEMB	7R H 5998 014322489 EE 103E4039G1	B005
B006	CIRCUIT CARD ASSEMB	7R H 5998 014322490 EE 103E4045G4	B006
B007	CIRCUIT CARD ASSEMB	7R H 5998 014623470 EE 103E4030G2	B007
B008	CIRCUIT CARD ASSEMB	7R H 5998 014623473 EE 971E674G2	B007
B009	CIRCUIT CARD ASSEMB	7R H 5998 014623475 EE 971E921G4	B009
B010	CIRCUIT CARD ASSEMB	7R H 5998 014624333 EE 103E4040G1	B010
B011	CIRCUIT CARD ASSEMB	7R H 5998 014624668 EE 103E4036G2	B011



Exhibit 'A'

ITEM-NUM	NOMENCLATURE/	INPUT COG/MCC/FSC/NIIN/SMIC/ PART NUMBER					OUTPUT
B012	CIRCUIT CARD ASSEMB	7R	H	5998	014629083	EE	B012
					103E4042G3		
B013	POWER SUPPLY	7R	H	6120	014629090	EE	B013
					103E4043G3		

Exhibit 'A'

ITEM-NUM	NOMENCLATURE/	INPUT COG/MCC/FSC/NIIN/SMIC/ PART NUMBER					OUTPUT
C001	CONTROLLER,FLAP,DIG	7R	H	5945	014580660	SR	C001
		111E9150G101					

## Exhibit 'A'

ITEM-NUM	NOMENCLATURE/	INPUT COG/MCC/FSC/NIIN/SMIC/ PART NUMBER					OUTPUT
D001	SENSOR,CONTROL WHEE	7R	H	6615	002221018	BP	D001
					426680-01-03		
D002	GYROSCOPE, RATE	7R	H	6615	014868483	BP	D002
					482550-03-01		
D003	BASE,CHASSIS	7R	H	5975	014947586	BP	D003
					497070-01		
D004	CONTROLLER, ENGAGIN	7R	H	6615	015032256	BP	D004
					497230-01-01		
D005	TRANSDUCER, MOTIONA	7R	H	6695	015193452	BP	D005
					497030-02-01		
D006	COMPUTER, FLIGHT CO	7R	H	6615	015193454	BP	D006
					497320-01-01		

## Exhibit 'A'

ITEM-NUM	NOMENCLATURE/	INPUT COG/MCC/FSC/NIIN/SMIC/ PART NUMBER				OUTPUT
E001	CIRCUIT CARD ASSEMB	7R	H	5998 015191467	V2	E001
		105E7322G6				
E002	CIRCUIT CARD ASSEMB	7R	H	5998 015215180	V2	E002
		105E7326G3				
E003	COMPUTER,FLIGHT CON	7R	H	6615 015486318	V2	E003
		105E7320G11				
E004	CIRCUIT CARD ASSY,A	7R	H	1680 016194547	V2	E004
		105E7327G3				
E005	NRP,CIRCUIT CARD AS	7R	H	5998 016201746	V2	E005
		105E7324G7				

## Exhibit 'A'

ITEM-NUM	NOMENCLATURE/	INPUT COG/MCC/FSC/NIIN/SMIC/ PART NUMBER					OUTPUT
F001	POWER MODULE,AIRCRA	7R	H	1270	015238282	ZR	F001
					449-310-102-105		
F002	MODULE,DRIVE,AIRCRA	7R	H	1615	015238276	ZR	F002
					449-310-102-103		
F003	ACTUATOR,MAIN ROTOR	7R	H	1680	015238229	ZR	F003
					449-310-102-101		
F004	CONTROLLER,IF HEATE	7R	H	5999	014822951	GF	F004
					74-830146-101		

## Exhibit 'A'

ITEM-NUM	NOMENCLATURE/	INPUT COG/MCC/FSC/NIIN/SMIC/ PART NUMBER				OUTPUT
G001	GYROSCOPE, RATE	1R	6615	011258220	QE	G001
				153C6680G5		
G002	COMPUTER, FLIGHT CO	7R	6615	014322467	EE	G002
				103E460G13		
G003	POWER SUPPLY	7R	6120	014629090	EE	G003
				103E4043G3		
G004	GYROSCOPE, RATE	7R	6615	014868483	BP	G004
				482550-03-01		
G005	ACCELEROMETER, ELEC	7R	6615	011561375	GF	G005
				153C6845G9		
G006	TRANSDUCER, MOTIONA	7R	6695	015193452	BP	G006
				497030-02-01		
G007	COMPUTER, FLIGHT CO	7R	6615	015193454	BP	G007
				497320-01-01		
G008	CHASSIS ASSEMBLY, E	7R	6615	014389470	SF	G008
				936E917G5		
G009	SENSOR ASSEMBLY, RA	7R	6615	011257942	CF	G009
				123D7323G6		
G010	CONTROLLER, ENGAGIN	7R	6615	015032256	PP	G010
				497230-01-01		

## PACKAGING DATA

ITEM	NBR	COG	MCC	FSC	NOMENCLATURE	NIIN	MP	CL	PM	WM	CD	CT	UC	IC	QUP	ICQ	HM	SMCC	SPMK	SPI	CONT	SUPP INFO
A001		7R	H	5998	CIRCUIT CARD ASSEMB	014689447	GX	1	00	ZZ	BG	B	ED	00	001	000	N	2	39			ZZ = MIL-P-81997, TYPE I POUCH
A002		7R	H	6615	COMPUTER, FLIGHT CON	015221457	GX	1	00	K3	BG	B	ED	RC	001	ZZZ	N	2	39		8145012622987	ZZZ = 001
A003		7R	H	5998	CIRCUIT CARD ASSEMB	016221324	GX	1	00	ZZ	LT	A	NY	00	001	000	N	2	39		8145002609562	ZZ = MIL-P-81997, TYPE I POUCH
A003	AA	7R	H	5998	CIRCUIT CARD ASSEMB	015586704	GX	1	00	ZZ	BG	B	ED	00	001	000	N	2	39			ZZ = MIL-P-81997, TYPE I POUCH
A003	AB	7R	H	5998	CIRCUIT CARD ASSEMB	014938795	GX	1	00	00	LT	A	NY	00	001	000	N	2	39		8145002609562	
A004		7R	H	5998	CIRCUIT CARD ASSEMB	016269734	GX	1	00	ZZ	LT	B	ED	00	001	000	N	2	39			ZZ = MIL-P-81997, TYPE I POUCH
A004	AA	7R	H	5998	CIRCUIT CARD ASSEMB	014917974	GX	1	00	K3	LT	A	NY	00	001	000	N	2	39		8145010124088	
A004	AB	7R	H	5998	CIRCUIT CARD ASSEMB	015617256	GX	1	00	ZZ	BG	B	EC	00	001	000	N	2	39			ZZ = MIL-P-81997, TYPE I POUCH
A004	AC	7R	H	5998	CIRCUIT CARD ASSEMB	016306809	GX	1	00	00	LT	B	ED	00	001	000	N	2	39			
A005		7R	H	6130	POWER SUPPLY	014917971	51	1	00	K3	GH	M	ED	00	001	000	N	2	03			
A005	AA	7R	H	6130	POWER SUPPLY	014917971	51	1	00	K3	GH	M	ED	00	001	000	N	2	03			
A005	AB	7R	H	6130	POWER SUPPLY	015232610	51	1	00	EA	GH	M	ED	00	001	000	N	9	03			
A006		7R	H	5998	CIRCUIT CARD ASSEMB	016641677	GX	1	00	00	LT	B	ED	00	001	000	N	2	39			ZZ = MIL-P-81997, TYPE I POUCH
A006	AA	7R	H	5998	CIRCUIT CARD ASSEMB	016641677	GX	1	00	00	LT	B	ED	00	001	000	N	2	39			ZZ = MIL-P-81997, TYPE I POUCH
A006	AB	7R	H	5998	CIRCUIT CARD ASSEMB	016556336	GX	1	00	K3	LT	A	NY	00	001	000	N	2	39			ZZ = MIL-P-81997, TYPE I POUCH
A006	AC	7R	H	5998	CIRCUIT CARD ASSEMB	016556336	GX	1	00	K3	LT	A	NY	00	001	000	N	2	39			ZZ = MIL-P-81997, TYPE I POUCH
A006	AD	7R	H	5998	CIRCUIT CARD ASSEMB	014689451	GX	1	00	K3	LT	A	NY	00	001	000	N	2	39		8145002609559	



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A007		7R	H	5998	CIRCUIT CARD ASSEMB	016753201	GX	1	00	ZZ	LT	B	ED	00	001	000	N	2	39				ZZ = MIL-P-81997, TYPE I POUCH
A007	AA	7R	H	5998	CIRCUIT CARD ASSEMB	016753201	GX	1	00	ZZ	LT	B	ED	00	001	000	N	2	39				ZZ = MIL-P-81997, TYPE I POUCH
A007	AB	7R	H	5998	CIRCUIT CARD ASSY,A	015540764	GX	1	00	ZZ	BG	B	ED	00	001	000	N	2	39				ZZ = MIL-P-81997, TYPE I POUCH
A007	AC	7R	H	5998	CIRCUIT CARD ASSEMB	014696297	GX	1	00	K3	LT	A	NY	00	001	000	N	2	39		8145002609559		
A007	AD	7R	H	5998	CIRCUIT CARD ASSEMB	016753200	GX	1	00	00	LT	B	ED	00	001	000	N	2	39				ZZ = MIL-P-81997, TYPE I POUCH
A007	AE	7R	H	5998	CIRCUIT CARD ASSEMB	014689448	GX	1	00	ZZ	LT	A	NY	00	001	000	N	2	39		8145002609559		
A007	AF	7R	H	5998	CIRCUIT CARD ASSEMB	014689448	GX	1	00	ZZ	LT	A	NY	00	001	000	N	2	39		8145002609559		
A007	AG	7R	H	5998	CIRCUIT CARD ASSEMB	016242310	GX	1	00	ZZ	00	0	NY	00	001	000	N	2	39		8145002609556		ZZ = MIL-P-81997, TYPE I POUCH
A007	AH	7R	H	5998	CIRCUIT CARD ASSEMB	016242538	GX	1	00	00	LT	A	NY	00	001	000	N	2	39		8145002609559		
A007	AI	7R	H	5998	CIRCUIT CARD ASSEMB	016242539	GX	1	00	00	LT	A	NY	00	001	000	N	2	39		8145002609559		
A007	AJ	7R	H	5998	CIRCUIT CARD ASSEMB	016242540	GX	1	00	00	LT	A	NY	00	001	000	N	2	39		8145002609559		
A007	AK	7R	H	5998	CIRCUIT CARD ASSEMB	016306810	GX	1	00	ZZ	LT	B	NY	00	001	000	N	2	39		8145002609559		ZZ = MIL-P-81997, TYPE I POUCH
A007	AL	7R	H	5998	CIRCUIT CARD ASSEMB	016306810	GX	1	00	ZZ	LT	B	NY	00	001	000	N	2	39		8145002609559		ZZ = MIL-P-81997, TYPE I POUCH
A008		7R	H	5998	CIRCUIT CARD ASSEMB	014689460	GX	1	00	ZZ	BG	B	ED	00	001	000	N	2	39				ZZ=MIL-P-81997, TYPE I POUCH
A009		7R	H	6130	POWER SUPPLY	016221318	51	1	00	EA	GH	F	ED	00	001	000	N	9	03				
A009	AA	7R	H	6130	POWER SUPPLY	015372981	51	1	00	EA	GH	M	ED	00	001	000	N	9	03				
A009	AB	7R	H	6130	POWER SUPPLY	015372982	GX	1	00	ZZ	LT	A	NY	00	001	000	N	2	39		8145002609562		ZZ = MIL-P-81997, TYPE I POUCH
A009	AC	7R	H	6130	POWER SUPPLY	015232609	51	1	00	EA	GH	M	ED	00	001	000	N	9	03				

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B001		7R	H	5998	CIRCUIT CARD ASSEMB	014322383	GX	1	00	ZZ	LT	A	NY	00	001	000	N	2	39		8145002609548	ZZ=MIL-P-81997,TYPE I POUCH
B002		7R	H	5998	CIRCUIT CARD ASSEMB	014322463	GX	1	00	ZZ	LT	A	NY	00	001	000	N	2	39		8145002609548	ZZ=MIL-P-81997,TYPE I POUCH
B003		7R	H	6615	COMPUTER,FLIGHT CON	014322467	DW	1	00	EA	BG	B	RC	00	001	000	N	9	03		8145012622985	
B004		7R	H	5998	CIRCUIT CARD ASSEMB	014322488	GX	1	00	ZZ	00	0	NY	00	001	000	N	2	39		8145002609548	ZZ=MIL-P-81997,TYPE I POUCH Z36
B005		7R	H	5998	CIRCUIT CARD ASSEMB	014322489	GX	1	00	ZZ	LT	A	NY	00	001	000	N	2	39		8145002609548	ZZ=MIL-P-81997,TYPE I POUCH Z36
B006		7R	H	5998	CIRCUIT CARD ASSEMB	014322490	GX	1	00	K3	BG	B	ED	00	001	000	N	2	39			
B007		7R	H	5998	CIRCUIT CARD ASSEMB	014623470	GX	1	00	ZZ	BG	B	EC	00	001	000	N	2	39			ZZ=MIL-P-81997,TYPE I POUCH Z36
B008		7R	H	5998	CIRCUIT CARD ASSEMB	014623473	GX	1	00	ZZ	LT	A	NY	00	001	000	N	2	39		8145002609548	ZZ=MIL-P-81997,TYPE I POUCH Z36
B009		7R	H	5998	CIRCUIT CARD ASSEMB	014623475	GX	1	00	ZZ	00	0	NY	00	001	000	N	2	39		8145002609548	ZZ=MIL-P-81997,TYPE I POUCH Z36
B010		7R	H	5998	CIRCUIT CARD ASSEMB	014624333	GX	1	00	ZZ	LT	A	NY	00	001	000	N	2	39		8145002609548	ZZ=MIL-P-81997,TYPE I POUCH
B011		7R	H	5998	CIRCUIT CARD ASSEMB	014624668	GX	1	00	ZZ	00	0	NY	00	001	000	N	2	39		8145002609548	ZZ=MIL-P-81997,TYPE I POUCH Z36
B012		7R	H	5998	CIRCUIT CARD ASSEMB	014629083	GX	1	00	ZZ	00	0	NY	00	001	000	N	2	39		8145002609556	ZZ=MIL-P-81997,TYPE I POUCH
B013		7R	H	6120	POWER SUPPLY	014629090	GX	1	00	ZZ	00	0	NY	00	001	000	N	2	39		8145002609562	ZZ=MIL-P-81997,TYPE I POUCH Z36

## PACKAGING DATA

C001		7R	H	5945	CONTROLLER,FLAP,DIG	014580660	GX	1	00	K3	BG	B	ED	RC	001	001	N	2	39		8145012622984	
D001		7R	H	6615	SENSOR,CONTROL WHEE	002221018	51	1	00	EA	BG	H	ED	00	001	000	N	9	03			
D002		7R	H	6615	GYROSCOPE,RATE	014868483	51	1	00	00	NA	B	ZZ	MY	001	000	N	9	03		8145010163451	ZZ = HANDLING CASE 01-016- 3454 ZZZ= 001
D003		7R	H	5975	BASE,CHASSIS	014947586	GX	1	00	K3	BG	B	ED	RC	001	001	N	2	39		8145012622983	
D004		7R	H	6615	CONTROLLER,ENGAGING	015032256	DW	1	00	EA	BG	B	RC	00	001	000	N	9	03		8145012622982	
D005		7R	H	6695	TRANSDUCER,MOTIONAL	015193452	GX	1	00	ZZ	LT	A	NY	00	001	000	N	2	39		8145002609548	ZZ = MIL-P- 81997, TYPE I POUCH
D006		7R	H	6615	COMPUTER,FLIGHT CON	015193454	GX	1	00	K3	BG	B	ED	RC	001	001	N	2	39		8145012622984	
E001		7R	H	5998	CIRCUIT CARD ASSEMB	015191467	GX	1	00	ZZ	BG	A	NY	00	001	000	N	2	39		8145002609556	ZZ = MIL-P- 81997, TYPE I POUCH
E002		7R	H	5998	CIRCUIT CARD ASSEMB	015215180	GX	1	00	ZZ	BG	0	EC	00	001	000	N	2	39			ZZ = MIL-P- 81997, TYPE I POUCH
E003		7R	H	6615	COMPUTER,FLIGHT CON	015486318	GX	1	00	K3	LT	H	ED	RC	001	001	N	2	39		8145012622985	
E004		7R	H	1680	CIRCUIT CARD ASSY,A	016194547	GX	1	00	00	LT	B	EC	00	001	000	N	2	39			
E005		7R	H	5998	NRP,CIRCUIT CARD AS	016201746	GX	1	00	00	LT	B	ED	00	001	000	N	2	39			
F001		7R	H	1270	POWER MODULE,AIRCRA	015238282	51	1	00	EA	LT	B	ED	00	001	000	N	9	03			
F002		7R	H	1615	MODULE,DRIVE,AIRCRA	015238276	GX	1	00	K3	BG	B	ED	RC	001	001	N	2	39		8145012622984	
F003		7R	H	1680	ACTUATOR,MAIN ROTOR	015238229	41	1	00	EA	GH	B	ED	00	001	000	N	9	99			
F004		7R	H	5999	CONTROLLER,IF HEATE	014822951	51	1	00	EA	GH	M	ED	00	001	000	N	9	03			
G001		1R		6615	GYROSCOPE, RATE	011258220	51	1	00	EA	GH	F	ED	00	001	000	N	9	03			
G002		7R		6615	COMPUTER, FLIGHT CO	014322467	DW	1	00	EA	GH	F	ED	00	001	000	N	9	03			
G003		7R		6120	POWER SUPPLY	014629090	GX	1	00	00	LT	B	ED	00	001	000	N	2	39			

## PACKAGING DATA

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G004		7R		6615	GYROSCOPE, RATE	014868483	51	1	00	00	NA	B	ZZ	MY	001	000	N	9	03		8145010163451	ZZ = HANDLING CASE 01-016- 3454 ZZZ= 001
G005		7R		6615	ACCELEROMETER, ELEC	011561375	51	1	00	JA	GH	M	ED	00	001	000	N	9	03			
G006		7R		6695	TRANSDUCER, MOTIONA	015193452	GX	1	00	00	LT	B	ED	00	001	000	N	2	39			
G007		7R		6615	COMPUTER, FLIGHT CO	015193454	GX	1	00	K3	GH	F	ED	00	001	000	N	2	39			
G008		7R		6615	CHASSIS ASSEMBLY, E	014389470	GX	1	00	K3	GH	F	ED	00	001	000	N	2	39			
G009		7R		6615	SENSOR ASSEMBLY, RA	011257942	51	1	00	00	NA	B	ZZ	MY	001	001	N	9	03		8145010163451	ZZ = HANDLING CASE 01-016- 3454
G010		7R		6615	CONTROLLER, ENGAGIN	015032256	DW	1	00	EA	GH	F	ED	00	001	000	N	9	03			