

ORDER FOR SUPPLIES OR SERVICES						Form Approved OMB No. 0704-0187 Expires Aug 31, 1992		PAGE 1 OF <div style="text-align: right;">41</div>													
1. CONTRACT/PURCH ORDER NO. NOO104-21-P-DD13		2. DELIVERY ORDER NO.		3. DATE OF ORDER 2021 SEP 07		4. REQUISITION/PURCH REQUEST NO. 20329-0079 (FMBUCO)		5. CERTIFIED FOR NATIONAL DEFENSE UNDER DPAS 15 CRF 700													
6. ISSUED BY NAVSUP WEAPON SYSTEMS SUPPORT MECH 5450 CARLISLE PIKE MECHANICSBURG, PA 17050-2411 BUYER: N. TRUONG/N712.15 PHONE: (717) 605-3680				CODE NOO104 7. ADMINISTERED BY (If other than 6) DCMA SYRACUSE 615 ERIE BLVD WEST SUITE 300 SYRACUSE, NY 13204-2408 SCD: B		CODE S3306A 8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER (See Schedule if other)															
9. CONTRACTOR NAME AND ADDRESS MOOG INC ATTN: ERIN NIEMAN 400 JAMISON RD ELMA, NY 14059-9596 POC: (716) 652-2000				CODE 94697 FACILITY CODE 68J03		10. DELIVER TO FOB POINT BY (Date) SEE SCHEDULE 12. DISCOUNT TERMS NET 30 DAYS 13. MAIL INVOICES TO SEE BLOCK 15		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED													
14. SHIP TO SEE SCHEDULE				CODE 15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P O BOX 182317 COLUMBUS, OH 43218-2317 EFT: T		CODE HQ0337 MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER															
16. ORDER OF <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">DELIVERY</td> <td style="width: 10%;"></td> <td style="width: 80%;">This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.</td> </tr> <tr> <td>PURCHASE</td> <td style="text-align: center;">X</td> <td> Reference your RA-EBN-20329-0029 ACCEPTANCE, THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. </td> </tr> </table>										DELIVERY		This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.	PURCHASE	X	Reference your RA-EBN-20329-0029 ACCEPTANCE, THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.						
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SEE BLOCK 9 NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1 </div> <div> ERIN NIEMAN REPAIR ADMINISTRATOR 2021 SEP 02 </div> </div>																					
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SECTION G																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">18. ITEM NO.</th> <th style="width: 50%;">19. SCHEDULE OF SUPPLIES/SERVICES</th> <th style="width: 10%;">20. QUANTITY ORDERED/ACCEPTED*</th> <th style="width: 5%;">21. UNIT</th> <th style="width: 10%;">22. UNIT PRICE</th> <th style="width: 15%;">23. AMOUNT</th> </tr> </thead> <tbody> <tr> <td colspan="6" style="text-align: center; height: 150px;">SEE SCHEDULE</td> </tr> </tbody> </table>										18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT	SEE SCHEDULE					
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Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send your completed form to the procurement official identified in Item 6.																					
*If quantity accepted by the Government is same as quantity ordered indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA BY: C. BAKER CONTRACTING/ORDERING OFFICER															
25. TOTAL \$81,000.00 29. DIFFERENCES						30. INITIALS															
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED DATE SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						27. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		28. D.O. VOUCHER NO.													
31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR													
36. I certify this account is correct and proper for payment DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER						34. CHECK NUMBER		35. BILL OF LADING NO.													
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER													
								42. S/R VOUCHER NO.													

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NAME OF OFFEROR OR CONTRACTOR

MOOG INC

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	EVALUATE, REPAIR AND/OR MODIFY NSN 7HH 1005-01-573-4000 GUN CONTROL UNIT SHELF LIFE 0-00 SEE TECHNICAL REQUIREMENTS IN SECTIONS C, D, E, AND ATTACHMENTS HM QUP ICQ PMT CD PM WM CUD CT UC LP IC UCL SP MK PACK UNIT PKWT UNIT PKCU OPI N 001 000 41 1 00 FA JC 0 ED A 00 B 24 EFF 0.0 0.500 M PACKAGING IS IN ACCORDANCE WITH MIL-STD-2073 NOTE: INSPECT AT SOURCE ACCEPT AT SOURCE				
0001AA	SHIP TO DEL BY: 2022 JUL 05 ACRN: AA TP: 3 W25G1U PR N00104-21-U-3802 D0-A3 M/F: "A" CONDITION STOCK NOTE: RTAT=300 days ARO Throughput Constraint=0000/month Induction Expiration Date=000 (NTE 365 days) AWARD NOTES: RTAT, Throughput Constraint, and Induction Expiration Date included in CLIN remarks below are defined as follows: Repair Turnaround Time (RTAT): the contractual delivery requirement is measured from asset Return to the date of asset acceptance under the terms of the contract (days). For purposes of this section, Return is defined as physical receipt of the F-condition asset at the contractor's facility as reflected in the Action Date entry in the Commercial Asset Visibility (CAV) system. In accordance with the CAV Statement of Work, the contractor is required to accurately report all transactions by the end of the fifth regular business day after receipt and the Action Date entered in CAV must be dated to reflect the actual date of physical receipt. Throughput Constraint: Total assets to be repaired monthly after initial delivery commences. A throughput of 0000/month reflects no throughput constraint. Induction Expiration Date: Any asset received after this date in days is not authorized to be repaired without bi-lateral agreement between the Vendor and Contracting Officer. The Contractor must obtain final inspection and acceptance by the Government for all assets within the RTATs established in this contract.	3	EA	\$27,000.00 (EST)	\$81,000.00 (EST)

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MOOG INC

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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AWARD NOTES:

Any units that meet the RTAT requirement within the SubCLIN remarks shall be priced at the unit price established in this contract.

Price Reductions

Any assets for which the contractor does not meet the required RTAT will incur a price reduction of XXXX per unit. This adjustment will be implemented via a Reconciliation Modification at the end of contract performance. Price reductions made pursuant to this section shall not limit other remedies available to the Government for failure to meet required RTATs, including but not limited to the Government's right to terminate for default.

Reconciliation

A reconciliation modification will be issued after final inspection and acceptance of all assets inducted under this contract. The parties have agreed to a price (shown on the schedule page) for each unit at the negotiated RTAT. Such prices are based on the Contractor meeting the RTAT requirements described within the schedule page. If the Contractor does not meet the applicable RTAT requirement, the price adjustment as stated shall be applicable.

NOTE: ALL TRANSPORTATION FOR THIS ORDER IS HANDLED BY THE US NAVY. CONTRACTOR SHALL FOLLOW THE INSTRUCTIONS IN NAVSUPWSSFA24 PRIOR TO SHIPMENT OF MATERIAL.

SEPA Approved

PRICING IS NOT TO EXCEED.

ACCELERATED DELIVERY IS ENCOURAGED AND ACCEPTED.

IF AN ITEM UNDER REPAIR IS DEEMED BEYOND REPAIR, A WRITTEN NOTIFICATION MUST ACCOMPANY THE REPAIR PROPOSAL FROM THE DCMA QAR AND DISPOSITION SHOULD OCCUR IN ACCORDANCE WITH DFARS 252.245-7004. SCRAPPING OF UNITS WILL OCCUR AT CAGE 94697.

IF UNITS ARE NOT RECEIVED WITHIN 30 DAYS, PLEASE CONTACT NGHIA TRUONG AT 717-605-3680 OR NGHIA.TRUONG@NAVY.MIL.

IF YOU DO NOT ANTICIPATE MEETING THE REQUIRED DELIVERY DATE PLEASE NOTIFY CONTRACTING OFFICER WITHIN 30 DAYS OF THAT DATE.

INSPECTION AND ACCEPTANCE IS TO OCCUR AT THE CONTRACTOR'S FACILITY, CAGE 68J03 AND TO BE COMPLETED BY DCMA LOS ANGELES, S0512A.

FINAL ACCEPTANCE IS TO OCCUR AT THE CONTRACTOR'S PACKAGING FACILITY, CAGE 8Y351, 800 N MITCHELL RD, NEWBURY PARK, CA, 91320-2215, AND TO BE COMPLETED BY DCMA LOS ANGELES, DCMA S0512A.

THE \$1,000.00 FEE IS FOR ITEMS THAT ARE MOOG CONFIGURATION OR NSN EQUIVALENT AND THE ACO DIRECTS MOOG TO SCRAP AT OUR FACILITY, CAGE CODE 94697 IN EAST

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NAME OF OFFEROR OR CONTRACTOR

MOOG INC

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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AWARD NOTES:
AURORA, NY.

THIS WILL BE DETERMINED IMMEDIATELY UPON RECEIPT IF THEY ARE NOT OUR NSN/PN
CONFIGURATION IAW WSSTERMLZ17 AND ADVISED BY THE ACO TO RETURN FOR REPLACEMENT
UNIT OR SCRAP DISPOSITION.

POC FAX: (717) 605-3652
POC EMAIL: NGHIA.TRUONG@NAVY.MIL

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**PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

**WSSTERMBA00
CONTACT INFORMATION**

When a DCMA office is shown on a Contract/Purchase Order, the Administrative Contracting Officer (ACO) is the primary point of contact and all inquiries shall initially be directed to that office for necessary action. PLEASE REFER TO THE FRONT PAGE BOX 7.

FOR ALL OTHER inquiries and correspondence directed to the Post Award PCO/Contract Specialist should be addressed as follows:

Code: (<N712,15>) Weapon System LRC: (<BM4>)
Telephone: (<717-605-3680>)
E-Mail: (<nghia.v.truong.civ@us.navy.mil>)

In the event that the listed PCO contact information is no longer valid and a follow-on PCO cannot be identified, contact itimp.wss.fct@navy.mil.

**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/. 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)

**PART I - THE SCHEDULE
SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

CLIN: 0001
NIIN: 015734000
ITEM NAME: GUN CONTROL UNIT

ACTIVITY USE ONLY: TDP VERSION NO.: 007

1. SCOPE

1.1 This contract/purchase order contains the requirements for repair and the contract quality requirements for the GUN CONTROL UNIT .

2. APPLICABLE DOCUMENTS

2.1 Applicable Documents - The document(s) listed below form a part of this contract/purchase order including modifications or exclusions.

2.1.1 "Document References" listed below must be obtained by the Contractor. Ordering information is included as an attachment to this contract/purchase order.

3. REQUIREMENTS

3.1 Cage Code/Reference Number Items - The GUN CONTROL UNIT repaired under this contract/purchase order shall meet the operational and functional requirements as represented by the Cage Code(s) and reference number(s) listed below. All repair work shall be performed in accordance with the contractors repair/overhaul standard practices, manuals and directives including but not limited to drawings, technical orders, manufacturing operations, tooling instructions, approved repair standards and any other contractor or government approved documents developed to provide technical

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repair procedures.
 CAGE Ref. No.
 <94697 CB07765-001>

3.2 Marking - This item shall be physically identified in accordance with <MIL-STD-130, REV N, 16 NOV 2012> .

3.3 Changes in Design, Material Servicing, or Part Number - Except for a Code 1 change, which shall be processed as provided in the code statement shown below, no substitution of items shall be made until the NAVICP-MECH Contracting Officer has notified and approval has been given by issuance of a written change order. When any change in design, material, servicing or part number is made to replace or substitute any item to be furnished on this contract/purchase order, the Contractor shall furnish, for the substituting/replacement item, a drawing and an explanation of the reason for the change, explaining the reason therefor. If finished detail drawings are not available, shop drawings in the form used by the manufacturer will be acceptable for Government evaluation. When notifying the Procurement Contracting Officer of the reasons for making substitutions, the type of change shall be indicated by code number in accordance with one of the following statements:

Code 1: PART NUMBER CHANGE ONLY - If the Manufacturer's Part Number indicated thereon has changed, but the parts are identical in all respects, supply the item and advise NAVICP-MECH immediately of the new part number.

Code 2: Assembly (or set or kit) not furnished - Used following detail parts.

Code 3: Part not furnished separately - Use assembly.

Code 4: Part redesigned - Old and new parts are completely interchangeable.

Code 5: Part redesigned - New part replaces old. Old part cannot replace new.

Code 6: Part redesigned - Parts not interchangeable.

3.4 Mercury Free - The material supplied under this contract/purchase order is intended for use on submarines/surface ships and therefore shall contain no metallic mercury and shall be free from mercury contamination. Mercury contamination of the material will be cause for rejection.

If the inclusion of metallic mercury is required as a functional part of the material furnished under this contract, the Contractor shall obtain written approval from the Procurement Contracting Officer before proceeding with manufacture. The contractor's request shall explain in detail the requirements for mercury, identify specifically the parts to contain mercury, and explain the method of protection against mercury escape. Such a request will be forwarded directly to the Procurement Contracting Officer with a copy to the applicable Government Inspector. Upon approval by the Contracting Officer, the vendor will provide a "Warning Plate" stating that metallic mercury is a functional part of the item and will include name and location of that part.

The use of mercury, mercury compounds, or mercury-bearing instruments and/or equipment in a manner which might cause contamination in the manufacture, assembly, or test of material on this contract is prohibited. The most probable causes of contamination are direct-connected manometers, mercury vacuum pumps, mercury seals, or the handling of mercury in the immediate vicinity. Mercury switches, mercury in glass thermometers, standard cells and other items containing mercury may be used if they are located so as not to constitute a contamination hazard.

If external contamination by metallic mercury occurs or is suspected, the following test may be used to determine whether contamination by metallic mercury exists or whether corrective cleaning measures have been effective. Enclose the equipment in a polyethylene bag or close-fitting airtight container for eight hours at room temperature (70 degrees F minimum). Sample the trapped air and if mercury vapor concentration is 0.01 mg/cu meter or more, the material is mercury contaminated insofar as the requirements of this contract are concerned.

These requirements shall be included in any subcontract or purchase order hereunder and the Contractor shall insure SubContractor compliance with these requirements.

Technical questions pertaining to these requirements shall be referred to the Procurement Contracting Officer via the cognizant Administrative Contracting Officer. For background, the following information is provided:

Mercury is corrosive to gold, silver, nickel, stainless steels, aluminum and copper alloys. Stainless steels, nickel, and copper alloys are widely used in reactor plants and other submarine/surface ship systems. Accidental trapping of mercury in a component could cause serious damage to vital parts. Mercury is also toxic if inhaled, ingested, or absorbed through the skin. It is evident that grave consequences could result from small amounts of mercury vapor present in an unreplenished submarine/surface ship atmosphere.

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PART I - THE SCHEDULE
SECTION D
PACKAGING AND MARKING

CLIN: 0001
NIIN: 015734000
ITEM NAME: GUN CONTROL UNIT

ACTIVITY USE ONLY: TDP VERSION NO.: 007

5. PACKAGING

5.1 Preservation, Packaging, Packing and Marking - Preservation, Packaging, Packing and Marking shall be in accordance with the Contract/Purchase Order Schedule and as specified below.

MIL-STD 2073 PACKAGING APPLIES AS FOUND ELSEWHERE IN THE SCHEDULE**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

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

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

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

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

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252.211-7003 (CONT)
ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

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

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

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

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

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

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

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

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

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

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

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

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

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used.

The current list of accepted unique item identifier types is maintained at
http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

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

(c) Unique item identifier.

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

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

Contract Line, Subline, or

Exhibit Line Item Number

Item Description

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252.211-7003 (CONT)

ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

< >	< >
< >	< >
< >	< >
< >	< >

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

Contract Line, Subline, Or Exhibit Line Item Number	Item Description
< >	< >
< >	< >
< >	< >
< >	< >

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

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed 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 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.

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252.211-7003 (CONT)
ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(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 Work Flow (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 < >, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

252.211-7006
PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019)

(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.

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252.211-7006 (CONT)
PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019)

"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., woodenboxes 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

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252.211-7006 (CONT)
PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019)

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	City	State	DoDAAC
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(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.gs1.org/epc-rfid>.

(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.eb.mil/>.

WSSTERMDZO3
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-1a) 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/>.

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WSSTERMDZ03 (CONT)
PRESERVATION, PACKAGING, PACKING AND MARKING

- 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
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	APPLICATION	FORM NUMBER
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WSSTERMDZ03 (CONT)

PRESERVATION, PACKAGING, PACKING AND MARKING

		PER UNIT PACKAGE		
0108LF5055300	DLR Label 2in.x3in.	100	Unit Container	NAVSUP 1397-1
0108LF5055000	DLR Label 3in.x5in.	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 02-N2	Green	Unit, intermediate and shipping
CP/VG*	SPECIAL CLEAN 02-N2	GREEN	Unit, intermediate and shipping
D0/D6/D8*	DSS-SOC SPECIAL CLEAN 02-N2	Green	Unit, intermediate and shipping
VU	FBW SFCC VU	BLUE	Unit, intermediate and shipping (size permitting)
SW	FBW SFCC SW	BLUE	Unit, intermediate and shipping (size permitting)
Q3/Q5	Q3 or Q5	RED	Unit, intermediate and shipping

*denotes Oxygen Clean requirements in accordance with MIL-STD-1330 "Precision Cleaning and Testing of Shipboard Oxygen, Helium, Helium-Oxygen, Nitrogen, and Hydrogen Systems."

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. MH1/9-07S W4848 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

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WSSTERMDZ03 (CONT)

PRESERVATION, PACKAGING, PACKING AND MARKING

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 "OR") 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_claus_es_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	
8145 002609556	P069-1	GX10000LTBED
8145 002609559	P069-3	(QUP = 001)
8145 002609562	P069-4	ICQ = 000)
8145 010124088	P069-6	
8145 010140440	P069-5	
8145 011644073	P069-7	
8145 012622982	15450-1	If MOP/PMT = GX GX100K3GHFED
8145 012622983	15450-2	(QUP = 001) (ICQ = 000)
8145 012622984	15450-3	For all other MOPs/PMTs 51100EAGHFED
8145 012622985	15450-4	(QUP = 001)(ICQ = 000)
8145 012622986	15450-5	
8145 012622987	15450-6	
8145 012622988	15450-7	

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WSSTERMDZ03 (CONT)**PRESERVATION, PACKAGING, PACKING AND MARKING**

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)

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**PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE**

CLIN: 0001
NIIN: 015734000
ITEM NAME: GUN CONTROL UNIT

ACTIVITY USE ONLY: TDP VERSION NO.: 007

4. QUALITY ASSURANCE

4.1 Responsibility for Inspection - Unless otherwise specified in the contract/purchase order, the Contractor is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified in the contract/purchase order, the Contractor may use his own or any other facilities suitable for the performance of the inspection requirements specified herein, unless disapproved by the Government. The Government reserves the right to perform any of the inspections set forth in the specification where such inspections are deemed necessary to assure supplies and services conform to prescribed requirements.

4.2 Responsibility for Compliance - All items must meet all requirements of this contract/purchase order. The inspection set forth in this specification shall become a part of the Contractor's overall inspection system or quality program. The absence of any inspection requirements shall not relieve the Contractor of the responsibility of assuring that all products or supplies submitted to the Government for acceptance comply with all requirements of the contract/purchase order. Sampling in quality conformance does not authorize submission of known defective material, either indicated or actual, nor does it commit the Government to acceptance of defective material.

4.3 Records - Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of contract/purchase order and for a period of 365 calendar days after final delivery of supplies.

4.4 Inspection/Testing Repaired Items - The Contractor shall perform all inspection and testing requirements as specified in the original manufacturer's specifications and drawings.

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

**52.246-2
INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)**

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

(< >) Alternate I (JUL 1985) applies when a fixed-price incentive contract is contemplated.

(< >) Alternate II (JUL 1985) applies when a fixed-ceiling-price contract with retroactive price redetermination is contemplated.

**WSSTERMEZ05
INSPECTION AND ACCEPTANCE OF SUPPLIES**

< > 1. Inspection of Supplies shall be performed at the contractor location shown on Page One by the Contract Administration Office (CAO) also shown on Page One, unless otherwise specified below:

- <x> Manufacturing Site at <68J03> by the Manufacturing Site CAO <S0512A> .
- < > Subcontractor's Sites at < > by the Subcontractor Site CAO < > .
- < > Packaging Site at < > by the Packaging Site CAO < > .
- < > DCMA Naval Special Emphasis Operations < > .

< > 2. Final Acceptance of Supplies and Packaging shall be performed at the contractor's location on Page One by the Contract Administration Office (CAO) also shown on Page One, unless otherwise specified below:

- < > Manufacturing Site at < > by the Manufacturing Site CAO < > .
- < > Subcontractor's Site at < > by the Subcontractor Site CAO < > .
- <x> Packaging Site at <8Y351> by the Packaging Site CAO <S0512A> .
- < > DCMA Naval Special Emphasis Operations < > .
- < > Destination.

< > 3. Inspection and Acceptance of Supplies will be performed by the consignee at Destination. (4-15)

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**PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE**

52.242-17
GOVERNMENT DELAY OF WORK (APR 1984)

52.247-32
F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)

NAVSUPWSSFA24
COMMERCIAL ASSET VISIBILITY (CAV) REPORTING

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/. 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)

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)

WSSTERMFZ02
TRANSPORTATION ASSISTANCE

To obtain transportation assistance for an upcoming shipment, contractors are to follow the appropriate directions listed below, based on the terms and conditions of the specific contract.

1. For all contracts administered by a Defense Contract Management Agency (DCMA) office (as shown on Page 1 of the contract, or in a subsequent modification), contractors are to contact the Transportation Office at that DCMA.

IF the DCMA Transportation Office is unable to provide assistance, contractors may contact NAVSUP WSS Code N9833.03 at (215) 697-2715.

2. For FOB Destination contracts, consignment address information is available electronically at the DoD Activity Address Codes (DODAAC) website <https://www.daas.dla.mil/daasing/dodaac.asp?cu=d>.

For this type of contract, additional information can be found in the clause NAVSUPWSSLA19 entitled "CONSIGNMENT INSTRUCTIONS." (04-15)

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PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

ACRN	GN/GRNT	BGN/END	SYMBL	SBHD	OBJ	BCN	SA	AAA	TT	PAA	COST-CODE	AMOUNT	TAC
AA	97	00	XX	XX	4930	NC1A	000	81004	0	050120	7T 000000 8RMF00000000	\$81,000.00	NNWE

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.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

(f) WAWF payment instructions. The Contractor 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.

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

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252.232-7006 (CONT)
WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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	(< HQ0337 >)
Issue By DoDAAC	(< N00104 >)
Admin DoDAAC	(< S3306A >)
Inspect By DoDAAC	(< S3306A >)
Ship To Code	(< See Schedule >)
Ship From Code	(< See Schedule >)
Mark For Code	(< >)
Service Approver (DoDAAC)	(< >)
Service Acceptor (DoDAAC)	(< S3306A >)
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 activitys WAWF point of contact.

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252.232-7006 (CONT)
WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

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

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

WSSTERMGZ02
NOTE FOR CONTRACTOR/ADMINISTRATIVE CONTRACTING OFFICER

Telephone inquiries should be made only in cases of extreme urgency and must be confirmed in writing within 48 hours. If the inquiry involves technical questions (drawing, specification, etc.) inquiry should be submitted in accordance with the procurement specification.

(< >) NOTE FOR CONTRACTORS FURNISHING LEVEL I/SUBSAFE MATERIAL:
 Material certifications must be addressed to the Post Award Procurement Contracting Officer. Mailing envelope must be plainly marked "DELIVER UNOPENED TO CODE < > , POST AWARD PCO.

(< >) NOTE FOR NAVY REQUISITIONING AND NAVY MONITORING ACTIVITIES:
 Forward status and expediting inquiries to NAVSUP WSS as follows:
 CASREPT/OTHER - DSN 430-2460 or 2461
 FBM - DSN 430-4490

(01-18)

WSSTERMGZ05
NOTE TO POST CONTRACTUAL MATTERS - REPAIR

For matters not delegated to the Administrative Contracting Officer (ACO), the Procuring Contracting Officer (PCO) Representative is listed on page 1, block 6.

This order covers induction for a one year period from the date of this order, unless otherwise directed by the PCO.

Within 30 days after the last day cited for induction, the contractor will provide notification to both the cognizant PCO Representative of how many units were inducted against each item.

Within 60 days of the last day cited for induction, the ACO shall issue a modification to the order reducing all excess quantities and funds, unless otherwise directed by the PCO.

For a complete list of all possible input and output Part Numbers and National Stock Numbers for items repaired under this order, see the continuation sheet for repair Purchase Orders or Attachment A for Long Term Contracts or Basic Ordering Agreements. (08-21)

PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS

WSSTERMHZ02
QUALITY ASSURANCE REPRESENTATIVE (QAR)

The contractor shall provide to the Quality Assurance Representative (QAR) the Material Movement Document which will be obtained by the QAR before signing for acceptance in WAWF DD250 Receiving Report. The QAR will validate the contract number, delivery order number, CLIN, shipping location, National Stock Numbers, Serial number and quantities, as applicable. The contractor shall provide the Material Movement Document to the QAR as an attachment to the WAWF documentation. The Material Movement Document is also required for assets determined BR or BER. (3/21)

SUPTXT203.1106-1
NAVY USE OF ABILITYONE SUPPORT CONTRACTOR - RELEASE OF OFFEROR INFORMATION (3-1
8)

NAVSUP < > (activity) may utilize contractor support through the AbilityOne Program, as needed, to perform contract closeout functions for this acquisition. Information, including business sensitive/confidential or proprietary data, that the offeror provides to the Government or information already in the possession of the Government may be viewed and utilized by the AbilityOne Program support contractor personnel during the course of its contract performance. The information that may be made available to the support contractor may include, for example, pricing and technical

NOO104-21-P-DD13

SUPTXT203.1106-1 (CONT)

NAVY USE OF ABILITYONE SUPPORT CONTRACTOR - RELEASE OF OFFEROR INFORMATION (3-18)

proposals, historical contract, pricing and performance information, Commercial Asset Visibility (CAV) reporting information and similar data/information.

By submission of a proposal in response to this solicitation, the offeror and its subcontractors consent to a release of their business sensitive/confidential or proprietary data to the Government's AbilityOne Program support contractor personnel.

AbilityOne will have a Non-Disclosure/Non-Use Agreement in place with the Government in order to comply with DFARS 252-227-7025. The offeror retains the right to engage AbilityOne in a non-disclosure agreement pursuant to DFARS 252.227-7025(b)(5)(iv).

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

52.215-8

ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

252.225-7002

QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2017)

52.222-26

EQUAL OPPORTUNITY (SEP 2016)

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

If checked, the alternate below applies:

(< >) Alternate I (Feb 1999). As prescribed in 22.810(e), add the following as a preamble to the clause

Notice: The following terms of this clause are waived for this contract < > (Contracting Officer shall list terms).

252.225-7016

RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)

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

- (1) "Bearing components" means the bearing element, retainer, inner race, or outer race.
- (2) "Component," other than a bearing component, means any item supplied to the Government as part of an end product or of another component.
- (3) "End product" means supplies delivered under a line item of this contract.

(b) Except as provided in paragraph (c) of this clause --

- (1) Each ball and roller bearing delivered under this contract shall be manufactured in the United States, its outlying areas, or Canada; and
- (2) For each ball or roller bearing, the cost of the bearing components manufactured in the United States, its outlying areas, or Canada shall exceed 50 percent of the total cost of the bearing components of that ball or roller bearing.

(c) The restriction in paragraph (b) of this clause does not apply to ball or roller bearings that are acquired as

- (1) Commercial components of a noncommercial end product; or
- (2) Commercial or noncommercial components of a commercial component of a noncommercial end product.

(d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7009-4 of the Defense Federal Acquisition Regulation Supplement.

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252.225-7016 (CONT)
RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)

(e) If this contract includes DFARS Clause 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, all bearings that contain specialty metals, as defined in that clause, must meet the requirements of that clause.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts, except those for --

- (1) Commercial items; or
- (2) Items that do not contain ball or roller bearings.

252.225-7021
TRADE AGREEMENTS-BASIC (DEVIATION 2020-00019) (JUL 2020)

52.245-1
GOVERNMENT PROPERTY (JAN 2017)

Clause 52.245-1 is incorporated by reference (IBR).

52.213-4
TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(FEB 2021)

52.213-4 is Incorporated by Reference (IBR).

252.232-7003
ELECTRONIC SUBMISSION OF PAYMENT REQUESTS & RECEIVING REPORTS (DEC 2018)

252.225-7001
BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM -BASIC (DEC 2017)

252.232-7010
LEVIES ON CONTRACT PAYMENTS (DEC 2006)

252.244-7000
SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2021)

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

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

(c)(1) In accordance with 10 U.S.C. 2380b, the Contractor shall treat as commercial items any items valued at less than \$10,000 per item that were purchased by the Contractor for use in the performance of multiple contracts with the Department of Defense and other parties and are not identifiable to any particular contract when purchased.

(2) The Contractor shall ensure that any items to be used in performance of this contract, that are treated as commercial items pursuant to paragraph (c)(1) of this clause, meet all terms and conditions of this contract that are applicable to commercial items in accordance with the clause at Federal Acquisition Regulation 52.244-6 and paragraph (a) of this clause.

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

52.219-28
POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2020)

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

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52.219-28 (CONT)
POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2020)

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

"Small business concern"

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

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts—

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

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

(c) If the Contractor rerepresented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

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

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

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

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

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52.219-28 (CONT)
POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2020)

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

- (1) The Contractor represents that it () is, () is not a small business concern under NAICS Code _____ assigned to contract number _____.
- (2) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that it () is, () is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that it () is, () is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. (Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.) The Contractor represents that-
 - (i) It () is, () is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. (Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.) The Contractor represents that-
 - (i) It () is, () is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. (The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that it () is, () is not a veteran-owned small business concern.
- (7) (Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.) The Contractor represents that it () is, () is not a service-disabled veteran-owned small business concern.
- (8) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that-
 - (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and
 - (ii) It () is, () is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. (The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.) Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(Contract to sign and date and insert authorized signer's name and title).

252.203-7000
REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

- (a) Definition. "Covered DoD official," as used in this clause, means an individual that-
- (1) Leaves or left DoD service on or after January 28, 2008; and
 - (2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served-
 - (A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;
 - (B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or
 - (C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under

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**252.203-7000 (CONT)
REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)**

section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

**252.225-7048
EXPORT CONTROLLED ITEMS (JUNE 2013)****252.245-7001
TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)**

(a) Definitions. As used in this clause--
"Government-furnished property" is defined in the clause at FAR 52.245-1, Government Property.
"Serially-managed item" means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

(b) The Contractor shall tag, label, or mark Government-furnished property items identified in the contract as subject to serialized item management (serially-managed items).

(c) The Contractor is not required to tag, label, or mark Government-furnished property previously tagged, labeled, or marked.

**252.245-7002
REPORTING LOSS OF GOVERNMENT PROPERTY (JAN 2021)**

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

"Government property" is defined in the clause at FAR 52.245-1, Government Property.

"Loss of Government property" means unintended, unforeseen, or accidental loss, damage, or destruction of Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to--

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

"Unit acquisition cost" means--

- (1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and
- (2) For Contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied, generally acceptable accounting principles.

(b) Reporting loss of Government property.

- (1) The Contractor shall use the Property Loss Function in the Government Furnished Property (GFP) Module of the

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252.245-7002 (CONT)
REPORTING LOSS OF GOVERNMENT PROPERTY (JAN 2021)

Procurement Integrated Enterprise Environment (PIEE) for reporting loss of Government property. Reporting value shall be at unit acquisition cost. Current PIEE users can access the GFP Module by logging into their account. New users may register for access and obtain training on the PIEE home page <https://wawf.eb.mil/piee-landing>.

(2) Unless otherwise provided for in this contract, the requirements of paragraph (b)(1) of this clause do not apply to normal and reasonable inventory adjustments, i.e., losses of low-risk consumable material such as common hardware, as agreed to by the Contractor and the Government Property Administrator. Such losses are typically a product of normal process variation. The Contractor shall ensure that its property management system provides adequate management control measures, e.g., statistical process controls, as a means of managing such variation.

(3) The Contractor shall report losses of Government property outside normal process variation, e.g., losses due to--

- (i) Theft;
- (ii) Inadequate storage;
- (iii) Lack of physical security; or
- (iv) "Acts of God."

(4) This reporting requirement does not change any liability provisions or other reporting requirements that may exist under this contract.

252.245-7004
REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)

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

(1) "Demilitarization" means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) "Export-controlled items" means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes--

- (i) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and
- (ii) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(3) "Ineligible transferees" means individuals, entities, or countries--

- (i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;
- (ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;
- (iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts;

or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) "Scrap" means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not "scrap."

(5) "Serviceable or usable property" means property with potential for reutilization or sale "as is" or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dcm.mil/WBT/PCARSS/>.

(1) The SF 1428 shall contain the following:

- (i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.
- (ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.
- (iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) Appropriate Federal Condition Codes. See Appendix 2 of DLM 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP) manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at <http://www.dla.mil/HQ/InformationOperations/DLMS/elibrary/manuals/MILSTRAP/>.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

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252.245-7004 (CONT)
REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)

(c) Proceeds from sales of surplus property. Unless otherwise provided in the proceeds of any sale, purchase, or retention shall be—

- (1) Forwarded to the Contracting Officer;
- (2) Credited to the Government as part of the settlement agreement;
- (3) Credited to the price or cost of the contract; or
- (4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) Disposal of scrap.

- (1) Contractor with scrap procedures.

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory.

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

- (2) Any sales contracts or other documents transferring title shall include the following statement:

"The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.

(j) Restrictions on purchase or retention of Contractor inventory.

(1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person—

- (i) Is a civilian employee of the DoD or the U.S. Coast Guard;
- (ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or
- (iii) Has any functional or supervisory responsibilities for or within the DoD's property

disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

- (2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

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**252.245-7004 (CONT)
REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)**

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) _____ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) _____

require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser--

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

**52.245-9
USE AND CHARGES (APR 2012)****252.204-7012
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
(DEC 2019)**

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

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

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

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252.204-7012 (CONT)
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
(DEC 2019)

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

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

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

"Covered defense information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is-

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

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

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

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

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

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

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

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

"Rapidly report" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data,

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252.204-7012 (CONT)
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
(DEC 2019)

engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

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

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

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**252.204-7012 (CONT)
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
(DEC 2019)**

(c) Cyber incident reporting requirement.

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

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

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

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

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

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

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

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

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

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

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

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

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

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252.204-7012 (CONT)
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
(DEC 2019)

- incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
 - (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
 - (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
- (j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.
- (k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
- (l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
- (m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

52.204-25
PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT (AUG 2020)

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

"Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

"Covered foreign country" means The Peoples Republic of China.

"Covered telecommunications equipment or services" means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any

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52.204-25 (CONT)
PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
 (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled.

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

"Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to

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52.204-25 (CONT)
PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

252.204-7015
NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)

)

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

"Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

"Litigation support" means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

"Litigation support contractor" means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

"Sensitive information" means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

"Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) Notice of authorized disclosures. Notwithstanding any other provision of this solicitation or contract, the

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252.204-7015 (CONT)
NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)
)

Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received--

- (1) Within or in connection with a quotation or offer; or
- (2) In the performance of or in connection with a contract.

(c) Flowdown. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

252.225-7036
BUY AMERICAN --FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM - BASIC
(DEVIATION 2020-00019) (JUL 2020)

252.225-7036 (DEVIATION 2020-00019) (JUL 2020) is Incorporated by Reference (IBR)

If an alternate is checked it applies.
< > ALTERNATE II (DEVIATION 2020-00019) (JUL 2020)
< > ALTERNATE IV (DEVIATION 2020-00019) (JUL 2020)
< > ALTERNATE V (DEVIATION 2020-00019) (JUL 2020)

52.222-20
CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT (JUN 2020)

252.245-7003
CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)

52.211-5
MATERIAL REQUIREMENTS (AUG 2000)

252.203-7002
REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

252.204-7003
CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

252.217-7028
OVER AND ABOVE WORK (DEC 1991)

52.213-3
NOTICE TO SUPPLIER (APR 1984)

52.223-18
ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)

252.225-7025
RESTRICTION ON ACQUISITION OF FORGINGS (DEC 2009)

52.211-15
DEFENSE PRIORITY AND ALLOCATIONS REQUIREMENTS (APR 2008)

52.204-13
SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

252.225-7013
DUTY-FREE ENTRY (DEVIATION 2020-00019) (JUL 2020)

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252.246-7007
CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM
(AUG 2016)

252.246-7008
SOURCES OF ELECTRONIC PARTS (MAY 2018)

52.252-2
CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following links:

FAR: www.acquisition.gov
DFARS: www.acq.osd.mil/dpap/dars/dfarspgi/current/

The text of all NAVSUP WSS text can be viewed in the solicitation, contract, or can be accessed electronically at:

https://www.navsup.navy.mil/public/navsup/wss/pi_cd/
Under NAVSUP WSS Local Terms.

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

http://www.acq.osd.mil/dpap/dars/class_deviations.html

252.223-7008
PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)

52.243-1
CHANGES--FIXED PRICE (AUG 1987)

52.209-10
PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATION (NOV 2015)

252.204-7018
PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT
OR SERVICES (JAN 2021)

52.249-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)(APR 1984)

252.204-7020
NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

252.246-7003
NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)

52.222-19
CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2020-00019) (JUL 2020)

52.204-9
PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

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52.222-21
PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

252.211-7007
REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

52.204-18
COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

52.204-19
INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS

CLIN: 0001
NIIN: 015734000
ITEM NAME: GUN CONTROL UNIT

ACTIVITY USE ONLY: TDP VERSION NO.: 007

DOCUMENT NAME	EXHBT/ATTCHMNT
NOTES	ATTACHMENT 1

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

252.223-7001
HAZARD WARNING LABELS (DEC 1991)

- (a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:
- (1) Federal Insecticide, Fungicide and Rodenticide Act;
 - (2) Federal Food, Drug and Cosmetics Act;
 - (3) Consumer Product Safety Act;
 - (4) Federal Hazardous Substances Act; or
 - (5) Federal Alcohol Administration Act.
- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT
_____	_____
_____	_____
_____	_____

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252.223-7001 (CONT)
HAZARD WARNING LABELS (DEC 1991)

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

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

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

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 NAVSUP Weapon System Support (WSS) Fleet Locator at: Commercial 757-443-5434 or DSN 646-5434 (05-10)

WSSTERMLZ17
EVALUATION AND REPAIR SERVICES (PURCHASE ORDERS)

Evaluation to include inspection, disassembly and tests required to determine the extent of labor and material needed to restore the Government Furnished Property (GFP) described below to an operable condition. For the purposes of this acquisition, an operable condition is defined as capable of functioning and performing as a new unit without necessarily having the appearance of newness.

Repair Services to include labor and material required to repair and package the GFP cited herein. Property repaired hereunder shall be in accordance with drawing revision unless otherwise specified. If upon receipt of the order/contract such specifications are considered inappropriate, the contractor shall immediately recommend to the cognizant Contracting Officer that the repair work to be done in accordance with specifically identified specifications (including drawings) to which such articles were manufactured, and shall not commence the particular work concerned pending directions to be incorporated by modification. Additionally, whenever any specification of the order provides for the use of a specific article or its equivalent, the contractor may use any equivalent. Also, in those instances where specifications permit and if it is economically feasible to do so, component parts of the item(s) being repaired shall also be authorized to be repaired.

In addition to NSN and P/N markings, repaired units shall be marked with the purchase order number and date of repair in such a manner as to conform with the requirements of Military Standard Identification Marking of U.S. Military Property, MIL-STD-130 current edition (to the maximum extent possible).

The contractor shall determine, in conjunction with the ACO, if the GFP cannot be repaired. Disposition instructions for such property shall be requested from the Post-Award PCO identified in Section G of this award.

NOTE TO CONTRACTOR: UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR PROCEED WITH THE PERFORMANCE UNDER THIS ORDER/CONTRACT IF THE GOVERNMENT FURNISHED PROPERTY (GFP) RECEIVED (NSN & P/N) DOES NOT EXACTLY MATCH THAT CITED IN THIS ORDER. ALSO, IF THE GFP HAS NOT BEEN RECEIVED WITHIN FORTY-FIVE (45) DAYS FROM THE EFFECTIVE DATE OF THIS

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WSSTERMLZ17 (CONT)
EVALUATION AND REPAIR SERVICES (PURCHASE ORDERS)

ORDER/CONTRACT, CONTACT THE POST-AWARD PCO IDENTIFIED IN SECTION G OF THIS AWARD.

Repair Price Available

If Block 21 on the DD1155 does not indicate "Ceiling Price" and the Unit Price(s) in Section B of the award (see continuation sheet) does not indicate (EST), the REPAIR PRICE(s) was AVAILABLE to the Government and the funds obligated by this order are the result of negotiation conducted by the PCO and contractor. The amount shown represents the FIRM PRICE to complete repair of the GFP listed in the order.

Repair Price Not Available

If Block 21 on the DD1155 indicates "Ceiling Price" and the Unit Price(s) in Section B of the award (on the continuation sheet) indicates (EST), the REPAIR PRICE was NOT AVAILABLE to the Government and the funds obligated by this order are provided to initiate evaluation and/or repair work which must be finalized and modification issued to the contractor before payment can be made. The contractor shall submit to the PCO a detailed pricing proposal, to include delivery (turn-around time) for repair of the unit(s) cited in the order. The repair proposal is due no later than 60 days from date of order or when costs incurred against the order are 50% of the contract price, whichever occurs first. (02-06)

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CONSIGNMENT INSTRUCTIONS

NOTE: The activity codes listed below are used to identify the Activities which are to receive material. The activity code and the quantities to be shipped to each activity under this contract appear in the Schedule. DO NOT SHIP TO A WATER PORT OR AIR TERMINAL WITHOUT COMPLYING WITH THE CLEARANCE/MILSTAMP REQUIREMENTS OF CLAUSE FAR 52.247-52.

W25G1U Receiving Officer,
W1A8 DLA DISTRIBUTION, DDSP NEW CUMBERLAND FACILITY, 2001 NORMANDY DRIVE DOOR 113 TO 134
NEW CUMBERLAND, PA 17070-5002

CLIN: 0001
 NIIN: 015734000
 ITEM NAME: GUN CONTROL UNIT

ACTIVITY USE ONLY: TDP VERSION NO.: 007

6. NOTES

6.1 Ordering Information for Document References - The Department of Defense Single Stock Point (DODSSP), Website <http://www.dsp.dla.mil/>, provides product information for the Department Of Defense Index Of Specifications and Standards (DODISS) (i.e. Military/Federal Specifications and Standards), Data Item Descriptions (DIDs), and other DODSSP Products. Most Specifications can be obtained directly from <http://quicksearch.dla.mil/>

A. Availability of Cancelled Documents - The DODSSP offers cancelled documents that are required by private industry in fulfillment of contractual obligations in paper format. Documents can be requested by phoning the Subscription Services Desk.

B. Commercial Specifications, Standards, and Descriptions - These specifications, standards and descriptions are not available from Government sources. They may be obtained from the publishers of the applicable societies.

C. Ordnance Standards (OS), Weapons Specifications (WS), and NAVORD OSTD 600 Pages - These type publications may be obtained by submitting a request to:

Commander, Indian Head Division, Naval Surface Warfare Center
 Code 8410P, 101 Strauss Avenue
 Indian Head, MD 20640-5035

D. On post-award actions, requests for "Official Use Only" and "NOFORN" (Not Releasable To Foreign Nationals) documents must identify the Government Contract Number, and must be submitted via the cognizant Defense Contract Management Command (DCMC) for certification of need for the document. On pre-award actions such requests must be submitted to the PCO for certification of need for the document.

E. NOFORN Military Specifications and Standards (including Amendments, Change Notices and Supplements, but NOT interim Changes) to be ordered from:

Contracting Officer
 NAVSUP-WSS
 Code 87321
 5450 Carlisle Pike
 P.O. Box 2020
 Mechanicsburg, Pa. 17055-0788

F. Nuclear Reactor Publications Assigned NAVSEA Documents and Identification Numbers (i.e. NAVSEA Welding Standard, NAVSEA 250-1500-1) are to be ordered enue:

Commanding Officer
 NAVSUP-WSS
 Code 009
 5450 Carlisle Pike
 P.O. Box 2020
 Mechanicsburg, Pa. 17055-0788

G. Technical Manuals Assigned NAVSEA Identification Numbers (i.e. NAVSEA Welding And Brazing Procedure, NAVSEA S9074-AQ-GIB-010/248) are to be ordered from:

Commanding Officer
 NAVSUP-WSS
 Code 1 Support Branch
 700 Robbins Avenue
 Philadelphia, Pa. 19111-5094

H. Interim Changes and Classified Specifications must be obtained by submitting a request on DD Form 1425 to NAVSUP-WSS.

6.2 In accordance with OPNAVINST 5510.1 all documents and drawings provided by the U.S. Navy to perspective Contractors must include a "Distribution Statement" to inform the contractor of the limits of distribution, and the safeguarding of the information contained on those documents and drawings.

There are 7 (seven) separate distribution statement codes used for non-classified documents and drawings. The definition for each is as follows:

A... approved for public release; distribution is unlimited.

B... distribution authorized to US Governments agencies only.

C... distribution authorized to US Government agencies and their contractors.

D... distribution authorized to DoD and DoD contractors only.

E... distribution authorized to DoD Components only.

F... further distribution only as directed by Commander, Naval Sea
Systems Command, code 09T.

X... distribution is authorized to US Government agencies and private individuals or enterprises eligible to
obtain export controlled technical
data in accordance with OPNAVINST 5510.161.

6.3 Notice To Distributors/Offerors - Consideration for award of contract shall be given only to authorized
distributors of the original manufacturer's item represented in this solicitation. If you desire to be considered as
a potential source for award of this contract, proof of being an authorized distributor shall be provided on company
letterhead signed by a responsible company official and sent with your offer to the Procurement Contracting Officer.

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DISTRIBUTION

EXTERNAL:

(S3306A)
(E) DCMA SYRACUSE

(S0512A)
(E) DCMA LOS ANGELES

1 (94697)
(P) MOOG INC
ATTN: ERIN NIEMAN

(HQ0337)
(E) DFAS - COLUMBUS CENTER

(W25G1U)
(E) W1A8 DLA DISTRIBUTION
MILSTRIP

INTERNAL:

1 FILE COPY