NAVAIR CLAUSEBOOK

PREFACE

The purpose of this Clausebook is to list the standard acquisition clauses available for use by the Naval Air Systems Command (NAVAIR). This Clausebook was compiled after extensive review and revision of the previous Clausebook (issued in 1997 with updates through January 2004) by a Clause Team consisting of AIR-2.0 representatives from NAVAIR HQ, NAWCAD, NAWCTSD, and NAWCWD as well as Air 11.0.

This Clausebook shall serve as the baseline for NAVAIR clauses to be used in NAVAIR contractual actions. NAVAIR Contracts Competency Instruction (CCI) 4275.1 series shall govern the management, approval and use of the clauses contained in this Clausebook. For appropriate use of regulation clauses (FAR, DFARS, and NMCARS), consult applicable regulations.

This Clausebook is a living document, and therefore, will periodically include updates, revisions, new clauses and deletions. All approved NAVAIR clauses are included as "local clauses" in the electronic Standard Procurement System (SPS). Please note, clauses in the Clausebook and SPS are not mandatory, but are available for use throughout NAVAIR in accordance with their prescriptions for use.

Also included in this Clausebook are a number of clauses that were previously Section B and C Templates. These former Section B and C Templates have been assigned clause numbers and prescriptions for use.

This Clausebook shall be effective for solicitations and contracts issued on or after November 22, 2005. Solicitations and resultant contracts issued prior to this date need not be amended or modified to conform to this Clausebook.

SCOTT HOLDEN
AIR-2.1, Policy and Process Management

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5252.201-9000 CIVIL WORKS- DELEGATION TO NAVAL FACILITIES ENGINEERING COMMAND

USE: See NMCARS 5201.601(90)(b)(2).

5252.201-9000 CIVIL WORKS—DELEGATION TO NAVAL FACILITIES ENGINEERING COMMAND (APR 1984)

(a) The Commander, Naval Facilities Engineering Command, having cognizance of the construction of all items at privately operated establishments which would constitute Public Utilities if constructed at a Shore Establishment of the Navy (such items being hereinafter referred to as Civil Works), is hereby designated as the authorized representative of [identify activity] with respect to any such Civil Works called for by this contract, said delegation including but not being limited to the performance of the following functions:

(1) Approving selection and compensation of an architect or engineer;
(2) Approving the selection and fee of a general building contractor;
(3) Consent to the placement of any subcontract for Civil Works;
(4) Approving any plans or specifications;
(5) Approving of major alterations or increased cost within the estimated cost set forth in this contract for Civil Works;
(6) Inspection, supervision, administration of the terms of the subcontract and acceptance of performance;
(7) Monitoring compliance with labor standards requirements; and
(8) Ordering or approving changes relating to the Civil Works.

(b) The [insert name and address of cognizant NAVFACENGCOM Division], acting for the Commander, Naval Facilities Engineering Command, will have jurisdiction only over the Civil Works design, contraction and installation, unless otherwise specifically provided in this contract or unless otherwise determined by mutual agreement between the contracting office and the Naval Facilities Engineering Command.

5252.201-9500 GOVERNMENT POINTS OF CONTACT

USE: Use in Section G in solicitations/contracts when a technical point of contact is used in lieu of a COR.

5252.201-9500 GOVERNMENT POINTS OF CONTACT (NAVAIR)(OCT 2005)

(a) The [insert either "TPOC" or other point of contact] for this contract is [name and contact information].

(b) The [insert either "TPOC" or other point of contact]will provide technical direction and discussion, as relating, but not limited to the specification and/or statement of work, and will monitor the progress and quality of contractor performance.

(c) The [insert "TPOC" or other point of contact] is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order). When, in the opinion of the contractor, the [insert "TPOC" or other point of contact] requests any of the aforementioned changes, the contractor shall promptly notify the Contracting Officer (or ordering officer, for delivery/task orders) in writing. If the contractor believes or interprets any action by the TPOC to be a change to the contract, the contractor will promptly notify the Contracting Officer in writing. No action shall be taken by the contractor under such direction until the Contracting Officer (or ordering officer) has issued a modification to the contract (or delivery/task order) concerning the subject change(s) or has otherwise resolved the issue. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)

USE: Use in Section G in solicitations/contracts when DFARS 252.201-7000 has been incorporated into the contract. Duties can either be listed in the clause or as an attachment in Section J.

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVAIR) (OCT 1994)

(a) The Contracting Officer has designated [insert name, mailing address, code, and telephone number] as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the following: [PCO should specify duties and responsibilities of the COR or reference Attachment]

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5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON

USE: Use in Section G in solicitations/contracts to specify vendor point of contact for contract matters and technical liaison.

5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON (NAVAIR) (OCT 2005)

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

CONTRACT COORDINATOR

NAME: _____

PHONE (BUS): _____

PHONE (AFTER HOURS): _____

ALTERNATE:

NAME: _____

PHONE (BUS): _____

PHONE (AFTER HOURS): _____

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

5252.201-9503 RATIFICATION OF AN UNAUTHORIZED COMMITMENT

Use: In Section A of all Ratifications of unauthorized commitments. It fulfills the marking requirement specified in NAVAIR instruction 4200-52 paragraph (c)(5).

5252.201-9503 RATIFICATION OF AN UNAUTHORIZED COMMITMENT (NAVAIR) (AUG 2008)

This is the ratification of an unauthorized commitment and is entered into pursuant to paragraph 1.602-3 of the FAR and implementing agency procedures.

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5252.204-9501 NATIONAL STOCK NUMBERS

USE: Use in Section B of solicitations/contracts/BOAs when a National Stock Number (NSN) is required for supply items being acquired and/or provisioned items (spare parts, etc.).

5252.204-9501 NATIONAL STOCK NUMBERS (NAVAIR) (MAR 2007)

(a) This clause applies to supplies that are stock numbered under Federal Catalog System procedures.

(b) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. All available National Stock Numbers

will be furnished by the Government. If National Stock Numbers are not furnished by the Government in time to meet the delivery schedule for the supplies, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance. The Contracting Officer may accept such supplies without National Stock Numbers and the Government will pay the Contractor therefore, provided that title to the supplies is vested in the Government.

(c) The term "Federal Stock Number" (FSN), which may be referred to in the specifications of this contract or elsewhere in this contract, shall mean "National Stock Number" (NSN), and the term "Federal Item Identification Number", wherever it appears, shall mean "National Item Identification Number".

(As used in the foregoing clause, the term "Contracting Officer" shall mean the "Administrative Contracting Officer" (ACO) with respect to provisioned items and other supplies ordered by the ACO.)

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM

Use: In Section I solicitations and contracts where contractors are required to obtain permanent security badges for a Government installation in order to complete the work. Previously C22.

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR) (OCT 2005)

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the [identify installation]. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to [insert address]. All losses are to have the permanent badges returned to [insert address] on the last day of the individual's task requirement.

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5252.204-9503 EXPEDITING CONTRACT CLOSEOUT

USE: To be used in Section G in fixed price and cost reimbursable type contracts greater than or equal to $1 M to help expedite contract closeout.

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION

USE: Use in Section I in all NAVAIR solicitations/contracts.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.
(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.
(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

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5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT)

Use in Section C of contracts/orders that may require contractor personnel to have access to Navy IT resources. If the contract/order does not have a COR or Alternate COR (ACOR), fill-in the name of the Government Sponsor (an individual from the program or requiring office) who shall be responsible for signing and processing the SAAR-N forms for contractor employees requiring IT access.

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (JUN 2009)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. Instructions for processing the SAAR-N forms are available at:
http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor_forms.
(b) SAAR-N forms will be submitted to the Contracting Officer's Representative (COR) or Alternate COR, or to the government sponsor, if the contract does not name a COR or Alternate COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.
(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the COR/ACOR or designated SAAR-N Government Sponsor documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.
(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

5252.209-9500 FIRST ARTICLE - RELATIONSHIP TO CONTRACT QUANTITY

USE: Use in Section F in solicitations/contracts when FAR 52.209-3 or 52.209-4 are incorporated into the contract, when first article items will NOT be delivered as part of the contract quantity.

5252.209-9500 FIRST ARTICLE-RELATIONSHIP TO CONTRACT QUANTITY (NAVAIR) (MAR 1999)

With reference to paragraph (e) of the First Article Approval clause (FAR Clauses 52.209-3, "First Article Approval--Contractor Testing" or 52.209-4, "First Article Approval--Government Testing" of this contract, the first article shall not be delivered as part of the contract quantity.

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5252.209-9502 WAIVER AND EVALUATION OF FIRST ARTICLE TESTING AND APPROVAL

USE: Use in Section M in solicitations when FAR 52.209-3, "First Article Approval--Contractor Testing", or FAR Clause 52.209-4, "First Article Approval--Government Testing" are incorporated into the contract and first article testing may be waived.

5252.209-9502 WAIVER AND EVALUATION OF FIRST ARTICLE TESTING AND APPROVAL (NAVAIR) (OCT 2005)

(a) As used herein, the term:

(1) "first article," means preproduction models, initial production samples, test samples, first lots, pilot lots, and pilot models;

(2) "first article testing," means testing and evaluation the first article for conformance with specified contract requirements before or in the initial stage of production;

(3) "approval" means the Contracting Officer's written notification to the contractor accepting the test results of the first article.

(b) Offerors are advised that first article testing is required as a part of this contract in accordance with clause FAR 52.209-3, "First Article Approval – Contractor Testing" or FAR 52.209-4, "First Article Approval – Government Testing". The Government may waive this requirement when supplies identical or similar to those called for in the Schedule have previously been furnished by the offeror and have been accepted by the Government. If the offeror meets these conditions, the offeror shall list below the Government contract number(s) under which supplies identical or similar to those called for in the Schedule have previously been accepted by the Government:

Contract Number	Agency	Contract award date	Contract delivery date
_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government may at its sole discretion, make an award excluding first article testing and approval. If the Government elects to waive first article testing and approval, the offer will be evaluated excluding first article testing and approval. Any differences in delivery schedules resulting from a waiver of first article testing will not be a factor in the evaluation for award.

(d) If the Government elects to waive first article testing, the First Article Approval clause set forth in the Section I and all other references to first article testing will be deleted in the contract at award.

(e) The prices for first article and first article tests in relation to production quantities shall not be materially unbalance, if first article test items or tests are to be separately priced.

5252.209-9503 CONTRACTOR NOTIFICATION TO QUALITY ASSURANCE

Use: In Section E in solicitations and contracts for supplies which have critical applications and a representative from the Quality Assurance Section is available to offer assistance.

5252.209-9503 CONTRACTOR NOTIFICATION TO QUALITY ASSURANCE (NAVAIR) (MAY 2009)

(a) Due to the critical application of the material contracted for hereunder, a representative of the (insert command), Quality Assurance Section (QAS) is available to furnish technical assistance on quality assurance matters and shall have the option of conducting quality assurance surveillance for the first lot of material produced under this contract (and subsequent lots if necessary). This QAS surveillance requirement will be performed in

conjunction with the Quality Assurance Representative (QAR) of the cognizant Defense Contract Management Agency (DCMA) and does not abrogate the authority of the DCMA QAR. The Contractor agrees to notify, in writing, the (insert the appropriate contracts department), when the material is scheduled to be presented to the DCMA QAR for Government inspection and acceptance. This notification shall afford the QAS representative the option of being present during the inspection.

(b) Notification may be provided via telephone (insert phone number) immediately followed by written confirmation, or via facsimile transmission (insert fax number). A minimum of fourteen (14) working days notice is required after receipt of the notification to arrange for the QAS representative visit.

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5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES)

USE: Use in Section H of solicitations/contracts for the services such as: systems engineering and technical direction by a contractor that does not have overall contractual responsibility for development/production; preparing specifications or work statements; contractor performance of or assistance in technical evaluations; allowing access to proprietary information; management support services; or consultant or other professional services. In paragraph (e), the Contract Specialist should indicate which restriction applies to the specific procurement.

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(MAR 2007)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment [insert attachment number]. [insert either "Task orders issued under the contract" or "The contract"] will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.

(6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

[ ] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of [insert the period of prohibition] after the date of completion of the contract. (FAR 9.505-1(a))

[ ] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

[ ] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(b)(1))

[ ] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[ ] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

[ ] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with

[insert the period of prohibition] after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[ ] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

(1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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5252.209-9511 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (SERVICES)

USE: Use in Section K in solicitations when NAVAIR 5252.209-9510 is incorporated into the contract.

5252.209-9511 ORGANIZATIONAL CONFLICT OF INTEREST REPRESENTATION (NAVAIR)(SERVICES) (JUL 1989)

This solicitation contains an organizational conflicts of interest clause in Section H, which is to appear in the awarded contract. Along with their proposals, offerors must check the appropriate box below:

[ ] Information concerning a conflict of interest, as identified in NAVAIR 5252.209-9510, is provided.

[ ] No conflict of interest exists.

5252.209-9513 ORGANIZATIONAL CONFLICT OF INTEREST INSTRUCTIONS (SERVICES)

USE: Use in Section L in solicitations when NAVAIR 5252.209-9510 is incorporated into the contract.

5252.209-9513 ORGANIZATIONAL CONFLICT OF INTEREST INSTRUCTIONS (SERVICES) (NAVAIR) (JUN 1993)

(a) In accordance with FAR 9.507-1, the potential conflict of interest for this solicitation in the Contracting Officer's judgment would involve any prime contractor, subcontractor, co-sponsor, parties to a joint venture, consultant or other legal entity (1) who because of activities or relationships is unable to render impartial assistance or advice to the Government, or (2) whose objectivity in performing the contemplated contract work is or might

otherwise be impaired, or (3) who has an unfair competitive advantage in regards to [insert description of weapons system involved and contractor activities that are suspect, i.e., drafting specifications, planning requirements etc.].

(b) This solicitation contains special provision clause in Section H entitled, "Organizational Conflicts of Interest", which is to appear in the awarded contract.

(c) If the offeror has checked Block one of the NAVAIR 5252.209-9511, "Conflicts of Interest Representation" in Section K, indicating a potential conflict exists, the offeror shall in accordance with the 5252.209-9510, "Organizational Conflict of Interest" clause in Section H, disclose any and all information necessary to ascertain whether an organizational conflict of interest does exist, and if so, whether a waiver should be requested.

(d) The offeror shall take all reasonable steps to obtain documentation of organizational conflicts of interest, and shall cooperate fully with the Government in resolving such issues expeditiously.

(e) Along with responses to this solicitation, offerors must either (1) submit the following information concerning any existing or planned contracts with, or interests in, the suppliers and/or equipment identified in Attachment [enter attachment number]; or (2) state that to the best of the offeror's knowledge no such interest or contract exists:

(1) a description of the conflict of interest (e.g., weapons systems supplier(s), corporate restructuring, first-tier subcontractor(s)) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

(f) Documentation referred to above may be submitted in advance of proposal submission but must be submitted no later than the closing date for receipt of offers.

(g) Disclosure of Potential Conflict of Interest by Offerors.

(1) The offeror agrees to disclose, in writing and prior to the closing date for receipt of offers, any relevant facts pertaining to work previously performed or presently being performed by the offeror under private and Government contracts wherein the subject matter includes systems, components, technology, or services identical or similar to that encompassed by the proposed contract and which might give rise to the appearance of an organizational conflict of interest. Such disclosure should set forth all relevant facts including identification of contracts under which work was or is being performed.

(2) If any of the contracts identified pursuant to subparagraph (g)(1) contain an Organizational Conflict of Interest Provision, the offeror may request a waiver of that provision and propose contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.

(3) Any documentation submitted pursuant to this subparagraph shall identify this procurement by IFB/RFP or other appropriate number as a reference and shall be forwarded to:

[provide the mailing address of the purchasing office]
ATTN: Organizational Conflict of Interest Material

(h) The Contracting Officer will determine whether such interests or contracts present potential organizational conflicts of interest which should preclude award to the offeror.

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5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs)

USE: Insert in Section H in solicitations/contracts where a Contract Data Requirements List, DD Form 1423, is included.

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at http://assist.daps.dla.mil. To access these documents, select the Quick Search link on the site home page.

5252.211-9000 NOTICE OF OFFERORS- USE OF OZONE DEPLETING SUBSTANCES has been deleted from NAVAIR clause book. See Navy Marine Corps Acquisition Guide (NMCAG) G5252.211-9000 for information. The clause is in the database.

5252.211-9500 POTENTIAL FOR DELETING OF SUPPORT FOR TRAINING DEVICES

USE: Use in Section H in solicitations/contracts for Contractor Operations and Maintenance of Simulators (COMS).

5252.211-9500 POTENTIAL FOR DELETING OF SUPPORT FOR TRAINING DEVICES (NAVAIR)(OCT 2005)

(a) The Government may desire to delete support for any training devices under this contract due to changes in Government requirements. Pursuant to the Changes Clause of this contract, the Government may delete the requirement for Contractor Operation and Maintenance of Simulators (COMS) support for training devices using the procedures set forth in this text. Deletion of any device incorporated in the contract on a Firm-Fixed Price (FFP) basis will be effective on the first day of the month following the desired deletion data.

(b) COMS and Supply Support for the training devices priced on a FFP basis will be deleted from the contract, including all options, at the unit prices established, less a percentage adjustment for recurring costs, to be determined through negotiations.

(c) COMS and Supply Support for training devices incorporated at a FFP monthly rate will be deleted from the contract, including all options, at the monthly rate established in the contract.

(d) Training Devices incorporated on a Time and Materials Pricing basis will be deleted effective on the Government's desired deletion date.

(e) The Government reserves the right to remove a training device from contractor responsibility on a temporary basis for review including, but not limited to, trainer changes, modifications and relocations, etc. If the device is removed for a period that is longer than two months, the contractor's monthly invoice for the period in excess of two months will be reduced in accordance with the provisions set forth in paragraphs (a) and (b) above.

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5252.211-9501 EXCESS REPAIR/REPLACEMENT COSTS

USE: Use in Section H in solicitations/contracts for Contractor Operations and Maintenance of Simulators (COMS) where excess repair/replacement is included in the Statement of Work. If this clause is used, the contract requires a separate CLIN for work requests and a specific dollar limit. The "Over and Above Work Requirements" (252.217-7028) clause must be included in the contract.

5252.211-9501 EXCESS REPAIR/REPLACEMENT COSTS (NAVAIR) (OCT 1994)

(a) If the cost to repair or replace any item, as defined in the attached Statement(s) of Work, is in excess of [insert dollar amount], the Government will equitably adjust this contract on a Firm-Fixed-Price (FFP) basis to account for those costs which exceed [insert dollar amount].

(b) Within five working days of diagnosing a failure, for which the cost will exceed that specified above, the contractor shall prepare and submit an Excess Repair/Replacement Cost Request (RRCR) Form similar to the one attached to this contract. The data to be provided, the procedures for processing, approval and pricing of the effort shall be as set forth in Section H, "Over and Above Work Requirements" of this contract.

5252.211-9501 I EXCESS REPAIR/REPLACEMENT COSTS - ALTERNATE I

USE: Use this Alternate to 5252.211-9504 in Section H in solicitations/contracts for Contractor Operations and Maintenance of Simulators (COMS) where excess repair/replacement is included in the Statement of Work and a Fire Fighter Trainer is included in the contract. If this clause is used, the contract requires a separate CLIN for work

requests and a specific dollar limit. The "Over and Above Work Requirements" clause must be included in the contract. Add paragraph (c) below to the basic clause.

5252.211-9501 EXCESS REPAIR/REPLACEMENT COSTS (NAVAIR) (OCT 1994) - ALT I (JUL 1998)

(c) For Supply Support for the Fire Fighter Trainer (FFT) only, item expenditures in excess of [insert dollar amount], excluding contractor labor but including non-affiliated contractor labor and materials, shall be borne by the contractor up to [insert dollar amount] for any Government fiscal year. Such aggregations in excess of [insert dollar amount] per Government fiscal year shall be borne by the Government. For purposes of this provision, a non-affiliated contractor is one for which the contractor owns or controls, directly or indirectly, less than [insert percentage] of the equity (stock, partnership interest, or equivalent of said company). For periods of performance of less than a Government fiscal year (12 months), the [insert dollar amount] limit will be proportionally reduced.

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE

USE: Use in Section H in solicitations/contracts where performance or delivery will occur at a Government facility. PCO may modify as necessary for alternate work schedule at Government installations.

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR) (OCT 2005)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

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5252.211-9502 I GOVERNMENT INSTALLATION WORK SCHEDULE- ALTERNATE I

USE: Use this Alternate to 5252.211-9502 in Section H in solicitations/contracts where performance or delivery will occur at NAWCWD CHINA LAKE OR POINT MUGU. PCO may modify as necessary for alternate work schedule at Government installations. Add the phrase "or Compressed Work Schedule Alternate Friday," to the second sentence of paragraph (b) after Sunday as shown below, and add paragraphs (c) & (d) below to the basic clause.

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR) (OCT 2005) - ALT I (OCT 2005)

(b) In the event that any of the above holidays occur on a Saturday or Sunday, or Compressed Work Schedule Alternate Friday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

(c) The Naval Air Warfare Center Weapons Division works Compressed Work Schedule. Therefore every other Friday is not a part of the normal workweek for work performed at a Naval Air Warfare Center Weapons Division site.

(d) No deviation in the normal workweek will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments.

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT)

USE: Use in Section B in cost-plus-fixed-fee, IDIQ, level of effort solicitations/contracts, which contemplate the use of delivery or task orders. Either FAR 52.232-20 or 52.232-22 must be incorporated into the contract.

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR) (OCT 2005)

(a) The level of effort estimated to be ordered during the term of this contract is [insert man-hours] man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

Labor Category	Man-hours	Total Man-hours
	[insert the man-hours per labor category]	
	(Also list Options Man-hours if applicable)	
Totals		

* denotes Key Personnel labor categories

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) In the event that less than one hundred (100%) percent of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, or the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Task Orders.

(1) A level of effort shall be established for each completion form task order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the task order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement. In the event the task(s) cannot be completed within the estimated cost, the Government will require more effort without increase in fee, if the Government elects to continue, provided the Government increases the estimated cost.

(2) Within thirty days after completion of the work under each completion form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The Contractor's estimate of the total allowable cost incurred under the task order; and

(ii) In the case of a cost under run, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(e) Term Form Task Orders.

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed seventy-five (75%) percent of the level of effort established for that order; or

(ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. In performing term form task orders, the Contractor may use any combination of hours of the labor categories listed in the task order.

(2) In performing term form task orders, the contractor may use any combination of hours of the labor categories listed in the task order.

(3) Within thirty days after completion of the work under each term form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized;

(ii) The Contractor's estimate of the total allowable cost incurred under the task order; and

(iii) In the case of a cost under run, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(4) In the event that less than one hundred (100%) percent of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

(i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals one hundred (100%) percent of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or

(ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(5) In the event that the expended level of effort of a term order exceeds the established level of effort by ten (10%) percent or less, but does not exceed the estimated cost of the order; the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid fixed fee, however, on level of effort in excess of one hundred (100%) percent without complying with subsection (e)(1) above. This understanding does not supersede or change subsection (e)(1) above, whereby the contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

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5252.211-9503 I LEVEL OF EFFORT (COST REIMBURSEMENT) - ALTERNATE I

USE: Use in Section B in cost-plus-fixed-fee, level of effort solicitations/contracts, which contemplate the use of delivery or task orders. Either FAR 52.232-20 or 52.232-22 must be incorporated into the contract.

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR) (OCT 2005) -ALT I (OCT 2005)

(a) The level of effort for the performance of this contract during the period from [insert start of performance period] to [insert end of performance period] is based upon an anticipated total estimated level of effort of [insert man-hours] man-hours of direct labor. The level of effort is expected to occur evenly over the contract term. The estimated composition of the total man-hours of direct labor by classification is as follows:

(b) FAR Clause 52.232-20, “Limitation of Cost” applies to fully funded orders and FAR Clause 52.232-2, “Limitation of Funds” applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either Far Clause 52.232-20 or FAR Clause 52.232-22.

(c) It is agreed that, while the contractor’s performance during the period set forth in paragraph (a) above is based upon an anticipated level of effort consisting of man-hours of direct labor (as may be described or defined elsewhere herein), such level of effort may fluctuate in pursuit of assigned technical objectives, either upward or downward, by no more than ten (10%) percent of the total anticipated man-hours. This fixed fee is agreed to be paid for man-hours expended from ninety (90%) percent to one hundred ten (110%) percent of the total anticipated man-hours. The fixed fee shall not vary with the cost of the actual effort supplied within this range. In the event that less than ninety (90%) percent of the anticipated level of effort is actually expended by the expiration date of the contract, the Government shall have the option of:

(1) requiring the contractor to continue to perform (but not to exceed thirty days) until the level of effort expended equals ninety (90%) percent of the anticipated level of effort; or

(2) effecting a reduction in the fixed fee by the percentage by which the total of expended man-hours is less than ninety (90%) percent of the anticipated level of effort.

(d) The contractor agrees that effort performed in fulfillment of level of effort obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunchtime activities, or effort performed at an employee's residence or other non-work location.

(e) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort the Contractor expects to incur under the contract in the next 60 days, when added to the level of effort previously expended in the performance of the contract, will exceed seventy-five (75%) percent of the level of effort established for the contract; or

(2) The level of effort required to perform under the contract will be greater than the level of effort established for the contract.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the contract. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor.

(f) Within thirty days after completion of the contract, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(1) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the contract schedule, including the identification of the key employees utilized;

(2) The Contractor's estimate of the total allowable cost incurred under the contract; and

(3) In the case of a cost under run, the amount by which the estimated cost of the contract may be reduced to recover excess funds.

(g) In the event that the incurred level of effort exceeds by three (3%) percent or less the contract requirement, but does not exceed the estimated cost of the contract, the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid fixed fee, however, on level of effort in excess of one hundred (100%) percent without complying with subsection (e) above. This understanding does not supersede or change subsection (e) above, whereby the contractor and Government may agree on a change to the contract level of effort with an equitable adjustment for both cost and fee.

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5252.211-9503 II LEVEL OF EFFORT (COST REIMBURSEMENT) - ALTERNATE II

USE: Use in Section B in cost-plus-fixed-fee, IDIQ, level of effort solicitations/contracts. Use when you want to allow for an upward adjustment of the fee if there is a significant change in the requirements mix. Either FAR 52.232-20, "Limitation of Cost" or 52.232-22, "Limitation of Funds" must be incorporated into the contract.

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT)(NAVAIR) (OCT 2005) - ALT II (OCT 2005)

(a) The level of effort estimated to be ordered during the term of this contract is [insert man-hours] man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

Labor Category (*)	Man-hours	Total Man-hours
_____	_____	_____
_____	_____	_____

(Also list Options Man-hours if applicable)

Totals	_____	_____
	Total	_____

* denotes Key Personnel labor categories

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) In the event that less than one hundred (100%) percent of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, or the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Task Orders.

(1) A level of effort shall be established for each completion form task order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the task order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement. In the event the task(s) cannot be completed within the estimated cost, the Government will require more effort without increase in fee, if the Government elects to continue, provided the Government increases the estimated cost.

(2) Within thirty days after completion of the work under each completion form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The Contractor's estimate of the total allowable cost incurred under the task order; and

(ii) In the case of a cost under run, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(e) Term Form Task Orders.

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed seventy-five (75%) percent of the level of effort established for that order; or

(ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor.

(2) In performing term form task orders, the contractor may use any combination of hours of the labor categories listed in the task order.

(3) Within thirty days after completion of the work under each term form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized;

(ii) The Contractor's estimate of the total allowable cost incurred under the task order; and

(iii) In the case of a cost under run, the amount by which the estimated costs of the task order may be reduced to recover excess funds.

(4) In the event that less than one hundred (100%) percent of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

(i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals one hundred (100%) percent of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or

(ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(5) In the event that the expended level of effort of a term order exceeds the established level of effort by ten (10%) percent or less, but does not exceed the estimated cost of the order; the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid fixed fee, however, on level of effort in excess of one hundred (100%) percent without complying with subsection (e)(1) above. This does not supersede or change subsection (e)(1) above, whereby the contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

(f) During performance of this contract should the contractor conclude the labor hour mix requested by the government will result in an unreasonable fee adjustment, the contractor may request the Contracting Officer enter into discussions to restructure the labor mix of the contract. The intent of the discussions, which are at the sole discretion of the Contracting Officer, is to provide a forum to understand the factors that contributed to the under delivery or over delivery of hours. Factors that could be considered by the Contracting Officer include:

Funding levels
Labor mix usage
Other Direct Cost (ODC) Usage
Service Contract Act (SCA) Impacts
On-Site/Off-Site Ratio
Unplanned Overtime Usage
Other factors deemed relevant by the Contracting Officer

If the Contracting Officer determines that factors contributing to the under delivery or over delivery of hours were in the Government's best interest, the Contracting Officer may restructure the contract to revise the hours required in an effort to provide a fee more consistent with contractor's performance.

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5252.211-9504 LEVEL OF EFFORT (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS)

USE: Use in Section B in time-and-material or labor-hour, IDIQ, level of effort solicitations/contracts. NAVAIR Clause 5252.232-9507 must be incorporated into the contract.

5252.211-9504 LEVEL OF EFFORT (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS) (NAVAIR) (NOV 1999)

(a) Task orders shall establish an anticipated level of effort (projected man-hours) for each CLIN or SLIN and a Ceiling Price for that task order. The ceiling price shall be the sum of: (1) the projected prime Contractor hours multiplied by the appropriate hourly rates prescribed in the schedule; and (2) the estimated amount of materials priced in accordance with the clause entitled, Payments Under Time-and-Materials and Labor-Hour Contracts, including estimated subcontract costs calculated in the same manner as the prime Contractor using the subcontract price schedules.

(b) The Contractor may use any combination of hours of labor categories listed in any single task order, if necessary to perform that task order. Labor categories not shown may not be used without a task order modification. The Contractor may use any combination of prime Contractor labor, subcontractor labor, and other material expense in accomplishing the statement of work within the limits expressed below.

(c) The NAVAIR clause 5252.232-9507, "Limitation of Funds - Time and Material and Labor-Hour Contracts", applies independently to each task order under this contract and nothing in this provision amends the rights or responsibilities of the parties hereto under that clause. In addition, the notifications required by this clause are separate and distinct from any specified in the NAVAIR 5252.232-9507.

(d) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort the Contractor expects to incur under any order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed seventy-five (75%) percent of the level of effort established for that order; or

(2) The level of effort required to perform a particular order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the ceiling price that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only (i.e. will apply only to effort expended after a modification (if any) is issued.

(e) Within thirty days after completion of the work under each task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, the COR and the Defense Contract Audit Agency office to which vouchers are submitted.

(1) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each CLIN or SLIN listed in the task order schedule, including the identification of the key employees utilized.

(2) The total labor price plus estimated total allowable material cost incurred under the task order,

(3) In the case of a cost under run, the amount by which the task order amount may be reduced to recover excess funds.

(f) In the event that less than one hundred (100%) percent of the established level of effort for a task order is expended, the Government may require continued performance subject to the remaining obligation.

5252.211-9505 RESERVED

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5252.211-9506 PROVISIONED ITEMS

USE: In Section F in solicitations/contracts, which contain provisioning procedures. This clause should be used in conjunction with 5252.217-9500 through 5252.217-9506, as applicable.

5252.211-9506 PROVISIONED ITEMS(NAVAIR) (FEB 1995)

Provisioned items shall be delivered in accordance with individual Provisioned Items Orders (PIOs) issued pursuant to [insert the applicable clause number]. The Government may order provisioned items for a period of up to twelve (12) months following delivery of [insert the CLIN and/or description of the item].

5252.211-9507 PERIOD OF PERFORMANCE

USE: In Section F in solicitations/contracts to identify the exact period of performance at time of award.

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)

(a) The contract shall commence on [insert effective date] and shall continue [insert "for a period of months" or provide a calendar date]. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

5252.211-9508 RESERVED

5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL

Use: In Section C of contracts to incorporate the contractor's proposal as part of the contract.

5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL (NAVAIR)(OCT 2005)

The Contractor's Technical Proposal Number [_____], dated [_____], and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification" but the Government's Specification shall take precedence over the Contractor's technical proposal.

5252.213-9500 RESERVED

5252.213-9501 RESERVED

5252.213-9502 RESERVED

5252.214-9500 BID SAMPLES

USE: Use in Section L in Invitations for Bids where samples are requested IAW FAR 14.202-4.

5252.214-9500 BID SAMPLES (NAVAIR) (JUL 1998)

(a) A quantity of [insert quantity] bid sample(s) for Contract Line Item [insert CLIN number] is required to be furnished as part of the bid and must be received before the time set for bid opening.

(b) The characteristics listed below are those for which the sample(s) will be examined or tested.
[Insert the characteristics]

(c) Government testing/inspection will consist of the following: [Insert the testing/inspection procedures]

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5252.215-9500 RESERVED

5252.215-9501 RESERVED

5252.215-9502 RESERVED

5252.215-9503 ANTICIPATED AWARD DATE

USE: Use in Section L in solicitations to give prospective contractors a schedule to use in calculations of prices and preparation of bids and proposals.

5252.215-9503 ANTICIPATED AWARD DATE (NAVAIR) (FEB 1995)

The anticipated award date for this requirement is [insert the anticipated award date]. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

5252.215-9504 WRITTEN RELEASE FOR USE OF NON-GOVERNMENT PERSONNEL IN EVALUATION OF PROPOSALS

USE: Use in Section K in solicitations where non-government personnel will be used in evaluating proposals. This provides for compliance with NMCARS 5215.305(a)(90).

5252.215-9504 WRITTEN RELEASE FOR USE OF NON-GOVERNMENT PERSONNEL IN EVALUATION OF PROPOSALS (NAVAIR) (OCT 2005)

(a) Offerors are hereby notified that non-government participants will have access to the offerors' proposals. The non-government participants are employees of [identify the companies whose personnel will have access to the proposals] under contract to the Government. They will serve as technical advisors to the Government and will be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to provide specific technical advice on specialized matters or on particular problems. All non-governmental personnel have signed certificates of non-disclosure of source selection information and certificates disclosing any potential financial conflicts of interests, or their equivalent documents."

(b) By signing below the offeror provides written release to the Government for the disclosure of proprietary information to the non-government participants in the source selection.

Signature of Company Official: _____

Print Name: _____

Print Title: _____

(c) If the contractor is not willing to provide this consent, written notification to the Procuring Contracting Officer (PCO) is required no later than 30 days prior to the proposal delivery date.

5252.215-9505 EXCLUSIVE TEAMING ARRANGEMENTS THAT INHIBIT COMPETITION

USE: Use in Section H in solicitation/contracts when as a result of market research done during acquisition planning, it is believed there is a possibility for exclusive teaming arrangements that would limit competition. The Contract Specialist should ensure that the submission of proposal and evaluation of proposal clauses are tailored to address this factor.

5252.215-9505 EXCLUSIVE TEAMING ARRANGEMENTS THAT INHIBIT COMPETITION (NAVAIR)(OCT 2005)

Offerors who propose teaming arrangements on an exclusive basis will be evaluated to determine whether such teaming agreements inhibit competition. In order for the Government to evaluate whether the proposed agreements inhibit competition, offerors are required to (1) provide a copy of all teaming arrangements, and (2) explain why the teaming arrangements do not inhibit competition. The documentation must include, but is not limited to: structure of the teaming arrangement, responsibilities, and liabilities; financial responsibility; managerial responsibility and accountability; and applicable legal documents. The burden of proving that any exclusive teaming arrangement proposed does not restrict competition shall rest with the offeror. Offerors are advised that should the Government determine that any such proposed, exclusive teaming arrangement inhibits competition, (1) that determination may render the offeror's proposal ineligible for award, and (2) the Contracting Officer shall forward the matter to the appropriate authorities as prescribed by Federal Acquisition Regulation Part 3.3.

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5252.215-9511 COST REALISM

Use: In Section M in competitive solicitations for supplies or services when contracting on a cost reimbursement basis.

5252.215-9511 COST REALISM (OCT 2007) (NAVAIR)

(a) All efforts proposed on a cost reimbursement basis shall be evaluated using cost realism. Cost realism analysis is conducted to determine what the Government should realistically expect to pay for the proposed effort, the offeror's understanding of the work and the offeror's ability to perform the work. Any understatement or overstatement of costs, whether in labor hours, labor rates, overhead rates and other direct costs may be considered a reflection of a lack of understanding of the work required and may be considered in the technical analysis, which could affect the technical rating or risk assessment.

(b) An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost/price should be explained in the

proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally, if a corporate policy has been made to absorb certain costs, the offeror shall fully identify and explain those company investments. The resulting contract shall include a clause indicating that those costs will not be allowable.

(c) Any significant inconsistency if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and its financial ability to perform the contract, and may affect risk assessments and responsibility determinations.

5252.215-9517 RESERVED

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5252.215-9520 CONTENT OF PROPOSALS (SERVICES)

USE: Use 5252.215-9520 a provision substantially the same as this, in Section L for IDIQ T&M services solicitations (RFPs), unless information on personnel is to be submitted as a separate volume. Use with NAVAIR clause 5252.215-9529.

5252.215-9520 CONTENT OF PROPOSALS (SERVICES) (SEP 1999)

(a) General. The offerors must submit [insert number of copies] copies of each volume of their technical, management and past performance proposals and [insert number of copies] copies of the cost proposal.

(1) A proposal submitted in response to this solicitation must consist of four separate volumes: Technical, Management, Past Performance and Cost. The Technical, Management, and Past Performance volumes must not contain any contract price or cost information except as indicated below.

(2) Any data previously submitted in response to another solicitation will be assumed unavailable to the government; and this data must not be incorporated into the technical proposal by reference.

(3) Clarity and completeness of the proposal are of the utmost importance. The proposal must be written in a practical, clear and concise manner. It must use quantitative terms whenever possible and must avoid qualitative adjectives to the maximum extent possible. Proposal volumes must be internally consistent or the proposal will be considered unrealistic and may be considered unacceptable.

(4) Proposals must be legible, double spaced (personnel resumes can be single spaced), typewritten (on one side only), in a font size not smaller than 10, on paper not larger than eight and a half by eleven inches and not to exceed the page limits established herein. Size of the pages must be uniform, however, some fold out charts or diagrams may be used. If proposal sections exceed the limitations set forth herein, excess text will be removed from the back of that section and not evaluated.

(5) The Technical, Management and Past Performance volumes must be submitted in separately sealed envelopes within a sealed package, and be clearly marked with the solicitation number. Separate proposal packages containing components of the offer, such as separate proposals submitted by proposed subcontracts, will not be accepted. Cost or pricing data, or other information which may be considered proprietary to subcontractors, shall be submitted with the prime contractor's proposal in a separate sealed envelope. Each volume must have a Table of Contents. Proposals submitted in response to this solicitation must contain the information as outlined below.

(b) Technical Volume. No cost or price information may be included in the Technical Volume. The Technical Volume may not be classified. This section of the technical volume provides the offeror's response to the sample tasks set forth in Section L. The sample tasks provided are representative of the detailed statements of work to be issued as task orders. For each sample task, the offeror will provide (i) a description of possible areas to be investigated in researching each task, (ii) a detailed description of the technical approach including a detailed step-by-step procedure and methodology which would be used in accomplishing each task, (iii) identification of the additional information that would be required to perform each task, (iv) a detailed work plan for implementation, (v) a product outline describing what would be the expected deliverable(s) as a result of this task, and (vi) man-hours by labor category but not cost. The offeror should not propose studies in response to the sample tasks but rather provide a detailed technical report addressing methodologies/recommendations that meet sample task requirements. Each response to a sample task is limited to a total of [insert number of pages] pages.

(c) Management Volume.

(1) Section I - Management Plan. The offeror must provide a detailed management plan that will be followed during contract execution. The offeror's management plan must include the proposed lines of responsibility, authority, and communication through which the tasks will be managed, and the procedures to be taken to insure quality control and cost control. The management plan will also discuss the methods by which source documentation provided by the Naval Air Systems Command will be protected and controlled. The offeror must maintain a facility cleared for storing material at the level required by the DD Form 254 (if applicable), if this task is required by the contract. The offeror must define the proposed organizational structure (including responsibilities, Work Breakout Structure, and reporting structure) for the project, how personnel will be assigned from task to task throughout the contractual period, and how the proposed project team will interface with both the offeror 's corporate structure and with the NAVAIR command structure. The offeror must propose policies and procedures for managing and directing the effort for standardization, productivity, quality, cost control and cost management. Also, describe the plan for early identification and resolution of problems. This section is limited to [insert number of pages] pages.

(2) Section II - Manpower Utilization Matrix. Offerors must provide a manpower utilization matrix in labor category sequence for all personnel proposed for all labor categories for the base year and all option years in the format in Table II, " Manpower Utilization Matrix". The offeror shall not propose less than [insert number of hours] hours per year for any person listed in the manpower utilization matrix. The offeror should subtotal the labor hours identified in the manpower utilization matrix for labor categories of both the prime and subcontractor. If an individual is proposed as a contingency hire, it must be so noted. New hires may not be proposed. A contingency hire is defined as an individual who has signed a commitment to work in the event that the contract is awarded to the offeror. A new hire is defined as an unspecified person to fill an empty billet who is not identified as a current employee of the offeror or as a contingency hire. The manpower utilization matrix does not have a page limitation.

(3) Section III - Personnel. Personnel assigned to or utilized by the contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth in [insert section of Schedule where minimum experience and educational requirements are incorporated into the contract], and shall be fully capable of performing in an efficient, reliable, and professional manner. The Government will review resumes of the offeror's personnel proposed to be assigned, and if personnel are not currently in the employ of the offeror, a written agreement from the potential employee to work will be part of the proposal. If the Government questions the qualifications or competence of any person performing under this contract, the burden of proof to sustain that person's qualifications shall be upon the offeror.

(i) This section must contain resumes reflecting the qualifications and experience of all personnel being proposed for the labor categories set out below. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided with the offeror's proposal identifying the difference.

LABOR CATEGORIES

[Insert the appropriate labor categories or reference where in the solicitation they can be found]

(ii) For each labor category identified, the offeror shall define and specify the minimum qualifications/experience elements which will be used by the contractor as a basis for assigning personnel for work under the contract. Personnel resumes submitted by the offeror must reflect the necessary qualifications and experience as described in the labor category descriptions and represent the offeror's capability to perform the tasks contained in Section C. Resume entries shall detail specific skills and include separate entries for each position in which those skills were performed. Resumes shall be provided in strict accordance with the Resume format at Attachment [insert attachment number]. This section is limited to a total of two pages per resume.

(iii) The offeror must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements of this contract. The work history of each offerors' employees shall contain experience directly related to the tasks and functions to be assigned. The Government reserves the right to determine if a given work history contains necessary and sufficiently detailed related experience to reasonably ensure the offeror's ability for effective and efficient performance.

(iv) Current annual salary is required only if the employee is currently employed by the offeror or subcontractor. If the employee is a contingency hire, the offeror or subcontractor must include the agreed to annual salary of the prospective employee, as well as a signed commitment to work. Resumes for subcontractor(s) personnel may be submitted in a separately sealed envelope to the prime contractor. This sealed envelope will be submitted with the prime contractor's Personnel Section.

(v) Additional categories identified in this solicitation, Attachment [insert attachment number], will not be used for evaluation purposes and offerors are not to submit resumes for those categories. However, offerors must include all labor categories in the manpower utilization matrix and must demonstrate in their proposals, an ability to

present the intention to provide personnel meeting or exceeding those minimum qualifications to commence work at the time of contract award.

(d) Past Performance Volume.

(1) The past performance volume will contain a description of the offeror's Government contracts (both prime and major subcontracts) received during the past three years, which are in any way similar to the effort required by the solicitation. The description should include, as a minimum, the following information: the offeror's CAGE and DUNS numbers; contract number; contract type; awarded/estimated price; Government points of contact; a brief narrative of the work required and similarities with the requirements of this solicitation. This information will be used to evaluate such areas as quality of product or service, schedule and cost control, personnel retention, and business and customer relationships.

(2) The offeror must provide a matrix of recent corporate experience as shown on Table 1, Matrix of Corporate Accomplishments". This section is limited to a total of [insert number of pages] pages. This information will be used to evaluate past performance and systemic improvement.

(e) Cost Volume.

(1) The following information must be provided in the cost proposal for each resume required to be submitted in the management proposal: estimated annual salary; total estimated annual hours; and total estimated hours to be worked under the proposed contract. Failure to provide this information may impact the Government's evaluation of contractor's proposals. If this information is proprietary to subcontractors, it may be provided in a separate sealed envelope; however, it must be easily identifiable and readily combined with the rest of the proposal.

(2) Composite rates are required for any labor categories for which more than one company's personnel are proposed. The composite rate information must consist of specific rates provided in the format of Table III for the initial year and each option year for the offeror and all subcontractors. Individual consultants must be proposed as subcontractors. Cost proposals shall not differentiate between on-site and off-site rates. The proposal shall clearly demonstrate the individual cost elements from which the composite rate is developed.

(3) The Offeror must propose one fully burdened, fixed hourly rate per labor category by completing Section B of the RFP. Proposals must be submitted for the total maximum hours, by labor category, shown in Section B, and in the format set forth in Table IV.

(4) Tables III and IV must be consistent and demonstrate a clear understanding as to how both prime and subcontractor hours and rates were derived. Inconsistencies in the proposal between prime and subcontractor hours and rates may be considered a risk to the Government.

(5) All proposed costs must be adequately supported. The proposal must include sufficient background to show derivation. If the cost proposal cannot be understood, it may result in the entire proposal being found to be unacceptable and thus eliminated from the competition.

(f) Table Formats.

TABLE I
MATRIX OF CORPORATE ACCOMPLISHMENTS

The offeror must provide a chronological matrix of recent corporate contract experience in performing tasks similar to those described in the solicitation. Include the experience of all subcontractors, joint venture participants and teaming participants, but list them separately. For experience not acquired as a prime contractor, identify the prime contractor and describe the depth and extent of the work you performed, to include the percentage of the total contract dollar value performed by your employees. If experience was through other than a formal contract, provide a complete narrative explaining the circumstances. The offeror must describe the relevancy of its corporate experience to this proposed contract and describe how this proposed contract will benefit from the offeror's initiatives in systemic improvement. The matrix must be in the following format. Include a description/discussion of how the task was proposed/accomplished and results of the final report.

Period of Performance	Contract Number	Name & Address of Contracting Activity	Name & Phone No. of Government Contracting Officer	COST	Description of Task Performed

TABLE II
MANPOWER UTILIZATION MATRIX

RFP Category	Offeror Comparable Labor Category	Employee Name	Employer	Contingency/Hire Yes/No?	Hours Proposed

TABLE III
THE RATES USED IN THIS ATTACHMENT ARE ONLY A SAMPLE
FULLY BURDENED HOURLY RATE

Labor Cat. Program MGB	Note 1 (A) Base Labor Rates	(B) [A*1.02] Base + Esc Esc @ 2%	(C) [B*.35] Overhead @ 35%	(D) [B*.25] Fringe @ 25%	Note 2 (E) [B+C +D] Subtotal	Note 3 (F) [E*.02] Profit @ 2%	Note 4 (G) [E=Base] G&A 10% Prime 5% Sub	Hours Subtotal	RFP Per Person	Subtotal	Section B Fully Burdened Hourly Rate
PRIME											
W. Wright	20.00	20.40	7.14	5.10	32.64	.65	3.26	36.55	1,000	36,550	36.55
O. Wright	21.25	21.68	7.59	5.42	34.69	.69	3.47	38.85	1,200	46.620	38.85
A. Bell	19.80	20.20	7.07	5.05	32.32	.65	3.23	36.20	1,100	39,820	36.20
									3,300	122,990	$37.27*
SUBCONTR											
T. Edison	47.65	Note 4			47.65		2.38	50.03	1,300	65,039	
E. Whitney	44.56	Note 4			44.56		2.23	46.79	1,100	51,469	
							Note 5	2,400	116,508	$48.55*	
								5,700	$239,498	$42.02**	

*For evaluation purposes only.
**Only this rate will appear in Section B.

Note 1: Current annual salary is required only if the employee is currently employed by the offeror or subcontractor. If the employee is a contingency hire, the offeror or subcontractor must include the agreed to annual salary of the prospective employee.
Note 2: For purposes of this example fringe is broken out of the overhead rate and applied separately. Overhead and fringe shall be displayed in accordance with the contractor's approved accounting system.
Note 3: For purposes of this example profit is not applied to G&A expense.
Note 4: G&A for the prime is applied to the prime's employees only. G&A for the sub is applied to the sub only.
Note 5: The rates for subcontractors shall be consistent with those in Table III.
The hours must be consistent between the prime's proposal and the subcontractor back-up data.
The G&A column may be used for burdening the subcontractor fully burdened labor rate with G&A, profit and/or handling charges. Complete cost details shall be fully disclosed.

TABLE IV
FULLY BURDENED FIXED LABOR RATE SUMMARY

(1) RFP Category	(2) *Hourly Rate	(3) Direct Labor Hrs Per Year	(4) Indirect Labor Hrs Per Year	(5) Uncompensated Overtime Hrs Per Year	(6) Total Hours Per Year
(Sample)					
Prog Mgr	$37.27	1,800	280	104	2,184
Sr Analyst	$38.22	1,880	200	0	2,080
Tech Typist	$26.14	1,920	160	0	2,080

*The rates used in this attachment are only a sample.

(3) Hours to be billed directly to a specific contract excluding uncompensated overtime hours.
(4) Hours not billed directly to a specific contract. (Could include Bid and Proposal, work, vacations, holidays, sick leave, etc.)
(5) Uncompensated overtime hours.
(6) The sum of columns 3, 4 and 5 must equal the total number of hours per year (column 6) to be billed by this employee directly or indirectly on all contracts.

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5252.215-9520 I CONTENT OF PROPOSALS (SERVICES) (SEP 1999) - ALTERNATE I

USE: Use 5252.215-9520 Alternate I a provision substantially the same as this, in Section L for cost reimbursement services solicitations (RFPs), unless information on personnel is to be submitted as a separate volume. Use with NAVAIR clause 5252.215-9529 Alternate I.

5252.215-9520 CONTENT OF PROPOSALS (SERVICES) (SEP 1999) -ALT I (MAR 1999)

Replace paragraph (b) with the following:

(b) Technical Volume. No cost or price information may be included in the Technical Volume. The Technical Volume shall not be classified. This section of the technical volume provides the offeror's response to the requirements set forth in [insert where work requirements are in the solicitation, e.g., Section C, Statement of Work, Attachment ___, etc.]. The offeror will provide (i) a description of possible areas to be investigated in researching each task, (ii) a detailed description of the technical approach including a detailed step-by-step procedure and methodology which would be used in accomplishing each task, (iii) identification of the additional information that would be required to perform each task, (iv) a detailed work plan for implementation, (v) a product outline describing what would be the expected deliverable(s) as a result of this task, and (vi) man-hours by labor category but not cost. The offeror should not propose studies but rather provide a detailed technical report addressing methodologies/recommendations that meet requirements. Each response is limited to a total of [insert number of pages] pages**.**

Replace paragraphs (e)(2) and (3) with the following:

(2) Rates are required for any labor categories for which more than one company's personnel are proposed. The rate information must consist of specific rates provided in the format of Table III for the initial year and each option year for the offeror and all subcontractors. Individual consultants must be proposed as subcontractors. Cost proposals shall not differentiate between on-site and off-site rates. The proposal shall clearly demonstrate the individual cost elements from which the composite rate is developed.

(3) The Offeror must propose a fixed hourly rate per labor category. Proposals must be submitted for the total maximum hours, by labor category, shown in [insert where labor categories are listed, e.g., Section B, paragraph (c)(3)(i) of this clause, etc.], and in the format set forth in Table III.

Paragraph (e)(4), delete reference to Table IV.

Delete Table III. Table IV is renamed Table III, and the title is changed to "Fixed Labor Rates".

5252.215-9521 CONTENT OF PROPOSALS (SERVICES) (SEP 1999) (NAVAIR)

USE: Use 5252.215-9521 a provision substantially the same as this, in Section L in solicitations for IDIQ T&M service contracts when information on personnel is to be submitted as a separate volume. Use with NAVAIR clause 5252.215-9530.

5252.215-9521 CONTENT OF PROPOSALS (SERVICES) (SEP 1999)

(a) General. The offerors must submit [insert number of copies] copies of each volume of their personnel, technical, past performance, and management proposals and [insert number of copies] copies of the cost proposal.

(1) A proposal submitted in response to this solicitation must consist of five separate volumes: Personnel, Technical, Past Performance, Management and Price/Cost. The Technical, Management, and Past Performance volumes must not contain any contract price or cost information except as indicated below.

(2) Any data previously submitted in response to another solicitation will be assumed unavailable to the government; and this data must not be incorporated into the technical proposal by reference.

(3) Clarity and completeness of the proposal are of the utmost importance. The proposal must be written in a practical, clear and concise manner. It must use quantitative terms whenever possible and must avoid qualitative adjectives to the maximum extent possible. Proposal volumes must be internally consistent or the proposal will be considered unrealistic and may be considered unacceptable.

(4) Proposals must be legible, double spaced (personnel resumes can be single spaced), typewritten (on one side only), in a font size not smaller than 10, on paper not larger than eight and a half by eleven inches and not to exceed the page limits established herein. Size of the pages must be uniform, however, some fold out charts or diagrams may be used. If proposal sections exceed the limitations set forth herein, excess text will be removed from the back of that section and not evaluated.

(5) The Personnel, Technical, Past Performance and Management volumes must be submitted in separately sealed envelopes within a sealed package, and be clearly marked with the solicitation number. Separate proposal packages containing components of the offer, such as separate proposals submitted by proposed subcontracts, will not be accepted. Cost or pricing data, or other information which may be considered proprietary to subcontractors, shall be submitted with the prime contractor's proposal in a separate sealed envelope. Each volume must have a Table of Contents. Proposals submitted in response to this solicitation must contain the information as outlined below.

(b) Personnel Volume. No cost or price information may be included in the Personnel Volume. Personnel assigned to or utilized by the contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth in [insert section of Schedule where minimum experience and educational requirements are incorporated into the contract], and shall be fully capable of performing in an efficient, reliable, and professional manner. The Government will review resumes of the offeror's personnel proposed to be assigned, and if personnel are not currently in the employ of the offeror, a written agreement from the potential employee to work will be part of the proposal. If the Government questions the qualifications or competence of any person performing under this contract, the burden of proof to sustain that person's qualifications shall be upon the offeror.

(1) This section must contain resumes reflecting the qualifications and experience of all personnel being proposed for the labor categories set out below. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided with the offeror's proposal identifying the difference.

LABOR CATEGORIES

[Insert the appropriate labor categories or reference where in the solicitation they can be found]

(2) For each labor category identified, the offeror shall define and specify the minimum qualifications/ experience elements which will be used by the contractor as a basis for assigning personnel for work under the contract. Personnel resumes submitted by the offeror must reflect the necessary qualifications and experience as described in the labor category descriptions and represent the offeror's capability to perform the tasks contained in Section C. Resume entries shall detail specific skills and include separate entries for each position in which those skills were performed. Resumes shall be provided in strict accordance with the Resume format at Attachment [insert attachment number]. This section is limited to a total of two pages per resume.

(3) The offeror must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements of this contract. The work history of each offerors' employees shall contain experience directly related to the tasks and functions to be assigned. The Government reserves the right to determine if a given work history contains necessary and sufficiently detailed related experience to reasonably ensure the offeror's ability for effective and efficient performance.

(4) Current annual salary is required only if the employee is currently employed by the offeror or subcontractor. If the employee is a contingency hire, the offeror or subcontractor must include the agreed to annual salary of the prospective employee, as well as a signed commitment to work. Resumes for subcontractor(s) personnel may be submitted in a separately sealed envelope to the prime contractor. This sealed envelope will be submitted with the prime contractor's Personnel Section.

(5) Additional categories identified in this solicitation, Attachment [insert attachment number], will not be used for evaluation purposes and offerors are not to submit resumes for those categories. However, offerors must include all labor categories in the manpower utilization matrix and must demonstrate in their proposals, an ability to present the intention to provide personnel meeting or exceeding those minimum qualifications to commence work at the time of contract award. Only personnel who meet or exceed the labor category requirements will be authorized to bill against the corresponding labor category hours.

(c) Technical Volume. No cost or price information may be included in the Technical Volume. The Technical Volume may not be classified.

(1) This section of the technical volume provides the offeror's response to the sample tasks set forth in [insert where the sample tasks are located in the solicitation]. The sample tasks provided are representative of the detailed statements of work to be issued as task orders. For each sample task, the offeror will provide (i) a description of possible areas to be investigated in researching each task, (ii) a detailed description of the technical approach including a detailed step-by-step procedure and methodology which would be used in accomplishing each task, (iii) identification of the additional information that would be required to perform each task, (iv) a detailed work plan for implementation, (v) a product outline describing what would be the expected deliverable(s) as a result of this task, and (vi) man-hours by labor category but not cost. The offeror should not propose studies in response to the sample tasks but rather provide a detailed technical report addressing methodologies/recommendations that meet sample task requirements. Each response to a sample task is limited to a total of [insert number of pages] pages.

(2) The offeror must provide a matrix of recent corporate experience as shown on Table 1, Matrix of Corporate Accomplishments". This section is limited to a total of [insert number of pages] pages. This information will be used to evaluate past performance and systemic improvement.

(d) Past Performance Volume. The past performance volume will contain a description of the offeror's Government contracts (both prime and major subcontracts) received during the past three years, which are in any way similar to the effort required by the solicitation. The description should include, as a minimum, the following information: the offeror's CAGE and DUNS numbers; contract number; contract type; awarded/estimated price; Government points of contact; a brief narrative of the work required and similarities with the requirements of this solicitation. This information will be used to evaluate such areas as quality of product or service, schedule and cost control, personnel retention, and business and customer relationships.

(e) Management Volume.

(1) Section I - Management Plan. The offeror must provide a detailed management plan that will be followed during contract execution. The offeror's management plan must include the proposed lines of responsibility, authority, and communication through which the tasks will be managed, and the procedures to be taken to insure quality control and cost control. The management plan will also discuss the methods by which source documentation provided by the Naval Air Systems Command will be protected and controlled. The offeror must maintain a facility cleared for storing material at the level required by the DD Form 254 (if applicable), if this task is required by the contract. The offeror must define the proposed organizational structure (including responsibilities, WBS, and reporting structure) for the project, how personnel will be assigned from task to task throughout the contractual period, and how the proposed project team will interface with both the offeror's corporate structure and with the NAVAIR command structure. The offeror must propose policies and procedures for managing and directing the effort for standardization, productivity, quality, cost control and cost management. Also, describe the plan for early identification and resolution of problems. This section is limited to [insert number of pages] pages.

(2) Section II - Manpower Utilization Matrix. Offerors must provide a manpower utilization matrix in labor category sequence for all personnel proposed for all labor categories for the base year and all option years in the format in Table II, "Manpower Utilization Matrix". The offeror shall not propose less than [insert number of hours] hours per year for any person listed in the manpower utilization matrix. The offeror should subtotal the labor hours identified in the manpower utilization matrix for labor categories of both the prime and subcontractor. If an individual is proposed as a contingency hire, it must be so noted. New hires may not be proposed. A contingency hire is defined as an individual who has signed a commitment to work in the event that the contract is awarded to the offeror. A new hire is defined as an unspecified person to fill an empty billet who is not identified as a current employee of the offeror or as a contingency hire. The manpower utilization matrix does not have a page limitation.

(f) Price/Cost Volume.

(1) The following information must be provided in the cost proposal for each resume required to be submitted in the management proposal: estimated annual salary; total estimated annual hours; and total estimated hours to be worked under the proposed contract. Failure to provide this information may impact the Government's evaluation of contractor's proposals. If this information is proprietary to subcontractors, it may be provided in a separate sealed envelope; however, it must be easily identifiable and readily combined with the rest of the proposal.

(2) Composite rates are required for any labor categories for which more than one company's personnel are proposed. The composite rate information must consist of specific rates provided in the format of Table III for the initial year and each option year for the offeror and all subcontractors. Individual consultants must be proposed as subcontractors. Cost proposals shall not differentiate between on-site and off-site rates. The proposal shall clearly demonstrate the individual cost elements from which the composite rate is developed.

(3) The Offeror must propose one fully burdened, fixed hourly rate per labor category by completing Section B of the RFP. Proposals must be submitted for the total maximum hours, by labor category, shown in Section B, and in the format set forth in Table IV.

(4) Tables III and IV must be consistent and demonstrate a clear understanding as to how both prime and subcontractor hours and rates were derived. Inconsistencies in the proposal between prime and subcontractor hours and rates will be considered a high performance risk to the Government.

(5) All proposed costs must be adequately supported. The proposal must include sufficient background to show derivation. If the cost proposal cannot be understood, it may result in the entire proposal being found to be unacceptable and thus eliminated from the competition.

(g) Table Formats.

TABLE I
MATRIX OF CORPORATE ACCOMPLISHMENTS

The offeror must provide a chronological matrix of recent corporate contract experience in performing tasks similar to those described in the solicitation. Include the experience of all subcontractors, joint venture participants and teaming participants, but list them separately. For experience not acquired as a prime contractor, identify the prime contractor and describe the depth and extent of the work you performed, to include the percentage of the total contract dollar value performed by your employees. If experience was through other than a formal contract, provide a complete narrative explaining the circumstances. The offeror must describe the relevancy of it's corporate experience to this proposed contract and describe how this proposed contract will benefit from the offeror's initiatives in systemic improvement. The matrix must be in the following format. Include a description/discussion of how the task was proposed/accomplished and results of the final report.

Period of Performance	Contract Number	Name & Address of Contracting Activity	Name & Phone No. of Government Contracting Officer	COST	Description of Task Performed

TABLE II
MANPOWER UTILIZATION MATRIX

RFP Category	Offeror Comparable Labor Category	Employee Name	Employer	Contingency Hire: Yes/No?	Hours Proposed

TABLE III
THE RATES USED IN HIS ATTACHMENT ARE ONLY A SAMPLE
FULLY BURDENED HOURLY RATE

	Note 1				Note 2	Note 3	Note 4				
	(A)	(B)	(C)	(D)	(E)	(F)	(G)				
							[E=Base]		RFP		Section B
		[A*1.02]	[B*.35]	[B*.25]	[B+C+D]	[E*.02]	G&A	Hours			Fully
Labor Category Program MGB	Base Labor Rates	Base + Esc Esc @ 2%	Overhead @ 35%	Fringe @ 25%	Subtotal	Profit @ 2%	10% Prime 5% Sub	Subtotal	Per Person	Subtotal	Burdened Hourly Rate
PRIME											
W. Wright	20.00	20.40	7.14	5.10	32.64	.65	3.26	36.55	1,000	36,550	36.55
O. Wright	21.25	21.68	7.59	5.42	34.69	.69	3.47	38.85	1,200	46.620	38.85
A. Bell	19.80	20.20	7.07	5.05	32.32	.65	3.23	36.20	1,100	39,820	36.20
								3,300 122,990	$37.27*		
SUBCONTRACT											
T. Edison	47.65	Note 4			47.65		2.38	50.03	1,300	65,039	

E. Whitney	44.56	Note 4			44.56		2.23	46.79	1,100	51,469	
					Note 5		2,400	116,508	$48.55*		
							5,700	239,498	$42.02**		

*For evaluation purposes only.
**Only this rate will appear in Section B.

Note 1: Current annual salary is required only if the employee is currently employed by the offeror or subcontractor. If the employee is a contingency hire, the offeror or subcontractor must include the agreed to annual salary of the prospective employee.
Note 2: For purposes of this example fringe is broken out of the overhead rate and applied separately. Overhead and fringe shall be displayed in accordance with the contractor's approved accounting system.
Note 3: For purposes of this example profit is not applied to G&A expense.
Note 4: G&A for the prime is applied to the prime's employees only. G&A for the sub is applied to the sub only.
Note 5: The rates for subcontractors shall be consistent with those in Table III.

The hours must be consistent between the prime's proposal and the subcontractor back-up data.
The G&A column may be used for burdening the subcontractor fully burdened labor rate with G&A, profit and/or handling charges. Complete cost details shall be fully disclosed.
TABLE IV
FULLY BURDENED FIXED LABOR RATE SUMMARY

(1)	(2)	(3)	(4)	(5)	(6)
		Direct	Indirect	Uncompensated	Total
RFP	*Hourly	Labor Hrs	Labor Hrs	Overtime Hrs	Hours
Category	Rate	Per Year	Per Year	Per Year	Per Year
(Sample)					
Prog Mgr	$37.27	1,800	280	104	2,184
Sr Analyst	$38.22	1,880	200	0	2,080
Tech Typist	$26.14	1,920	160	0	2,080

*The rates used in this attachment are only a sample.
(3) Hours to be billed directly to a specific contract excluding uncompensated overtime hours.
(4) Hours not billed directly to a specific contract. (Could include Bid and Proposal, work, vacations, holidays, sick leave, etc.)
(5) Uncompensated overtime hours.
(6) The sum of columns 3, 4 and 5 must equal the total number of hours per year (column 6) to be billed by this employee directly or indirectly on all contracts.

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5252.215-9522 This clause has been replaced with the fully tailorable Section L provision below. The Specialist must fill-in the provision number after the L-__ (i.e., number as L-1, L-2, L-3, etc.), and add the date that the clause was tailored.

.
USE: The following provision provides a tailorable provision for use in Section L for competitive Source Selection Classification B or C using a Best Value award basis for solicitations for supplies or non-Contract Advisory and Assistance Services (non-CAAS) which will result in predominately firm fixed price CLINs and/or contracts. All sections of the provision are tailorable (edit, add, delete), highlighted areas are those that must be modified to reflect specifics of the procurement. At a minimum, Specialists are required to tailor the content of the provision to reflect the specific requirement both in terms of desired proposal format and detailed evaluation factors. Use in conjunction with NAVAIR provision 5252.215-9531. This is not intended to be used for SeaPort-e procurements..
Note: Approvals required for revision (tailoring) per the Clause Instruction, CCI 4200.4275.1C are not applicable to this solicitation provision except for revisions that: have a significant cost or administrative impact to the offerors, increase financial liability to the Navy, or result in deviation to the FAR/DFARS/NMCARS) .

L-[__] CONTENT OF PROPOSALS (SUPPLIES OR SERVICES)(DATE)

PART A GENERAL INSTRUCTIONS

1.0 GENERAL

Offerors are required to submit sufficient information concerning the following areas to enable Government personnel to fully ascertain capabilities of the offeror to perform the requirements. The proposal must be sufficient in detail and scope to permit evaluation and provide the evaluators a clear understanding of the offeror's approach, expertise, experience and capability as required by the solicitation. All proposals must clearly and convincingly demonstrate that the offeror has a thorough understanding of the requirements, associated risks and is able, willing and competent to devote the resources necessary to meet the requirements and has valid and practical solutions for all requirements and potential risk areas. Respond to all requirements of the solicitation. Do not alter or rearrange the solicitation. The burden of proof for all the evaluation factors identified in this solicitation rests with the offeror. The offerors are advised that the Government may incorporate into the final contract enhancing features included in the Offeror's proposal deemed beneficial to the Government. With the exception of the Price volume, no cost or pricing information should appear in any other volume. Alternate proposals [are/are not] acceptable.

In presenting material in the proposal, the offeror is advised that quality of information is more important than quantity. Clarity, brevity, and logical organization should be emphasized during proposal preparation. It is the responsibility of the offeror to present enough information to allow the various work efforts, support, and management approaches, as well as price, to be meaningfully evaluated without discussions. Statements that the prospective offeror understands, can or will comply with the specifications, and paraphrasing the requirements or parts thereof without supporting information are considered inadequate and may render a rating of unsatisfactory. For the purpose of this acquisition, relevance is defined as something that has a logical connection with the matter under consideration. Such aspects or relevance include the type of effort (e.g. development, production, repair), the type of requirements (e.g. weapon systems, information systems, engineering services, scheduled depot maintenance), service similarity, service complexity, contract type, contract dollar value, the division of the company that will perform the work, and participation of Principal Subcontractors, Team Members, or Critical Team Members.

The offeror must include any data necessary to illustrate the adequacy of the various assumptions, approaches, and solutions to problems. Failure to clearly and positively address a specific factor or subfactor may be considered a deficiency. There is no need to repeat information in more than one volume if an overlap exists; the detailed information must be included in the most logical place and summarized and referenced in other areas. Unnecessarily elaborate brochures or other presentation materials beyond that sufficient to present a complete and effective proposal is neither necessary nor desired.

Offerors are expected to comply with all requirements of the RFP. The Government advises offerors that taking exception or deviating from any term or condition of the RFP may make an offer unacceptable, and the offeror ineligible for award, unless the RFP expressly authorizes such an exception or deviation with regard to that specific term or condition. The Government may consider any exception or deviation to any term or condition of the RFP that is not expressly authorized by the RFP to be a deficiency, as defined in FAR 15.001.

Throughout these instructions, "Principal Subcontractors" are defined as a subcontractor who provides at least 10% (10% is a benchmark and may be changed) of the proposed total cost/price (excluding the offeror's profit/fee), for the contract. Team Members are the entities that make up a joint venture or any other partnership or teaming arrangement that is formed for the purpose of responding to this solicitation. Critical team members are entities of the offeror that perform a critical function in the performance of the resulting contract, whether it is technical or financial, and/or have important roles in any high or medium risk areas identified in the offeror's proposal.

2.0 PROPOSAL FORMAT

Written proposals must be formatted using a Times New Roman 12 pt normal font (no reduction permitted), single-spaced with 1-inch margins all around, and formatted for standard 8.5 x 11 inch paper. All pages should be numbered with section and page numbers. When foldout pages are used they must not exceed 11 x 17 inches and will be counted as 1 page. Drawings may be provided separately and may be any size but should be folded to approximately 8.5 x 11 inch standard size and will count as 1 page. Graphs shall be presented in no smaller than a 10 pt font and should contain a grid, which allows values to be read directly from the graph to the same accuracy

that a 10 x 10 to the ½ inch grid provides. Graphic resolution should be consistent with the purpose of the data presented.

The offeror will provide one complete copy of the written proposal to the PCO as electronic files fully compatible with Microsoft Office 2000 and for information not supported by MS Office products, with the latest Adobe Acrobat reader on a CD-ROM. The offeror will ensure that the Price Volume is provided on a separate CD-ROM. Each CD-ROM is to be labeled for content and the Offeror's name. If a discrepancy exists between the original paper copy of the proposal and the disk copy, the paper copy will take precedence.

Optional Format Language:
The offeror must present its proposal information in a manner that facilitates a one to one comparison between the information presented and this Proposal Instruction. Proposal information must be structured such that its paragraph number/letter is identical to the Proposal Instructions paragraph number to which it is responding, although the offeror may add lower tier subparagraphs. The offeror must provide reasons it will not provide information for a particular paragraph. The proposal information instructions are structured by paragraph numbers where first, second, third and fourth parts correspond to the volume, book, section, and element, etc., in offeror's proposal.

3.0 PROPOSAL CONTENT AND VOLUMES

Each volume of the proposal shall be submitted as one original and additional copies as specified in the table below. Submission of all volumes of the Original proposal to the address provided in section 4.0. will determine timeliness of receipt. Page limitations for each volume if any, are also specified in the table below as follows (title and table of contents pages do not count towards page limit). Proposal pages beyond a specified maximum limit, if any, will not be reviewed as part of the evaluation.

Information submitted as an Annex to the proposal includes manuals, specifications, plans, procedures, and policies that exist as an official document of the company or facility, as well as other information requested in Part B Specific Instructions. Annexes do not have page limitations. The authorized Annexes are summarized in the table below.

Volume Number	Volume Title	Written Page Limit	Copies Required
1	EXECUTIVE SUMMARY	TBD	1 Original/TBD Copies
2	TECHNICAL	TBD	1 Original/TBD Copies
3	EXPERIENCE	TBD	1 Original/TBD Copies
4	PAST PERFORMANCE	TBD	1 Original/TBD Copies
5	PRICE	TBD	1 Original/TBD Copies
6	EXCEPTIONS, DEVIATIONS AND WAIVERS	TBD	1 Original/TBD Copies
Annex # 1 (If needed)	TBD	As needed	1 Original/TBD Copies

Each volume must contain the following information:
Cover and title page
Title of proposal and proposal number as applicable
Offeror's name, address and POC
RFP number
Proposal volume/book number
Copy number
Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements)

Use tabs and dividers

The offeror shall submit a Cross Reference Matrix (CRM) for the Technical Volume, similar to the example below, to help ensure that all solicitation requirements are addressed and to facilitate the evaluators' review of the offeror's proposal. The CRM should be a single integrated matrix and cross-reference the proposal volumes and paragraphs to specific RFP requirements, as well as other parts of the proposal that contain relevant information. The offeror's CRM may be identical to the example below or revised such as to add columns to indicate the page number on which information may be found, identify where other relevant information in the proposal is located, or provide other comments. The CRM does not count against any of the proposal page limitations.

EXAMPLE OF A CROSS REFERENCE MATRIX (CRM)

Section L – Proposal Instructions	Government PWS/SOW	Section M – Evaluation Factor	Offeror's Proposal Reference	CLIN Reference
Volume 2 Technical	Example: Para 3.1 Note: This column shall address all paragraphs in Sections xx and xy of the Performance Specification	2.A	Provide reference to your Proposal Volume I - Technical. Example: Refer to appropriate page number in your written proposal	
Volume 2 Technical				
Volume 2 Technical				

4.0 PROPOSAL SUBMISSION:

Clearly mark all packages with the solicitation number. The submission date for all Volumes, shall be no later than the date and time specified in Block 9 of Standard Form 33 of the RFP. However it is requested that the Volume 4, Past Performance information in paragraphs 4.1 and 4.2 and the Volume I, Executive Summary "Offeror's Summary Table", 1.0 (ii) should be submitted three weeks prior to the submission date/time specified on Standard Form 33 (Block 9).

Proposals shall be submitted via United States Postal Service or through a commercial carrier using the address provided below. Proposals are not to be submitted by facsimile or electronically via email.

Naval Air Systems Command
Code: AIR-2.XXXX (Specialist's Name)
Complete rest of address
Solicitation Number: XXXX

Hand carried proposals may be delivered to the address above, attention (PCO) and/or (Specialist).

5.0 PROPOSAL PACKAGING:

The offerors shall package the proposal volumes in cartons or equivalent packaging containers in the most efficient manner possible grouping like volumes to the maximum extent possible. Also each carton shall be single person portable. However, the Master Set, as described below, shall be packaged separately and marked as the Master Set. Each box should include a packing slip detailing the contents to include the volume number, title, and copy number. Also, each box should be stamped or marked "For Official Use Only" and "Source Selection Information -- See FAR-2.101 and 3.104". The Master Set shall include all original proposal volumes including the original/signed documents submitted as part of Volume 1 Executive Summary.

6.0 CLASSIFIED DATA

All proposals must be UNCLASSIFIED

7.0 SOLICITATION CHANGES

For any changes and additional information for the solicitation please go to website:

http://www.navair.navy.mil/doing_business/open_solicitations
(specialists may need to revise website information depending on business unit website address)

PART B SPECIFIC INSTRUCTIONS

1.0 VOLUME 1 –EXECUTIVE SUMMARY

Note: This volume shall not contain any reference to cost or price aspects of the offer.

The purpose of the Executive Summary is to provide the evaluators with an overview of the Offeror's proposal and strategy. The Offeror shall include the following in this volume:

i. A concise abstract of the offeror's strategy for each of the evaluation criteria contained in the solicitation.
ii. Offeror Summary Table: The offeror shall complete the table below. The offeror should include all subcontractors and team members who will be involved with the performance or management of the program work and should list all sites where the work will be performed. If a teaming or subcontracting arrangement is proposed, identify the work share, distribution elements, and ratios that each contractor will perform using the table below. Also provide a definition of the legal relationship between the entities if it is other than a Prime/subcontractor relationship.

Contractor Name (Indicate Prime, Team Member or Sub)	Place of Performance/DUNs #, if applicable	Brief Work Description and/or Program Responsibility	% of Total Proposed Price

iii. Signed SF33 for basic solicitation and each amendment
iv. Signed Representations, Certifications and Acknowledgements or OnLine Representations and Certifications Application (ORCA) reference
v. Affirmation of no Exceptions, Deviations or Waivers if Volume 6 is not being submitted as part of the proposal.

2.0 VOLUME 2 - TECHNICAL

Note: This volume shall not contain any reference to cost or price aspects of the offer.

2.1 The offeror shall provide all information and data required to conduct a thorough and complete technical evaluation. The offeror shall address the following in the proposal:

Examples of subfactors emphasis areas to be addressed by the offeror. Open architecture, system architecture design, system performance, system design and qualification test, logistics & technology, integration & installation, technical capability, schedule, risk assessment, management and mitigation plans, product quality assurance and reliability, management approach, resources, hardware and software configuration management, acquisition logistics support, commonality etc. Specialists should work with PMA to ensure latest guidance from ASN and OSD with regard to evaluation criteria are considered.

2.1 If this is a full and open competition, the following language is offered for the small business utilization strategy whether a factor, subfactor or emphasis area. This language should be tailored to the specific procurement utilizing the small business office for assistance:

(1) Strategies for using Small Business (SB) Concerns which consist of Small Business, Small Disadvantaged Business (SDB), Women-Owned Small business, HUB Zone Small Businesses, Veteran-Owned Small Business, Service-Disabled veteran-Owned Small Business Concerns as well as Historically Black Colleges or Universities and Minority Institutions (HBCU/MIs). Large Businesses (unless exempt pursuant to FAR 19.702) shall address their strategies for utilizing Small Business (SB) Concerns and HBCU/MIs in the performance of this contract, whether as a joint venture, teaming arrangement or subcontractor. (This strategy is separate from, but shall be consistent with, the Small Business Subcontracting Plan.) Additionally, pursuant to FAR 19.1202, all Offerors (Large and Small Businesses) shall address their strategies for utilizing Small Disadvantaged Business (SDB) concerns in the performance of this contract. In describing its overall strategies for this contract, the Offeror shall, as applicable:

(a) Describe its approach to identifying SB Concerns, SDB Concerns, and HBCU / MIs;
(b) Describe the extent of participation of SB Concerns, SDB Concerns, and HBCU / MIs on this contract, especially as principal subcontractors;
(c) Describe the extent of commitment to use such SB Concerns, SDB Concerns, and HBCU / MIs;
(d) Describe the complexity and variety of the work SB Concerns, SDB Concerns, and HBCU / MIs are to perform;
(e) Demonstrate that its SB Concerns strategy is consistent with its SB Subcontracting Plan.
(f) Provide targets, expressed as dollars and percentages of total contract values for Small Disadvantaged Business participation. Targets of subcontractors must be listed separately.
(g) Demonstrating Realism through Submission of Reports: To demonstrate the realism of the utilization plan, the Offerors shall provide copies of three final or most recent SF 294s for the most current three relevant contracts, that best demonstrate the offerors ability to achieve the proposed subcontracting goals. If the Offeror is a participant in the DoD Comprehensive Subcontracting Test Program, they shall provide copies of three final or most recent SF 295s. Explain how the results shown in the recent SF 295 demonstrates the realism of the plan.

(2) SB Subcontracting Plans: The Offeror (Large Business only) shall provide its SB Subcontracting Plan conforming to the requirements of FAR 19.7 and DFARS 219.7 as Annex 1. If the Offeror is a participant in the DoD Comprehensive Subcontracting Test Program specified in DFARS 219.7, the Offeror shall describe how SB participation on this contract will contribute to its overall Comprehensive Subcontracting goals. Offerors shall describe its specific efforts to ensure the resulting contract meets or exceeds proposed goals. These efforts shall include, but are not limited to: sponsoring program specific outreach programs and industry conferences, establishing Mentor-Protégé relationships with SDB and using the NAVAIR SUBNet website http://www.navair.navy.mil/osbp to locate small business concerns and to post requirements.

(Note: The subcontracting plan of the successful Offeror(s) will be reviewed and approved by the PCO prior to contract award. See FAR 19.702 Statutory Requirements (a)(1) regarding failure of the apparent successful offeror to negotiate and submit a Plan acceptable to the Contracting Officer.) The successful Offeror's subcontracting plan will be incorporated as an attachment to the resultant contract.

(3) SBIR Program: Offerors shall also describe its use of the SB Innovative Research (SBIR) program to insert new technologies into the proposed end item.(Note to specialists -- only include if applicable to the procurement).

3.0 VOLUME 3 EXPERIENCE: (Note to specialist -- Experience is not a required factor and is included as an example only. Delete or tailor as applicable).
Note: This volume shall not contain any reference to the cost or price aspects of the offer.

In this Volume, provide information that describes the offeror, the offeror's principal subcontractors' and critical team members' (as defined in Part A, Section 1.0) experience similar to that required for the instant contract. Offerors will include their experience in any joint ventures, single legal entity arrangements as well as acting as an independent prime. Identify the period of time and the related contracts. In general, recent experience will be considered more relevant than older experience. Provide an experience summary table, which lists the offeror's reference contracts on one axis (most recent contract to oldest) versus the areas identified in the paragraphs below. In addition, provide a copy of the Offeror's Summary Table requested in Part B, Section 1.0, however, the column entitled "Approximate % of Total Proposed Price" is not needed for this volume.

In the following paragraphs, specifically describe and provide examples of experience, which demonstrates the offeror's ability to perform each of the tasks identified below as implemented by the Offeror's approach. In addition, explain why the experience should be considered relevant and the degree of relevance that the experience has to the solicitation requirements. Specifically describe and compare the type of work, scope of effort, and the product/technology involved. Identify the period of time and the related contracts, as applicable. For each example, provide the contract number and title of the program, and dates under which the experience was gained. Where the Offeror lacks experience in the tasks below, describe the associated risks when considering the proposed technical approach and describe the plan to compensate for these risks.

Note: Ensure that experience that is identified for the proposed Prime or Subcontractor applies to the proposed roles and responsibilities of that Prime or Subcontractor; e.g. Subcontractors do not perform subcontract management and therefore their experience in subcontract management would be irrelevant, or a Subcontractor assigned to perform Non-Destructive Test/Inspection has much experience in software development, but its software development experience would not be relevant because someone else would be doing that type of work.

3.1. Emphasis area in Section M, Experience Evaluation Criteria and further breakdown if deemed necessary. Examples include management, including program management and subcontractor management of similar programs. In addition to the information requested in the lead–in paragraph above, describe as applicable the extent to which the Offeror's proposed management team and the Offeror's Subcontractors/team have previously worked together to deliver products. Where possible, include examples of programs that used the same subcontracts, and examples of programs that have been managed by the same program management team and/or program manager proposed for this program. This information need only be provided for the prime Offeror. Also, describe the extent to which the Offeror and the Offeror's Subcontractors/team members have worked with Government program teams and Government contracting teams, including NAVAIR . Other examples include integration experience, installation experience, performing supply and on-site depot support for similar a/c platforms).

4.0 VOLUME 4: PAST PERFORMANCE

4.1 General

The offeror shall identify contracts whose performance is within five years of this proposal submission and contains efforts similar to those efforts, e.g., tasks, contract type, location, contract dollar value, etc., required by this solicitation for you, your principal subcontractors, and critical team members. Commercial contracts may be included. List the contracts from the most relevant to the least relevant. In general, recent performance will be considered more relevant than older performance. These contracts should be the same contracts identified in the Experience Volume but only those that are within five years of this proposal submission. When possible, these contracts should include at least five of the most relevant contracts for the Prime Contractor, five of the most relevant contracts for each Critical Team Member, and two of the most relevant contracts for each principal subcontractor (as defined in Paragraph I, General Instructions). If proposing as joint venture/single legal entity (JV/SLE), the offeror should provide the 5 past performance references for the JV/SLE. If less than the 5 past performance references are available for the JV/SLE, each member of the JV/SLE should individually submit the 5 references in addition to their JV/SLE references.

For each contract identified, provide contract data, relevancy, past performance and systemic improvement information as described below. Demonstrate the relevancy of the Offeror's, and if applicable, the Offeror's principal subcontractors' or critical team members' past performance and systemic improvements with respect to the solicitation requirements. For each past performance problem identified, describe the status of the systemic improvement efforts and, where applicable, demonstrate the impact that the systemic improvement effort had on resolving the problem such that it would not reoccur.

For contracts that have CPARs that are more than 6 months old, i.e., the completion date is more than 6 months before the due date for this Past Performance Volume; the offeror will forward a copy of the CPARs Update Questionnaire (Attachment 1) to that contract customer's Program Manager. For all contracts identified which do not have CPARs, the offeror will forward a copy of the Past Performance Questionnaire (Attachment 2) to that contract customer's PCO, Administrative Contracting Officer and Program Manager. All questionnaires shall be forwarded within two weeks from the RFP release date with enough lead-time so that responses can be received by the Government concurrent with the Government's receipt of the offeror's Past Performance information submitted as per paragraph 4.1 and 4.2 The offeror shall include instructions for the customers to send completed questionnaires within two weeks of it's receipt via e-mail to [Enter PCO Name] PCO, at Email [Enter PCO E-mail

Address] or via fax number [Enter PCO FAX Number], thereby allowing the customer approximately 2 weeks to complete their response. This submittal information is provided at the top of the questionnaires to facilitate the offeror's effort in meeting these instructions. The offeror shall not conduct follow-up actions with regard to this questionnaire. The Government will ensure that the customers have received and will respond to the questionnaires. The Government may send any other questionnaires as necessary.

Offerors shall provide written consent from their principal subcontractors and critical team members that will allow the Government to coordinate their Past Performance issue(s) with you as the Prime offeror. If Offerors do not submit such written consent, then the Government will address any past performance issues directly with the principal subcontractor or critical team member and the Offeror will forfeit the opportunity to participate in any related discussions. Consequently, for any principal subcontractors and critical team members that do not provide such written consent, provide a point of contact (name, address, phone number, and email address) with which the Government may coordinate these issues and obtain any responses as needed.

Offerors are reminded that the Government may use information other than that provided by the offerors in their proposals to evaluate past performance. The Government may use Past Performance information obtained from sources other than those identified by the offeror. The Past Performance Information Reporting system (PPIRs) will be the primary method used to evaluate Past Performance. It is incumbent upon the offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of providing thorough and complete past performance information remains with the Offeror.

(a) Contract Data

Provide all the information identified below separately for each contract. Additionally, provide this information electronically as a separate file on CD-ROM, which contains your Past Performance proposal in a Word Table in the format depicted below:

		Relevant Contract Data						
	Prime (P), or Sub (S)							
1.	Contractor Name	P1	P2	P3	P4	PX	S1	SX
2.	Title of contract							
3.	Contract number/type							
4.	Procuring agency							
5.	Description of product or service							
6.	Period of performance							
7.	Place of performance 1 and CAGE Code/ DUNs #							
8.	Dollar value of contract							
9.	Acquisition Phase(s) of Contract, e.g., SDD, Production							
10.	CPARs? - CPAR completion date - on DOD PPIRS? 2							
11.								
12.	Relevancy 3							

1 - Place of Performance should be the same as being proposed in this solicitation. If different please include an explanation.

2 - CPARs (yes/no) - CPAR completion date - on DOD PPAIS (yes/no) (Indicate whether or not any CPARS have been completed and identify the last CPAR completion date and if it is currently on DoD PPAIS)

3 - Relevancy - Concise assessment of the degree of relevancy the past performance for that contract has to the solicitation, identifying tasks and/or aspects of the effort undertaken on the contract that are relevant to the program. Also provide your assessment of the relevancy of the contract in terms of one of the following ratings: Somewhat Relevant (S), or Very Relevant (V).

Earned Value (If applicable): Provide earned value data generated for that contract, such as Cost Performance Report Format I, with variances, Cost Performance Index, and Schedule Performance Index. Identify if there were any Over Target Baselines or restructures, and how performance data was impacted. For CPAR data, explain significant differences between earned value measure and CPAR rating, e.g., Exceptional CPAR rating under Schedule and SPI of 0.85.

Award Fee (If applicable): Provide a summary of the award fee available and earned for each evaluation period over the past three years of an on-going contract, or last three years of a completed contract (both in dollars earned and percentage of available award fee received).

Small Business Concerns Participation Goals (if applicable): Note whether the contract met or exceeded small business, small disadvantaged business, small business HUB Zone, veteran-owned small business, service disabled veteran owned small business, women-owned small business participation and subcontracting goals.

(b) Relevancy

Offerors shall explain what aspects of the contract are deemed relevant to the proposed contract. At a minimum, identify key or critical tasks of the solicitation and indicate the relevancy of the "past performance" contract to these tasks. Also identify where contract performance took place and provide rationale why it is relevant to the solicitation if the location is different from where the related effort is proposed to take place.

(c) Past Performance Information

Offerors shall provide a brief description of performance in delivering quality products in each of the following areas: 1) meeting technical requirements, i.e., the quality of technical performance, e.g., performing analysis, design, testing, etc., 2) meeting schedule requirements, i.e., schedule performance, e.g., on time or late delivery, modification of original schedules and reasons for any changes, etc., 3) controlling contract cost, i.e., cost performance, e.g., on time or late delivery, modification of original schedules and reasons for any changes, etc., and 4) managing the contracted effort, i.e., program management, e.g., cooperation with customer, subcontract management.

(d) Systemic Improvement Information

Identify those systemic improvement actions taken to resolve past problems. Describe the techniques, elements, and tools used to correct problems and, if applicable, how these techniques, elements, and tools will be used during this contract.

4.2. Past Performance Data Requirements

Provide all the information identified below separately for each contract. Provide a summary of the Customer's Points of Contact in a MS Word Table using the format below which is illustrated with an example. Include an electronic copy of this table in MS Word on a CD.

1. Offeror's Name (Prime, Principle Sub, or Critical Team Member, JV/SLE, JV/SLE Member)	1. Contract #, 4. Offeror's Role (e.g. prime or sub)	Customer's Name	1. CPARS? Recent? 2. Questionnaire # __ Sent? 3. For Subs - Agreement to allow Coordination with Prime?	Point of Contact's Name; Phone Number, Fax Number and E-mail address
AB (prime)	1. N009, 4. Prime	RYP	1. CPARs: No 2. Questionnaire #1: - Sent 5/4/05 3. N/A	Al (PM) 444-444-4444, fax 555-555-5555, Al@RYP
			1. CPARs: No 2. Questionnaire #2: - Sent 5/4/05 3. N/A	Sue (PCO) 333-333-3333 fax 222-222-2222 Sue@RTP
			1. CPARs: No 2. Questionnaire #3:	Joe (ACO) 111-111-1111

			- Sent 5/4/05 3. N/A	fax 888-888-8888 Joe@ RYP
AB (prime)	1. N008, 4. Sub	L&M	1. CPARs: Yes/No 2. Questionnaire # 1: - Sent 5/4/05 3. N/A	Sue (PCO) 333-333-3333 fax 222-222-2222 Sue@AB
NNB (sub)	1. N007, 4. Prime	RST	1. CPARs: Yes/Yes 2. Questionnaire: - Not Sent 3. Agreement: Yes	Sue (PCO) 333-333-3333 fax 222-222-2222 Sue@NNB

5.0 VOLUME 5 PRICE PROPOSAL (Note to specialist - Price volume content should be tailored to reflect the applicable elements for the specific procurement)

5.1 Volume Content:

(a) This Volume shall contain the information requested below and shall include a copy of Section B with the Contract Line Item (CLIN) and Sub-CLIN Unit Prices and for evaluation purposes, the Total Prices filled in (Supplies and/or Services and Prices and/or Costs) using the estimated quantities value in the solicitation and the instructions below. Offeror's labor classifications should cross-reference to Department of Labor (DOL) wage determination classifications as much as possible. In addition, the offeror shall provide a percentage breakdown of the Contractor indirect costs and burdens added to the Government estimates for any and all Cost Reimbursable CLINs in section B of this document. Section B prices shall be provided separately in one (1) digital data copy in MS Office 2000 Excel format on CD-ROM media. Within all Excel spreadsheets, the offeror shall use formulas and functions to the maximum extent possible and avoid using output type " value only" cells. If links are utilized, supply those referenced files. Spreadsheets shall not be protected.

(b) All price and price supporting information shall be contained in section B and the price proposal. No price or pricing information shall be included in any other technical volume including cover letters. Offerors are responsible for submitting sufficient information to enable the Government to fully evaluate their price proposal.

5.2 Ground Rules and Assumptions:

(a) As this is a competitive acquisition with adequate price competition anticipated, the price documentation requested is not considered cost or pricing data and shall not be certified in accordance with FAR 15.406-2. However, in the event that adequate price competition does not exist after receipt of proposals, the PCO will need to obtain cost or pricing data pursuant to FAR Part 15.

(b) The cost of general purpose items required to conduct normal business operations will not be considered allowable Other Direct Charges in the performance of this contract. The following types of general purpose costs required to conduct normal business operations are not directly reimbursable: the cost and associated costs for telephones and telephone charges (except for project-related telephone charges for performance of this contract which, per contractor's DCAA-approved accounting system, may be directly reimbursed under communication expenses), modems, typewriters, reproduction machines, word processing equipment, personal computers, computer software, Internet access charges, facsimile machines, commercial carrier charges, pagers, and other general purpose office equipment and office supplies.

(c) The offeror shall provide sufficient information to support its price as well as an explanation of all ground rules and assumptions that affect the price estimates. Any apparent imbalances in the pricing, high or low proposed prices as compared to historical data, or any other anomalies should be fully explained. Topics to be addressed include, but are not limited to, investments, programmatic variables (e.g., inflation/escalation, location, make/buy decisions, prime/subcontractor relationships, and business base concerns), etc.

5.3 Price Information:

(a) Reasonableness and Consistency between the Technical and Price Volumes. Demonstrate that the unit prices and the total evaluated price are reasonable and are commensurate with the work required by the solicitation and the technical and management approaches identified in the technical volume of the proposal. Show traceability with the CLINS, SubCLINs, the PWS, proposed effort, proposed manning levels, and the prices. Refer to specific sections in the technical volume as needed to illustrate the consistency between the Price and Technical Volumes. Any inconsistency between promised performance and price should be explained in the proposal as well as any appearance of unbalanced pricing.

(b) The Government is not soliciting any investments. However, in order to properly assess the proposed price that appears low due to a corporate decision proposed by the offeror to absorb costs, e.g. lower than usual burdens or rates, the offeror shall fully identify and explain any such investments.

(c) Identify the proposed prices for each contract line item number (CLIN) or Subcontract Line Item (SLIN) as specified in Section B of this solicitation. The offeror shall provide a fully burdened rate (i.e., "wrap-rate") for each CLIN/SLIN. The offeror shall sum up the proposed Total Prices by contract year, and provide a total overall price of the proposal using estimated quantities, and submit a complete Section B. For Fixed Priced CLINs/SLINs, the Schedule B Total Price is equal to the proposed unit price multiplied by the Section B Estimated Quantity for that CLIN.

(d) Direct/Indirect Rates: The offeror shall use and submit Forward Pricing Rate Agreements (FPRAs), Collective Bargaining Agreements (CBAs), and Area Wage Determinations (AWDs) if applicable. The offeror shall identify whether the labor rates proposed are FPRAs, CBAs, AWDs, ACO/DCAA recommended rates, or offeror proposed rates. The offeror shall propose in compliance with the current hourly rate set forth in the Department of Labor Wage Determination, and shall not be escalated for adjustments under the Service Contract Act.

(e) The offeror shall provide a schedule which contains the proposed burden rates by year for material, direct labor overhead, General and Administrative expense, fee/profit and any other applicable burden applied to direct cost elements. The Offeror shall also state the number of hours used in determining an employee work year.

(f) Offeror's labor classifications should cross-reference to Department of Labor (DOL) wage determination classifications as much as possible. In addition, the offeror shall provide a percentage breakdown of the Contractor indirect costs and burdens added to the Government estimates for the Cost Reimbursable CLINs in section B of this document.

(g) Demonstrate the reasonableness of the rates identified in any Fixed Hourly Rate CLINs. Describe the basis for the rates, showing its build up and skill mix.

5.4 Use of Government Furnished Property:

(a) If the offeror proposes/requires the use of Government Furnished Equipment (GFE) or Government Furnished Information (GFI) then the offeror shall provide:

A complete description of the required GFE/GFI including part number and serial number, if applicable

Where the GFE/GFI is to be located

The name, organization, complete address and telephone number of a cognizant Government point of contact

In the case of GFE/GFI accountable to other Government contracts, a copy of the correspondence authorizing use of such GFE/GFI on this contract

The monetary impact to the offeror's proposal if the proposed GFE/GFI is not provided as GFE/GFI
If none, so state

5.5 Other Costs

Identify additional costs, if any, that would be incurred in performance of this effort that has not been identified in the solicitation. Identify in detail the costs that would be incurred and describe in detail the performance that would cause these costs. Identify and justify reductions, if any, that the offeror believes should be applied by the Government to adjust the evaluated price. Also, describe any assumptions with regard to Government's actions (e.g. providing resources whether it be equipment or people) that enabled the proposed price to be lower and identify the amount by which it is lower.

6.0 VOLUME 6 - EXCEPTIONS, DEVIATIONS AND WAIVERS:

This volume must include a certification that it contains all exceptions, deviations, and waivers that the offeror takes from the provisions of the solicitation and its applicable documents. An exception is where an offeror states it will not comply with a requirement, usually involving contract terms and conditions. A deviation is where an offeror states it will not comply with a requirement but proposes an alternative to meet the intent of the requirement, usually involving a specification. A waiver is where an offeror requests authorization for the Government to accept an item, which will depart from, specified requirements, but would nevertheless be considered suitable. Exceptions, deviations, and requests for waivers may cause proposals to be considered deficient. An assumption or condition shall not be considered an exception, deviation, or request for waiver as defined herein.

Provide a detailed description for each exception, deviation or request for waiver. Indicate your difficulty with the applicable requirement and your proposed solution. Specifically identify the portion of the solicitation and your

proposal, which are affected. If there are no exceptions, deviations or waivers, provide a one page Volume 6 in the Executive Summary stating so.

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5252.215-9522 ALT I RESERVED

5252.215-9523 RESERVED

5252.215-9524 BASIS FOR AWARD

USE: Use in Section M in solicitations for RFPs.

5252.215-9524 BASIS FOR AWARD (JUL 1998)

(a) Award will be made to that responsible offeror proposing the lowest price for supplies or services meeting the requirements of the solicitation.

(b) All proposals will be evaluated for technical acceptability. Proposals that do not conform to the requirements of the solicitation may be rejected without further evaluation, deliberation or discussion. The low priced, technically acceptable offer submitted by a responsible offeror will be awarded the contract.

5252.215-9524 I BASIS FOR AWARD - ALTERNATE I

USE: Use in Section M in solicitations for RFPs for supplies that may involve a Single Process Initiative.

5252.215-9524 BASIS FOR AWARD (JUL 1998) - ALT I (JUL 1998)

Add the following paragraph (c):

(c) Previously approved SPI processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

5252.215-9525 RESERVED

5252.215-9526 RESERVED

5252.215-9527 RESERVED

5252.215-9528 RESERVED

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5252.215-9529 EVALUATION FACTORS FOR AWARD (SERVICES)

USE: Use 5252.215-9529 a provision substantially the same as this in Section M for IDIQ T&M service solicitations, unless information on personnel is to be submitted as a separate volume. Use with NAVAIR clause 5252.215-9520.

5252.215-9529 EVALUATION FACTORS FOR AWARD (SERVICES) (NAVAIR)(MAR 1999)

(a) Qualitative Factors. Qualitative factors (e.g., factors other than past performance or cost) relate to how the offeror proposes to meet solicitation requirements. Two evaluation measures will be used to rate qualitative factors: proposal rating, which will be rated as outstanding, highly satisfactory, satisfactory, marginal, or unsatisfactory; and proposal risk, which will be rated as low, medium or high. Proposal risk is the evaluated risk associated with the offeror's proposed approach to meeting the requirements of the solicitation for each of the non-cost evaluation factors, other than past performance. [Insert the relative importance of proposal rating to proposal risk.]

(b) Evaluation Factors. The two evaluation factors of technical and management are [Insert either "of equal importance to cost", "more important than cost", "significantly more important than cost" or "of less importance than cost".]. Each proposal will be evaluated qualitatively in accordance with the evaluation factors and subfactors set forth in this solicitation. A critical deficiency in any evaluation subfactor may result in the entire proposal being found to be unacceptable and thus eliminated from the competition. Prospective offerors are forewarned that a proposal meeting solicitation requirements with the lowest price may not be selected if award to a higher priced proposal is determined to be most advantageous to the Government. Strengths and weaknesses of the offeror's proposal, as well as performance risks, will be assessed in determining which proposal is most advantageous to the Government.

(c) Technical Subfactors. The technical subfactors are listed below [Insert either "in descending order of importance" or give the relative importance of each factor.]. The sample tasks set forth in [Insert where the sample tasks are located in the solicitation.] will be evaluated to determine the extent of the offeror's understanding of the Government's requirements. The special issues and problems associated with the performance of each sample task must be addressed clearly and completely in response to the requirements of [Insert where the sample tasks are located in the solicitation.].

[Insert technical factors and relative order of importance, e.g., in descending order of importance; of equal importance; one subfactor is "more important", "significantly more important", or "significantly less important" than another subfactor or group of subfactors.]

(d) Management Subfactors. The management subfactors are:

[Insert management factors and relative order of importance, e.g., in descending order of importance; of equal importance; one subfactor is "more important", "significantly more important", or "significantly less important" than another subfactor or group of subfactors.]

(1) Evaluation of the management plan will be based on a demonstration of sound business practices in response to the requirements of [Insert where the sample tasks are located in the solicitation.].

(2) Manpower Utilization Matrix. Evaluation of the manpower utilization matrix will be based on the adequacy of personnel proposed and their planned utilization. A large number of subcontractors, or a high proportion of contingency hires may result in a reduced rating.

(3) Personnel. Evaluation will be based on the extent to which personnel resumes submitted by the offeror reflect the education and experience required by the labor category descriptions (see Attachment [Insert attachment number.]). Annual salary will be evaluated to verify the offeror's clear understanding of the work to be performed and their capability to obtain and keep suitably qualified personnel to meet mission objectives. Unrealistic annual salaries and/or unrealistic fully burdened hourly rates may result in a reduced rating or proposal risk assessment.

(e) Past Performance. Each offeror will be evaluated on its past performance on Government contracts or subcontracts currently ongoing or completed within the last three years for similar products or services. The Government will focus on information that demonstrates quality of performance relative to size and complexity of the procurement under consideration. References other than those identified by the offeror may be contacted by the Government, with the information received used in evaluating the offeror's past performance. Information utilized will be obtained from the references listed in the proposal, other customers known to the Government, consumer protection organizations, Government organizations where the contractor presently or recently has held a contract, and other sources who may have useful and relevant information.

(1) Evaluation of past performance will be based on consideration of all relevant facts and circumstances. The evaluation will include demonstrated past performance in quality of product or service, cost control, schedule, business relationships, customer satisfaction, and key personnel retention.

(2) Corporate Experience. Evaluation will be based on the extent, depth and quality of recent corporate experience in performing the same or similar work. The offeror's (including subcontractor) past performance and systemic improvement will be evaluated. Particular emphasis will be placed on the degree to which the offeror's management can demonstrate a concise relationship between their past performance data and their systemic improvements. Evaluation of the factual evidence will verify that the offeror has adopted and applied the principles and techniques of continuous systemic improvement in managing its total business to improve upon past

performance. The evaluation may include contacting other customers of the offeror to obtain feedback regarding the timeliness and quality of past performance. Any risk associated with the offeror's ability to perform on the proposed contract, i.e., to meet technical requirements, deliver quality products and meet cost and schedule, will be assessed.

(f) Price/Cost.

(1) Price. The price will be evaluated on the Maximum Contract Labor Cost proposed for the base year and all option years. The maximum hours listed in Section B for each labor category will be multiplies by the proposed fully burdened hourly rate for that labor category to calculate the extended dollars for that labor category. The Maximum Contract labor Cost for each year is calculated by adding the extended dollars for all labor categories for that year.

(2) Cost. The cost proposals will be evaluated for reasonableness and realism. This evaluation may include consideration of actual salaries being paid for similar work under other contracts, Defense Contract Audit Agency audit information, and evaluation of compensation for professional employees.

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5252.215-9529 I EVALUATION FACTORS FOR AWARD - ALTERNATE I

USE: Use a provision substantially the same as this, in Section M for cost reimbursement service solicitations, unless information on personnel is to be submitted as a separate volume. Use with NAVAIR clause 5252.215-9520 Alternate I.

5252.215-9529 EVALUATION FACTORS FOR AWARD (MAR 1999) -ALT I (MAR 1999)

Replace paragraph (b) with the following:

(c) Technical Subfactors. The technical subfactors are listed below [insert relative order of importance, e.g., in descending order of importance; of equal importance; one subfactor is "more important", "significantly more important", or "significantly less important" than another subfactor or group of subfactors]. Technical Approach will be evaluated to determine the extent of the offeror's understanding of the Government's requirements, as set forth in the [insert where work requirements are in the solicitation, e.g., Section C, Statement of Work, Attachment _____, etc.].
__[insert technical factors]

Replace paragraphs (f)(1) and (2) with the following paragraph (f):

(f) The price will be evaluated based on total estimated costs, including indirect rates and profit, proposed for the base year and all option years. The cost proposals will be evaluated for reasonableness and realism. This evaluation may include consideration of actual salaries being paid for similar work under other contracts, Defense Contract Audit Agency audit information, and evaluation of compensation for professional employees.

5252.215-9530 EVALUATION FACTORS FOR AWARD (SERVICES)

USE: Use a provision substantially the same as this, in Section M in solicitations for IDIQ T&M service contracts where information on personnel is to be submitted as a separate volume. Use with NAVAIR clause 5252.215-9521.

5252.215-9530 EVALUATION FACTORS FOR AWARD (SERVICES) (MAY 1999)

(a) General. The Government intends to evaluate proposals and award a contract without discussions. Therefore, offerors are cautioned that their initial offer should contain the best terms from a technical and a cost or price standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The failure of an offeror's proposal to meet any given requirement of the RFP may result in the entire proposal being found to be unacceptable and thus eliminated from the competition. [insert one of the two following phrases: "One Contractor will be selected for award on the basis of its proposal being the most advantageous to the Government, price and other factors considered." Or "The Government reserves the right

to award multiple contracts for this contract requirement. The contractors will be selected for award on the basis that the proposals are the most advantageous to the Government, price and other factors considered."]

(b) Evaluation Methodology. All evaluation factors other than Price/Cost, when combined, are significantly more important than Price/Cost. The evaluation factors, Personnel, Technical, Past Performance, Management, and Price/Cost, are:

[insert the five evaluations factors and their relative order of importance, e.g., in descending order of importance, of equal importance; one subfactor is "more important", "significantly more important", or "significantly less important" than another subfactor or group of subfactors].

(c) Evaluation of Proposals. The Government shall evaluate the offerors' Personnel, Technical and Management Proposals using five qualitative rating definitions (Outstanding, Highly Satisfactory, Satisfactory, Marginal, or Unsatisfactory). Proposal risk shall also be assessed for the Personnel, Technical and Management evaluation factors using three descriptive rating definitions (High, Medium, or Low). The Past Performance portion of the proposal shall be assessed for performance risk using six definitions (very low, low, moderate, high, very high, or unknown). The Personnel, Technical and Management proposal risk assessments are equal in importance to the Personnel, Technical and Management qualitative ratings. Under Personnel, Technical and Management, proposal risk assessments will identify the risks associated with an offeror's proposed approach to accomplish the requirements of the solicitation. Under Past Performance, performance risk assessments of past performance will help predict how a contractor will perform based on contract performance on requirements of similar type, size, and complexity. Proposal information provided for one factor may be used in the evaluation or assessment of other factors if the Government deems it appropriate.

(1) Personnel.

(i) Evaluation will be based on the extent to which personnel resumes submitted by the offeror reflect the education and experience required by the labor category descriptions on a labor category and total labor hour basis. Other sources may be contacted to verify the resume contents. Education and experience may be evaluated more highly if education or experience exceed the minimum required in accordance with the labor category descriptions (See Attachment [Insert attachment number.] of Section J).

(ii) An analysis will be performed to determine whether an offeror's proposed compensation of personnel is realistic for the work to be performed and consistent with retention of proposed employees. This assessment may include, but is not limited to the following: actual salary comparisons for similar work under other NAVAL AIR SYSTEMS TEAM contracts, comparable civil service employee compensation, review of proposed amounts of uncompensated overtime, DCAA audit comparisons, an evaluation of benefit packages proposed, and an evaluation of compensation for professional employees pursuant to FAR Clause 52.222-46, "Evaluation Of Compensation For Professional Employees". The analysis may result in the assessment of increased proposal risk and/or a reduced qualitative rating.

(2) Technical. The Technical subfactors are listed below in [Insert the relative order of importance, e.g., in descending order of importance, of equal importance; one subfactor is "more important", "significantly more important", or "significantly less important" than another subfactor or group of subfactors.].

(i) Technical Approach. Each offeror shall be evaluated on the extent to which the proposed Technical Approach meets the requirements of the Statement of Work.

[Insert the relative order of importance, e.g., in descending order of importance, of equal importance; one subfactor is "more important", "significantly more important", or "significantly less important" than another subfactor or group of subfactors.]

(ii) Sample Tasks. The responses to the sample tasks set forth in [Insert where the sample tasks are located in the solicitation.] will be evaluated to determine the extent of the offeror's understanding of the Government's requirements, taking into consideration staffing, labor mix, efficiency, timeliness, and potential problems as well as proposed solutions. The clarity and the completeness of responses addressing the special issues and problems associated with the performance of each sample task outlined in Section L will be evaluated.

(3) Past Performance. Each offeror will be evaluated on its past performance on Government contracts or subcontracts currently ongoing or completed within the last three years for similar products or services. The Government will focus on information that demonstrates quality of performance relative to size and complexity of the procurement under consideration. References other than those identified by the Offeror may be contacted by the Government with the information received used in evaluating the offeror's past performance.

(i) Evaluation of past performance will be based on consideration of all relevant facts and circumstances. The evaluation will include demonstrated past performance in quality of product or service; cost control; schedule; business relationships; customer satisfaction; and key personnel retention.

(ii) Information utilized will be obtained from the references listed in the proposal, other customers known to the Government, consumer protection organizations, the DoD Past Performance Automated Information System (PPAIS) and others who may have useful and relevant information. Information will also be considered regarding any significant subcontractor (proposing cost of $1,000,000.00 or more) and key personnel records.

(iii) In the case of an offeror, or proposed employees of the offeror, that do not have past contract performance information or with respect to which information on past contract performance is not available, the offeror will not be evaluated favorably or unfavorably on the factor of past performance.

(4) Management. The Management subfactors are listed below in [Insert the relative order of importance, e.g., in descending order of importance, of equal importance; one subfactor is "more important", "significantly more important", or "significantly less important" than another subfactor or group of subfactors.].

(i) Management Plan. Evaluation of the management plan will be based on a demonstration of sound business practices in response to the requirements of [Insert where the sample tasks are located in the solicitation.]. A poorly defined management approach regarding the proposed subcontractors, a poorly defined integration of a large number of subcontractors, a poorly structured partnership/joint venture, a high proportion of contingency hires, a poor staffing plan, or poor augmentation plan will result in the assessment of increased proposal risk and/or a reduced qualitative rating.

(ii) Manpower Utilization Matrix. The adequacy of all personnel proposed and their planned utilization will be evaluated based on the offeror's manpower utilization matrix. Any discrepancies between what is presented in the manpower utilization matrix and other parts of the offeror's proposal may result in the assessment of increased proposal risk and/or a reduced qualitative rating.

(5) Price/Cost. Price/Cost is not the most important evaluation factor, but its degree of importance will increase commensurably with the degree of equality among different offerors' Personnel, Technical, Past Performance and Management proposals. Prospective offerors are forewarned that a proposal meeting solicitation requirements with the lowest price/cost may not be selected if award to a higher priced proposal is determined to be most advantageous to the Government. The price/cost will be evaluated on the Maximum Contract Labor Cost proposed for the base year and all option years. The maximum hours listed in Section B for each labor category in the base year will be multiplied by the proposed fully burdened hourly rate to calculate the extended dollars for that labor category. To calculate the extended dollars in the option years, the maximum hours for each category will be multiplied by the proposed fully burdened hourly rate to calculate the extended dollars. The Maximum Contract Labor Cost for each year is calculated by adding the extended dollars for all labor categories for that year. Proposed travel, material and Other Direct Costs (ODC) amounts will be added to the labor costs to produce the total Price/Cost.

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5252.215-9530 I EVALUATION FACTORS FOR AWARD (SERVICES) - ALTERNATE I

USE: Use a provision substantially the same as this, in Section M in solicitations for IDIQ fixed price service contracts where information on personnel is to be submitted as a separate volume. Use with NAVAIR clause 5252.215-9521.

5252.215-9530 EVALUATION FACTORS FOR AWARD (SERVICES) (MAY 1999) - ALT I (MAR 1999)

Paragraph (b), replace references to "price/cost" with "price".

Replace paragraph (c)(5) with the following:

(5) Price. Price is not the most important evaluation factor, but its degree of importance will increase commensurably with the degree of equality among different offerors' Personnel, Technical, Past Performance and Management proposals.

5252.215-9530 II EVALUATION FACTORS FOR AWARD (SERVICES) - ALTERNATE II

USE: Use a provision substantially the same as this, in Section M in solicitations for IDIQ cost reimbursement service contracts where information on personnel is to be submitted as a separate volume. Use with NAVAIR clause 5252.215-9521.

5252.215-9530 EVALUATION FACTORS FOR AWARD (SERVICES) (MAY 1999) - ALT II (MAR 1999)

Paragraph (b), replace references to "price/cost" with "cost".

Replace paragraph (c)(5) with the following:

(5) The Cost Realism evaluation will result in a determination of the most probable cost to the Government. The Government shall consider Cost Realism in the evaluation of the offerors cost proposal, and will determine what the Government should realistically expect to pay for the proposed effort. This evaluation may include consideration of Defense Contract Audit Agency audit information, among other things. The travel and material amounts (plus any applicable burden) specified in [insert where the sample tasks are located in the solicitation] will be utilized for evaluation purposes. For evaluation purposes only, the evaluated cost is the higher of either (i) the sum of the offeror's proposed total estimated cost and fee or (ii) the Government's determination of the most probable total cost and fee. Cost is not the most important evaluation factor, but its degree of importance will increase commensurably with the degree of equality among different offerors' Personnel, Technical, Past Performance and Management proposals. Prospective offerors are forewarned that a proposal meeting solicitation requirements with the lowest evaluated cost may not be selected if award to a higher evaluated cost offeror is determined to be most advantageous to the Government.

5252.215-9530 III EVALUATION FACTORS FOR AWARD (SERVICES) - ALTERNATE III

USE: Use a provision substantially the same as this, in Section M in solicitations for IDIQ T&M service contracts, contracts where information on personnel is to be submitted as a separate volume, in which travel, material or other direct costs are significant and a cost realism evaluation of those costs is required. Use with NAVAIR clause 5252.215-9521.

5252.215-9530 EVALUATION FACTORS FOR AWARD (SERVICES) (MAY 1999) - ALT III (MAR 1999)

Add the following to paragraph (c)(5): "The Government shall consider cost realism in the evaluation of the offeror's proposed cost for travel, materials or other direct costs (ODC), plus any applicable burden. The Government will determine a most probable cost for these cost-reimbursable items. For evaluation purposes only, the evaluated cost for travel, material or ODC is the higher of either (i) the offeror's proposed total estimated cost or (ii) the Government's determination of the most probable total cost."

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5252.215-9531 This clause has been replaced with the fully tailorable Section M provision below. The Specialist must fill-in the number after the M-__ (i.e., number as M-1, M-2, M-3, etc.,) and add the date that the clause was tailored.

USE: The following provision provides a tailorable provision for use in Section M for competitive Source Selection Classification B or C using a Best Value award basis for solicitations for supplies or non-Contract Advisory and Assistance Services (non-CAAS) which will result in predominately firm fixed price CLINs and/or contracts. All sections of the provision are tailorable (edit, add, delete), highlighted areas are those that must be modified to reflect specifics of the procurement. At a minimum, Specialists are required to tailor the content of the provision to reflect the specific requirement both in terms of desired proposal format and how the detailed evaluation factors will be evaluated. Use in conjunction with Section L provisions 5252.215-9522 and 52.215-1. This is not intended to be used for SeaPort-e procurements. Note: Approvals required for revision (tailoring) per the Clause Instruction, CCI 4200.4275.1C are not applicable to this solicitation provision except for revisions that: have a significant cost or

administrative impact to the offerors, increase financial liability to the Navy, or result in deviation to the FAR/DFARS/NMCARS) .

M-[ ] EVALUATION FACTORS FOR AWARD (SUPPLIES OR SERVICES) (DATE)

PART A: GENERAL INFORMATION

1.0 GENERAL

The Government expects to select one offeror on the basis of its proposal providing the "best value" to the Government, all factors considered. "Best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. Offerors are advised that the proposal meeting the solicitation requirements with the lowest price may not be selected for an award if award to a higher priced offeror is determined to be more beneficial to the Government. However, the perceived benefits of the higher priced proposal must merit the additional price.

2.0 EVALUATION PROCESS

The Government intends to evaluate each proposal and award a contract without discussions to the responsible offeror whose offer, conforming to the solicitation, provides the greatest overall benefit to the Government, all factors considered. Therefore, offerors are cautioned that their initial offer should contain the offeror's best terms from a technical, past performance, experience and price (specialists need to modify to reflect specific evaluation factors) standpoint. However, the Government reserves the right to conduct discussions and request proposal revisions if it is determined to be in the best interest of the Government. If a competitive range is established, the Government may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. All proposals will be evaluated for compliance with the terms, conditions, and requirements set forth in the solicitation. Failure to address each of the areas identified in Section L Part B Specific Information will impact the resulting evaluation ratings and risk assessment

3.0 EVALUATION FACTORS FOR AWARD
(Note to specialists: the language below will change based on the SSA's approved criteria relative order of importance, see FAR 15.304 .)

Sample Language: Proposals shall be evaluated using the factors, which are listed below in descending order of importance.

All evaluation factors other than price, when combined, are choose one: significantly more important than price, approximately equal to price, or significantly less important than price.

1.0 PRICE
2.0 TECHNICAL
3.0 EXPERIENCE
4.0 PAST PERFORMANCE

Proposal information provided for one factor may be used to assess other factors. In addition, the offeror's technical proposal will be reviewed to determine if it is consistent with the price proposal and reflects a clear understanding of the scope of work necessary to meet the solicitation requirements.

For the Technical factor, a proposal rating and proposal risk will be assigned. The proposal rating is an assessment of the offeror's approach in meeting the solicitation requirements. The proposal risk will address the potential impacts of the proposed approach on performance, schedule, and price in achieving solicitation requirements.

Offerors are advised that during the evaluation process, technical subfactors that are assessed as a "Marginal" or "Unsatisfactory" rating or "High" proposal risk may have a disproportionate impact on the overall factor rating or risk. A deficiency resulting in an "Unsatisfactory" technical proposal rating for any subfactor may result in the entire proposal being found unacceptable and eliminated from the competition. A proposal risk assessment of

"High" in any subfactor may also result in the entire proposal being found unacceptable and eliminated from the competition.

For the Past Performance factor, a past performance risk will be assigned. The past performance risk will address the probability that the offeror will successfully accomplish the contract requirements based on the offeror's (including subcontractors' and/or team members') relevant past performance. In the case of an offeror without a record of past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance and the offeror will receive a rating of "Unknown." Under Past Performance, the Government will evaluate how well an Offeror has performed similar work before. When proposals are received from contractor entities (e.g. teams, joint ventures) specifically formed to propose on a particular acquisition, the past performance evaluation will consider each individual team member.

For the Experience factor, a separate performance risk will be assigned. The Experience evaluation will focus on the offeror's recent and relevant experience on programs with similar complexity as they relate to the tasks required to be performed in support of the solicitation requirements. Under Experience, the Government will evaluate whether, and to what extent, an Offeror has performed similar work before. Lack of relevant experience could result in an adverse rating. When proposals are received from contractor entities (e.g. teams, joint ventures) specifically formed to propose on a particular acquisition, the experience evaluation will consider each individual team member.

PART B. SPECIFIC INFORMATION

(Note to Specialists – the order of the factors will change depending on relative importance determined by the SSA and elements within each factor must be tailored to the specific procurement. Experience is not a required factor and is included as an example. For Price, the language will need to be adjusted if there are no options.)

1.0 PRICE

Each offeror's price proposal shall be evaluated to determine if it is complete, consistent and reasonable with the offeror's technical approach, reflects a clear understanding of the solicitation requirements and contains any material imbalances. Unreasonably low prices or inconsistencies between the Technical and Price proposals may be assessed as proposal risk under the Technical factor. In its evaluation, the Government may use commercial published data, same or similar DoD contracts, Government estimates, industry standards, DCAA audit information, or other information as deemed appropriate by the Government. In addition, adjustments to the total evaluated price will be made to include Government costs required to accomplish the offeror's proposed approach with the exception of those costs to the Government that are equal to all offerors (e.g. additional Government-Furnished Equipment/Government-Furnished Information required by the offeror to implement its approach). The total evaluated price will be the sum of specific Base Year CLINs plus the sum of the stated option quantities multiplied by the proposed unit price for specified option year CLINs. The evaluation will not bind the government to purchase any of the options.

2.0 TECHNICAL

The Government will evaluate the offeror's proposal to determine its ability to meet the requirements of the Performance Specification, Statement of Work and any other requirement of this solicitation. Subfactors (note to specialists – need to identify importance of subfactors – equal, descending/ascending order of importance) include 1) (provide details); 2) (provide details); 3) (provide details).

Examples of subfactors include: open architecture, system architecture design, system performance, system design and qualification test, logistics & technology, integration & installation, technical capability, schedule, risk assessment, management and mitigation plans, product quality assurance and reliability, management approach, resources, hardware and software configuration management, acquisition logistics support, commonality, small business utilization strategy. Specialists should work with PMA to ensure latest ASN and OSD guidance on evaluation considerations are taken into account.

(Note to Specialist - the small business utilization strategy can be a separate factor, subfactor or an emphasis area under a broader subfactor – see below for basic language which can be tailored to the specific procurement utilizing the small business office for assistance)

The Offeror's strategy for utilizing Small Business, Small Disadvantaged Business, Women-Owned Small Business, HUB Zone Small Businesses, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business concerns and Historically Black Colleges/Universities and Minority Institutions (HBCU/MI) as well as its consistency with the proposed Small Business Subcontracting Plan (if applicable) will be evaluated. Such evaluations will focus on the methods and effectiveness of the Offeror in finding, encouraging and commitment to the use of these Small Business Program concerns in its business approach The Offeror's demonstrated realism will also be assessed.

3.0 EXPERIENCE (Optional factor)

The Government will evaluate the offeror's, which includes its principal subcontracts' and critical team members', demonstrated relevant experience on the basis of its breadth, depth and similarity to the work required to meet the program objectives. Each offeror will be evaluated on the extent to which the offeror obtained similar or otherwise relevant experience on contracts or subcontracts performed for products or services similar in scope, dollar value, nature and complexity as those under this solicitation. Lack of or limited relevant experience in the following areas will be considered a weakness and could result in an adverse rating. 1) (provide details); 2) (provide details):

Examples of emphasis areas: Integration experience, installation experience, coordinating government and contracting teams, managing subcontracting teams, performing supply and on-site depot support for similar a/c platforms)

4.0 PAST PERFORMANCE

The Government will evaluate the offeror's, and (if applicable) its principal subcontractors' and critical team members' demonstrated past performance in delivering quality products and services and in meeting technical, cost/price, and schedule requirements on similar programs. The Past Performance risk will address the probability of the offeror successfully accomplishing the contract requirements based on relevant past performance. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance will be considered. Problems not addressed by the offeror will be considered to still exist. The degree to which the offeror can demonstrate that it has successfully applied continuous systemic improvement to resolve past performance problems will be evaluated. In the case of an offeror without any relevant past performance or for whom the information on past performance is not available or is unknown, the offeror will not be evaluated favorably or unfavorably and will be assigned a neutral rating of "unknown".

PART C RATING STANDARDS AND RISK DEFINITIONS

The definitions below reflect the Government assessment of solicitation compliance and the expected results on the offeror's proposed approach.

1.0 PROPOSAL RATING DEFINITIONS

Outstanding: The proposal significantly exceeds requirements in a way that benefits the Government, or meets requirements and contains at least one exceptional enhancing feature, which benefits the Government. Any weakness is minor.

Highly Satisfactory: The proposal exceeds requirements in a way that benefits the Government, or meets requirements with enhancing features, which benefit the Government. Any weakness is minor.

Satisfactory: Proposal meets requirements. Any weaknesses are minor and will have little to no impact on contract performance.

Marginal: Proposal contains weaknesses or minor deficiencies, which could have some impact if accepted.

Unsatisfactory: The proposal does not comply substantially with RFP requirements.

2.0 PROPOSAL RISK DEFINITIONS

Low: Has little or no potential to cause disruption of schedule, increase in cost or degradation of performance. Normal contractor effort will probably be able to overcome difficulties.

Medium: Can potentially cause some disruption of schedule, increase in cost or degradation of performance. However, special contractor emphasis will probably be able to overcome difficulties.

High: Likely to cause some disruption of schedule, increase in cost or degradation of performance even with special contractor emphasis.

3.0 PAST PERFORMANCE AND EXPERIENCE RISK DEFINITIONS

Very Low: Based on the offeror's experience or past performance, essentially no doubt exists that the offeror will successfully perform the required effort.

Low: Based on the offeror's experience or past performance, little doubt exists that the offeror will successfully perform the required effort.

Moderate: Based on the offeror's experience or past performance, some doubt exists that the offeror will successfully perform the required effort.

High: Based on the offeror's experience or past performance, substantial doubt exists that the offeror will successfully perform the required effort.

Very High: Based on offeror's experience or past performance, extreme doubt exists that the offeror will successfully perform the required effort.

Unknown: No performance record identifiable. This applies only to Past Performance.

4.0 OTHER DEFINITIONS

Strengths: Characteristic of a proposal that would enhance the probability of success of performance for the resulting contract or an approach which exceeds minimum solicitation requirements with benefit to the Government.

Significant Strength: A characteristic of a proposal that would appreciably enhance the probability of success of performance for the resulting contract or an approach which exceeds the minimum RFP requirements with appreciable benefit to the Government.

Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance.

Completeness: The adequacy of the cost proposal, in relation to the SOW, considering whether all costs are included or accounted for. All SOW requirements must be included.

Deficiency: a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increase the risk of unsuccessful contract performance to an unacceptable level.

5252.215-9532 RESERVED

5252.215-9533 RESERVED

5252.215-9534 RESERVED

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5252.215-9535 PRICE AT LINE ITEM LEVEL

Use: In Section B of solicitations when prices are to be submitted at the line item level only. Previously B4.

5252.215-9535 PRICE AT LINE ITEM LEVEL (NAVAIR) (OCT 2005)

Offerors shall insert in Section B of the Schedule unit prices and amounts at the line item level only (e.g., Item 0001, 0002, etc.), even though subline items are also shown in the Schedule.

5252.216-9500 UNILATERAL UNPRICED DELIVERY/TASK ORDERS

USE: Use in Section H of solicitations/contracts requiring delivery /task orders that are issued by the PCO.

5252.216-9500 UNILATERAL UNPRICED DELIVERY/TASK ORDERS (NAVAIR) (OCT 2005)

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the PCO may issue a unilateral unpriced order requiring the contractor to provide the supplies or services specified.

(b) The unilateral unpriced order shall specify the ["not to exceed estimated cost and fee" or "ceiling price"] and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the PCO receives written notification from the contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The contractor shall submit its cost/price proposal within thirty (30) days after receipt of the order. The Government has no obligation to pay for the supplies or services ordered until the actual cost/price and delivery schedule have been negotiated. In no event shall the costs incurred by the contractor exceed the "not to exceed estimated cost and fee" or "ceiling price" until the order is definitized and the definitized order sets forth an increased estimated cost and fee or price.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost/price proposal and supporting data, the contractor and the PCO shall negotiate a bilateral modification to the original order definitizing the estimated cost and fee or price and delivery schedule, which shall be specified in a bilateral modification to the original order.

(d) If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost/price proposal, the PCO will issue a unilateral modification to the undefinitized order that establishes the Government's total estimated cost and fee or price for the order, which shall remain in effect until a definitized estimated cost and fee or price is established in a bilateral modification to the order. However, nothing shall excuse the contractor from proceeding with the performance of the order while any resulting dispute is being settled.

(e) Failure to arrive at an agreement shall be handled as a dispute in accordance with the Disputes clause of this contract.

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5252.216-9500 I UNILATERAL UNPRICED DELIVERY/TASK ORDERS - ALTERNATE I

USE: With the basic clause in solicitations/contracts requiring delivery/task orders that are issued by the Ordering Officer or ACO.

5252.216-9500 UNILATERAL UNPRICED DELIVERY/TASK ORDERS (NAVAIR) (OCT 2005) – ALT I (OCT 2005)

Replace the words PCO with [Ordering Officer or ACO] in paragraphs (a), (b) and (c); and replace paragraph (d) with the paragraph (d) below.

(d) Should the [Ordering Officer or ACO] and the contractor be unable to reach an agreement as to the terms of the definitized order, the conflict shall be referred to the [insert approving authority] who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost/price proposal, the [insert approving authority] shall issue a unilateral modification to the undefinitized order that establishes the Government's total estimated cost and fee or price for the order, which shall remain in effect until a definitized estimated cost and fee or price is established in a bilateral modification to the order. However, nothing shall excuse the Contractor from proceeding with the performance of the order while any resulting dispute is being settled.

5252.216-9501 SEGREGATION OF COSTS

USE: Use in Section H of for any undefinitized contract action.

5252.216-9501 SEGREGATION OF COSTS (NAVAIR) (OCT 2005)

The Contractor shall segregate all costs incurred under this [insert "letter contract", "advance acquisition", or "undefinitized contract action"] from the costs of all other work currently being performed, and from all contracts that are subsequently received.

5252.216-9502 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS)

USE: Use in Section H of solicitations/contracts for indefinite delivery contracts that permit the usage of oral orders. Do not use with labor hour/time and material contracts.

5252.216-9502 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (NAVAIR) (OCT 2005)

Upon determination that funds are available, oral orders may be placed providing the following are complied with:

(a) No oral order shall exceed $[insert dollar amount] or such lesser amount as may be specified elsewhere in the schedule of this contract.

(b) The contractor shall furnish with each shipment a delivery ticket, showing: contract number, order number under the contract; date order was placed, name and title of person placing the order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.

(c) Invoices for supplies or services furnished in response to oral orders shall be accompanied with proof of delivery or receipt.

(d) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and shall furnish a copy thereof to the contractor.

(e) Written confirmation of oral orders shall be issued as a means of documenting the oral order within [insert number of days] calendar days or oral orders shall be confirmed twice a month, in writing, when more than one (l) oral order is consolidated for a single confirmation.

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5252.216-9504 LIMITATION OF GOVERNMENT LIABILITY

USE: Use in Section H of advanced acquisition contracts.

5252.216-9504 LIMITATION OF GOVERNMENT LIABILITY (NAVAIR) (AUG 1984)

(a) The amount presently available for payment and allotted to this contract for Item(s) [___] is $ [___]. It is understood and agreed that such amount will permit performance of the said Item(s)[____] through [____]. The Contracting Officer may, by unilateral modification to this contract, extend the date specified above. If the date is extended, the amount allotted and available for payment under this contract will be increased by an amount sufficient for the extended period of performance. The Contractor is not authorized to make expenditures or to incur obligations and the Government shall not be obligated to reimburse the Contractor for expenditures or obligations, in

the performance of the Item(s) specified above, which exceed the amount allotted and available for payment under this contract.

(b) If the Item(s) specified in paragraph (a) above are terminated on or before definitization of this contract, the maximum amount for which the Government shall be liable shall not exceed the amount then available for payment and allotted under this contract for the said Item(s). The termination settlement shall be limited to that material acquired, effort performed, or both, which are determined to have been necessary to protect the delivery schedule set forth in this contract for the Item(s) cited in paragraph (a) of this clause.

(c) Unless otherwise specifically stated in any change order, change orders issued under this advance acquisition contract shall not increase the limitation of Government liability established in accordance with paragraph (a) above.

5252.216-9505 RESERVED

5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES

USE: Use in Section F in solicitations/contracts that contain 52.216-22.

5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (NAVAIR) (MAR 1999)

As referred to in paragraph (b) of FAR 52.216-22 " Indefinite Quantity" of this contract, the contract minimum quantity is [insert the minimum quantity guaranteed to the contractor]; the maximum quantity is [insert a maximum quantity or "not to exceed" quantity].

5252.216-9507 FAIR OPPORTUNITY PROCEDURES

USE: Use in Section H in IDIQ multiple award solicitations/contracts for services or level of effort contracts, which issue task orders.

5252.216-9507 FAIR OPPORTUNITY PROCEDURES (NAVAIR) (AUG 2001)

The Government will give all contractors that are parties to this contract a fair opportunity to be considered for each task order, except as otherwise provided in Federal Acquisition Regulation (FAR) 16.504(b)(2).

(a) When giving contractors a fair opportunity the Government may consider technical approach, past performance, management approach, personnel experience, and cost/price factors. However, the Government might not consider all of those factors together.

(b) The Government's objective is to keep task order selection procedures simple and inexpensive for all parties to the contract. Thus, as a general rule, the Government will consider contractors based on (1) information already in its files, (2) price quotations, and (3) past performance under prior orders. In accordance with FAR 16.505(b)(1)(ii), the competition requirements in FAR part 6 and the policies in FAR subpart 15.3 do not apply to the ordering process. However, the Government reserves the right to use more formal procedures when it considers them to be necessary.

(c) After it selects a contractor for a task order, the Government may discuss the details of task plans and procedures and negotiate prices with the contractor before issuing the task order. If the Ordering Officer is not satisfied with the progress or outcome of those discussions or negotiations, the Government may reconsider its task order selection decision and then select a different contractor.

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5252.216-9508 MINIMUM AND MAXIMUM QUANTITIES FOR MULTIPLE AWARD CONTRACTS

USE: Use in Section H in solicitations/contracts when multiple award contracts with task orders will be established and the FAR Clause 52.216-22, "Indefinite Quantity" is included.

5252.216-9508 MINIMUM AND MAXIMUM QUANTITIES FOR MULTIPLE AWARD CONTRACTS (NAVAIR) (AUG 2001)

(a) As referred to in paragraph (b) of FAR Clause 52.216-22, "Indefinite Quantity" of this contract, the contract minimum quantity is a total of [fill in % or $ amount] of the maximum contract price or total estimated cost and fee identified in Section B for the base period only. The maximum quantity is the total "not to exceed" quantity for all items combined as set forth in the schedule. All option periods thereafter [insert "do" or "do not"] have a guaranteed minimum.

(b) If multiple awards are made the minimum guarantee will be: [insert method for distributing minimum guarantees]

5252.216-9509 TASK ORDERS WITH OPTIONS

USE: Use in Section H in IDIQ multiple award solicitations/contracts for services or level of effort contracts, which issue task orders, where options may be needed in task orders.

5252.216-9509 TASK ORDERS WITH OPTIONS (NAVAIR) (AUG 2001)

(a) The Ordering Officer may issue Task Orders that include options under any of the following conditions:

(1) The services being acquired are highly unique or specialized;

(2) The efforts to be performed are so integrally related that only a single contractor can reasonably perform the work; or

(3) Foreseeable additional effort fits the criteria of FAR 16.505(b)(2)(iii) as a logical follow-on.

(b) Only those Task Orders for which all awardees were given a fair opportunity to be considered shall include options. For purposes of FAR 52.216-19(b), the base award and each option are separate orders.

(c) Prior to exercising an option on a Task Order, the Government will ensure that the contract has adequate quantities and period of performance. The contractor shall not begin performance on requirements in the Task Order option until the Government has exercised the option on the Task Order and, if necessary, the option on the contract.

(d) Award of a Task Order with an option is subject to the conditions of FAR clause 52.217-5, "Evaluation of Options".

5252.216-9510 ANTICIPATED NUMBER OF AWARDS

USE: Use in Section L in IDIQ multiple award solicitations if the Government can reasonably estimate a number or range of awards that are anticipated. (Offertory may utilize the number of estimated awards in the pricing of their proposals although the number of awards does not guarantee the receipt of task orders beyond any stated minimum.)

5252.216-9510 ANTICIPATED NUMBER OF AWARDS (NAVAIR) (AUG 2001)

The Government estimates that [____] awards will be made under this solicitation. This estimate in no way prohibits the Government from making either fewer or more awards than estimated based upon the offers received and a determination of the best interests of the Government.

5252.216-9511 Reserved

5252.216-9512 PAPERLESS CONTRACTING

Use in Section H in all new solicitations for delivery order type contracts/agreements.

5252.216-9512 PAPERLESS CONTRACTING (NAVAIR) (JUN 2009)

(a) Orders and requests for proposals are hereby authorized to be issued by facsimile or by electronic commerce (including e-mail and paperless methods of delivery). Nothing in this contract should be read to prohibit these types of orders. In the event of a conflict with any other provision of this contract, this clause shall govern.

(b) To the extent the terms "written", "mailed", or "physically delivered" appear in other provisions of this contract, these terms are hereby defined to explicitly include electronic commerce, email, or paperless delivery methods.

5252.216-9532 TERM OF BASIC ORDERING AGREEMENT

USE: Use in Section H of a Basic Ordering Agreement when the effective period is for five years.

5252.216-9532 TERM OF BASIC ORDERING AGREEMENT (NAVAIR) (JUL 2007)

The terms and conditions of this basic ordering agreement (BOA) shall be effective for a period of five (5) years beginning [insert date] and ending [insert date]. The terms and conditions of this BOA shall be updated annually. No order shall be placed on or after the last day of each BOA year, until the contractor and the Contracting Officer have executed a bilateral modification to this BOA which updates the terms and conditions to conform with the applicable current requirements of the Federal Acquisition Regulation (FAR) and the Department of Defense FAR Supplement (DFARS), statutes, Executive Orders, or other regulations. Any updated terms and conditions of the BOA shall not apply to orders placed prior to the date of the bilateral modification.

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5252.216-9533 ORDERS UNDER BOAs (FIXED-PRICE)

USE: Use in Section H of fixed-price BOAs when the Procuring Contracting Officer (PCO) will place and definitize the orders.

5252.216-9533 ORDERS UNDER BOAs (FIXED-PRICE) (NAVAIR) (OCT 2005)

(a) The contractor agrees to accept and perform orders for supplies or other requirements specified in Section B of the Schedule which are issued by the Procuring Contracting Officer (PCO) at any time during the effective period of this basic ordering agreement (BOA). Each order issued and accepted in accordance with procedures herein shall constitute a separate contract. Except as otherwise provided in any order, the contractor shall furnish all materials and services necessary for accomplishing the work specified in each order issued hereunder. To the extent of any inconsistency between any order and this BOA, this BOA shall control. All the provisions of this BOA shall be applicable to all orders issued hereunder, except the FAR and DFARS clauses, if any, included in this BOA that are not required for an individual order. The applicability of FAR and DFARS clauses to an individual order under this BOA shall be governed by the FAR and DFARS prescriptions for using the clauses (e.g., dollar threshold, etc.) in effect on the date of this BOA or on the date of any supplemental agreement which revises the terms and conditions of the BOA.

(b) The contractor shall neither furnish any supplies or other requirements nor incur any costs for supplies or other requirements prior to the issuance of an order by the PCO in accordance with the procedures specified herein. The Government has no obligation to issue any order.

(c) Contractor Qualifying Proposal - Requirements Being Ordered. When required by the PCO, the contractor shall submit a qualifying proposal for the requirements the Government contemplates ordering hereunder. Such proposal shall be supported by cost or pricing data as prescribed in FAR 15.403-4 and DFARS 215.403 unless such requirement has been waived for the order pursuant to FAR 15.403-1(c)(4). Certification of the cost or pricing data shall be made upon agreement on price.

(d) Ordering. Each order shall -

(1) be issued on DD Form 1155 (Order for Supplies or Services/Request for Quotations) (modifications to an order shall be issued on Standard Form 30 (Amendment of Solicitation/Modification of Contract));

(2) be identified by number in accordance with DFARS 204.7004(d);

(3) state that the order is issued in accordance with this clause;

(4) incorporate by reference the terms and conditions of this BOA:

(5) set forth Item numbers for the supplies or other requirements being ordered and the quantities required and detailed specifications or requirements for the Items including detailed reliability and maintainability requirements, if applicable;

(6) include as an Exhibit (DD Form 1423, Contract Data Requirements List), whenever data is ordered;

(7) set forth for each Foreign Military Sales (FMS) Item number, if FMS requirements are identified in Section B hereof and if FMS requirements are included in the order, the FMS case number, the name of the FMS country and the FMS requisition number (and project code, if applicable) (to be provided to the PCO by the cognizant requiring activity (see paragraph (n) below));

(8) set forth packing and marking requirements for supplies being ordered (see 47.305-10 and DFARS 247.305-10);

(9) set forth the place or places where inspection and acceptance and Government contract quality assurance actions will be made by the Government if different from the place specified in Section E hereof;

(10) set forth the negotiated delivery or performance dates, and the place of delivery or performance if different from the place specified in Section F hereof;

(11) set forth consignment instructions for supplies being ordered to the extent they are known at the time the order is issued (see FAR 47.305-10 and DFARS 247.305-10);

(12) set forth the contract price in the case of a priced order or a not-to-exceed ceiling price in the case of a ceiling priced order (a separate ceiling price shall be established for FMS Items if FMS requirements are included in a ceiling priced order);

(13) set forth any discount offered for prompt payment;

(14) set forth the applicable appropriation and accounting data (to be provided to the PCO by the cognizant requiring activity (see paragraph (n) below));

(15) be signed by the contractor and the PCO in the case of a priced order or a ceiling priced order; and

(16) cite the applicable authority under FAR Part 6 and the individual Justification and Approval (J&A) control number; or, where applicable, the Class Justification and Approval (CJ&A) control number unless earlier suspended or canceled by written notice from the PCO. Each order for kit installation, if kit installation is required under Section B of this BOA, shall be supported by an individual or class J&A. Any order that cites a CJ&A control number shall be issued within the period specified in such CJ&A. A copy of each individual J&A, and CJ&A, if applicable, will be furnished to the PCO. Orders for items not identified in an individual J&A or CJ&A, if applicable, and this BOA are considered unauthorized.

(e) Issuance of Priced Orders. The PCO will prepare a priced order when supplies or other requirements are to be furnished by the contractor, except as otherwise provided in paragraph (f) below. The supplies or other requirements being procured shall be clearly defined in each priced order. The contractor will submit a proposal for the proposed order. The PCO shall issue a signed unilateral priced order if the prices and delivery schedules for the supplies or other requirements, as submitted on the contractor's proposal, are accepted. If negotiations are conducted, a bilateral priced order will be issued. The bilateral priced order shall be signed by the contractor, and returned to the PCO. Upon receipt by the contractor of a copy of a priced order signed by the PCO, the priced order shall be a binding contract.

(f) Issuance of Ceiling Priced Orders. In those cases where it is not possible to price supplies or other requirements in accordance with paragraph (e) above due to urgency such as safety-of-flight or readiness impact, the PCO will prepare a ceiling priced order. A ceiling priced order shall not be used to obtain contractor support services. Each ceiling priced order shall clearly define the supplies or other requirements being procured, and the delivery schedules as agreed upon by the contractor and the PCO shall be set forth in the order. Each ceiling priced order shall set forth a not-to-exceed ceiling price. The ceiling price specified in any ceiling priced order shall not be used as a billing price for delivered items. Each ceiling priced order shall provide for total performance of the order for the specified ceiling price and such ceiling price shall bear a reasonable relationship to the work to be performed. A milestone schedule which culminates in a mutually agreed date upon which complete definitization will occur shall be included in each ceiling priced order. The milestone schedule established for the ceiling priced order concerned shall be within the period set forth in paragraph (h) below. The ceiling priced order shall be signed by the contractor and returned to the PCO. Upon receipt by the contractor of a copy of the ceiling priced order signed by the contractor and the PCO, the ceiling priced order shall be a binding contract. Additional requirements or quantities shall not be added to any ceiling priced order issued hereunder.

(g) Limitation of Government Liability Under Ceiling Priced Orders. The firm price of each ceiling price order shall not exceed the ceiling price as established in accordance with paragraph (h). The ceiling price shall be the maximum amount for which the Government shall be liable if the ceiling priced order is terminated before the firm price is established. If at any time the contractor has reason to believe that the total price to the Government for the supplies or other requirements called for in any ceiling priced order will be substantially less than the ceiling price specified therefore, the contractor shall promptly notify the PCO in writing, with a copy to the cognizant requiring activity. The PCO will, based upon such notification, decrease the ceiling price of the ceiling priced order

concerned. A decrease in the ceiling price of any ceiling priced order shall be set forth in a supplemental agreement to the ceiling priced order concerned and shall be signed by the contractor and the PCO.

(h) Establishment of Firm Prices of Ceiling Priced Orders. The contractor shall submit to the PCO not later than sixty (60) days after the issuance of each ceiling priced order a qualifying proposal for the supplies or other requirements ordered by the Government, which shall include:

(1) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the ceiling priced order together with sufficient data to support the accuracy and reliability of such estimate and

(2) supporting cost or pricing data (see paragraph (m) below), except that if a qualifying proposal including supporting cost or pricing data was submitted to the PCO before the issuance of the ceiling priced order concerned, only revisions to such qualifying proposal and the supporting cost or pricing data are required to be submitted to the PCO.

Upon submission of the contractor's qualifying proposal, or revisions thereto, the contractor and the PCO shall promptly negotiate and establish a firm price for the supplies or other requirements called for in the ceiling priced order concerned. The firm price for the supplies or other requirements, as agreed upon by the contractor and the PCO, shall be set forth in a supplemental agreement to the ceiling priced order concerned. The item identifications shown in the applicable ceiling priced order shall be set forth in such supplemental agreement. The firm price of each ceiling priced order shall be established within one hundred eighty (180) days after the issuance of the ceiling priced order, or the date on which the funds expended by the Government equal forty (40%) percent of the ceiling price, whichever occurs earlier. The definitization schedule may be extended, but not exceed, one hundred eighty (180) days after submission of the contractor's qualifying proposal. If agreement on a definitive supplemental agreement to establish the firm price of any ceiling priced order is not reached within the period specified above, the PCO may unilaterally determine a reasonable price for the ceiling priced order concerned in accordance with FAR 15.4 and Part 31 and DFARS 215.4 and Part 231 subject to appeal by the contractor as provided in the "Disputes" clause of this BOA.

(i) Identification of Costs. The contractor shall identify by order all costs incurred under any priced order and any ceiling priced order issued hereunder from the costs of all other work being performed at the time the order concerned is received and from all other orders that are subsequently received.

(j) Progress Payments - Withholding or Suspension - Ceiling Priced Orders. Submission by the contractor of a qualifying proposal for each ceiling priced order issued hereunder is a material requirement of the order concerned in order that complete definitization will occur within the period specified in paragraph (h) above. Therefore, if the contractor fails to submit a qualifying proposal for any ceiling priced order, progress payments may be reduced or suspended for the order concerned as provided in paragraph (c)(1) of the Progress Payments clause of this BOA unless such failure of the contractor is due to causes beyond its control and without its fault or negligence. The PCO will notify the contractor, in writing, as to any reduction or suspension of progress payments pursuant to FAR 32.503-6.

(k) Expenditure Limitation for Ceiling Priced Orders. (This paragraph (k) shall not apply to orders under $25,000.) Pending the establishment of firm prices, progress payments, as well as total expenditures by the Government in the case of acceptance, shall be limited to fifty (50%) percent of the ceiling price of each ceiling priced order for which the contractor has not submitted to the PCO a qualifying proposal for definitization, or seventy-five (75%) percent of the ceiling price of each ceiling priced order for which a qualifying proposal has been submitted to the PCO. The contractor shall separately account for orders and progress payments applicable hereto. However, the contractor may aggregate delivery orders for purposes of progress payment requests and shall identify in an attachment to Standard Form 1443, Contractor Request for Progress Payment, each ceiling priced order to which the progress payment applies and the maximum expenditure limitation specified by this paragraph (k) for each ceiling priced order. In the event of acceptance, the contractor shall identify any expenditure limitations specified in this paragraph (k).

(l) Qualifying Proposals for Priced Orders and Ceiling Priced Orders. The term "qualifying proposal', as used herein, means, at a minimum, a proposal which contains sufficient information to enable the Government to conduct complete and meaningful audits of the information contained in the proposal and of any other information which the Government is entitled to review in connection with any priced order issued under paragraph (e) above, or any ceiling priced order issued under paragraph (f) above, as determined by the PCO.

(m) Whenever cost or pricing data, as defined in FAR 15.403, are required in accordance with FAR 15.403 and DFARS 215.403, the Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(n) Requiring Activity. The cognizant requiring activity designated below will determine appropriate requirements (see paragraph (d) above) to be set forth in priced orders issued under paragraph (e) above or in ceiling

priced orders issued pursuant to paragraph (f) above. If the cognizant requiring activity is a U.S. Navy activity, a signed Certification of Urgency shall be provided to the PCO before the issuance of any ceiling priced order for requirements specified by such activity.

Item	Requiring Activity
[List only one requiring activity per CLIN. A requiring activity may have more than one CLIN.]	

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5252.216-9533 I ORDERS UNDER BOAs (FIXED-PRICE) – ALTERNATE I

USE: Use in Section H of fixed-price BOAs when the Administrative Contracting Officer (ACO) will place and definitize the orders.

5252.216-9533 ORDERS UNDER BOAs (FIXED-PRICE) (NAVAIR) (OCT 2005) – ALT I (OCT 2005)

Replace Procuring Contracting Officer (PCO) with Administrative Contracting Officer throughout the clause.

5252.216-9534 TASK ORDERS PROCEDURES

USE: Use in Section H in IDIQ solicitations/contracts for services or level of effort contracts with task orders, and an ordering officer is to be appointed.

5252.216-9534 TASK ORDERS PROCEDURES (NAVAIR) (OCT 2005)

(a) The following activity (ies) or individual(s) is/are designated as Ordering Officer(s):
[identify the Ordering Officers]

The above activity (ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience or Termination for Default may only be issued by the PCO.

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A task order shall be issued for each order. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

(1) Date of order.
(2) Contract and task order number.
(3) Applicable contract line item number (CLIN).
(4) Description of the task to be performed.
(5) Description of the end item or service.
(6) DD Form 254 (Contract Security Classification).
(7) DD Form 1423 (Contract Data Requirements List).
(8) Exact place of performance.
(9) The inspecting and accepting codes.
(10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
(11) List of Government furnished property and the estimated value of the property.
(12) Invoice and payment provisions to the extent not covered by the contract.
(13) Accounting and appropriation data.
(14) Period of performance.
(15) Organizational Conflict of Interest provisions.
(16) Type of order (e.g., completion, term, FFP)

(d) Negotiated Agreement. For task orders with an estimated value of greater than $[insert dollar threshold], the information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

(1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:

(i) a description of the specified work required,

(ii) the desired delivery schedule,

(iii) the place and manner of inspection and acceptance, and

(2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:

(i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,

(ii) overtime hours by labor category,

(iii) proposed completion or delivery dates,

(iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)

(v) dollar amount and type of any proposed subcontracts, and

(vi) total estimated cost/price.

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at time the order is issued.

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required. Should the Ordering Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.

(4) For task orders under the dollar amount indicated in paragraph (d), the procedures for reaching agreement are as follows:

(i) The Ordering Officer shall issue a fully funded, unilaterally executed task order representing a firm order for the total requirement.

(ii) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the task order, he shall:

(A) notify the Ordering Officer immediately,

(B) submit a proposal for the work requested in the task order,

(C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation [insert "paragraphs (b) and (c) of FAR Clause 52.232-20, Limitation of Cost" or "paragraph (c) of FAR Clause 52.232-22, "Limitation of Funds"] are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within [insert number of days] working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within [insert number of days] working days from the time of the oral communication amending the order.)

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5252.216-9535 TASK ORDERS PROCEDURES (MULTIPLE AWARDS)

USE: Use in Section H in IDIQ multiple award solicitations/contracts for services or level of effort contracts with task orders. Use of this clause requires the appointment of an ordering officer. Paragraph (e)(2)(ii) requires that you specify the acceptable disk for submission of proposals. Examples: 3.5" disk, CD-R, etc.

5252.216-9535 TASK ORDERS PROCEDURES (MULTIPLE AWARDS) (NAVAIR) (OCT 2005)

(a) The following activity(ies) or individual(s) is/are designated as Ordering Officer(s): [Identify the Ordering Officers]

The above activity(ies) or individual(s) is/are responsible for soliciting proposals for work under Task Orders, evaluating proposals, issuing Task Orders, and administering any Task Orders placed hereunder. Ordering Officers may negotiate revisions/modifications to Task Orders, but only within the scope of this basic contract (hereinafter "contract"). Ordering Officers have no authority to modify any provision of this contract. Any deviation from the terms of the contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of Task Orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience or Termination for Default may only be issued by the PCO.

(b) The Government contemplates award of [insert type of orders to be issued.] Task Orders under this contract. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when received by the contractor. No work will be performed and no payment will be made except as authorized by a Task Order.

(c) All costs associated with presentation, and/or discussion of the contractor's Task Order proposal, post award Task Order administration (including applicable personnel cost allocations by Task Order) shall not be a direct charge under the task order unless authorized in the contract or Task Order.

(d) Task Orders may be issued on either a competitive or non-competitive basis in accordance with paragraph (j). Regardless of whether the Task Order is competitive or non-competitive, oral or written proposals/presentations (as considered appropriate in light of the dollar value, complexity, and scope of work for the Task Order) may be required by the Ordering Officer. In addition:

(1) The Government reserves the right to make award based on initial offers.

(2) Task Order award(s) will normally be made to the offeror(s) who is determined, under a "best value" evaluation, to best meet the needs of the Government after consideration of all evaluation factors. "Best value" is defined as the procurement process that results in the most advantageous acquisition decisions for the Government and is generally performed through an integrated assessment and trade-off analysis utilizing quality factors such as technical approach, past performance, management approach, personnel experience, and cost/price factors.

(3) Offerors are cautioned that in conducting the Task Order evaluation, the Government may use data provided by the offeror in its proposal as well as data obtained from other sources (e.g. Dun and Bradstreet reports, DCAA audits, available industry market rates for labor and overhead). While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the offeror.

(4) The Ordering Officer need not contact each of the multiple awardees under the contract before selecting a Task Order awardee(s), if the Ordering Officer has information available to ensure that each awardee(s) is provided a fair opportunity to be considered for each order.

(5) Contractors are strongly encouraged but are not required, unless otherwise directed by the Ordering Officer, to provide offers on all competitively solicited Task Orders.

(e) The following procedures should apply when issuing Task Orders. The amount and detail of information required in the proposal may vary, depending upon the estimated dollar value, complexity and scope of the work. The Task Order Request For Proposal (TORFP) will detail the degree to which information is required.

(1) Except as provided in e(3), the Ordering Officer shall furnish the contractor with a written TORFP. The TORFP will include the following:

(i) Request for proposal number and title, suggested type of order, and contract number.

(ii) Details of the task, i.e., background of requirement, objective, description of the tasks required to be performed/items to be delivered, delivery schedule/performance period, place and manner of inspection and acceptance, pricing arrangements, and other pertinent information deemed necessary.

(iii) A listing of Government furnished property to be provided to the contractor, if applicable.

(iv) Security classification designated for the task(s) to be performed.

(v) Type of proposal (oral or written) and date when proposals are due, identification of key personnel, option exercise period and option period of performance (if applicable).

(vi) Procedures and criteria for evaluation, if competitive.

(vii) Any other pertinent information deemed necessary.

(2) The contractor shall provide the Ordering Officer with two copies of the proposal. The proposal shall be submitted within the time specified by the TORFP. Proposals received after date and time of proposal due date stated in the TORFP shall not be considered, except under the circumstances set forth in FAR 15.208(b). The proposal shall include information requested by the TORFP, and may include:

(i) Technical and managerial approach to accomplishing the task, to include proposed schedule of performance/completion or delivery dates. Contractor exceptions to the Government SOW and/or Contract Data Requirements List delivery requirements shall be identified, with supporting rationale. This information should support contractor's proposed use of labor categories/man-hours, and the delivery date.

(ii) Total estimated cost/price, proposed type of order, with supporting data (see paragraph (e)(2)(iii) below). All cost data shall be submitted in an electronic format, by [insert acceptable disk type]. Submissions should be numbered, identified, and cross-referenced into the proposal and compatible with an IBM PC or compatible. The file format will be Microsoft Windows 2000, Microsoft Office 2000, Word 2000 and Excel 2000, or as specified in individual TORFPs. Submitted spreadsheet files shall contain all formulas or equations used to compute proposed amounts. Print image files or files containing only values are not acceptable. All files shall be set with read-only attribute (not password protected), and disks shall be delivered with write protection. The offeror shall retain one copy for validation purposes.

(iii) A complete cost breakdown including:

(A) estimated number of labor hours by labor classification and proposed billing rates for each end product or task, rationale for the labor categories, and skill levels and number of hours proposed. Resumes of key personnel proposed to perform work will be available for the Ordering Officer to "spot check" without prior notice. Individual TORFPs may require resumes to be included in the proposal.

(B) overtime hours by labor category, including any uncompensated overtime. Uncompensated overtime shall be proposed and evaluated in accordance with the procedures in FAR 52.237-10, "Identification of Uncompensated Overtime".

(C) travel, direct material, and/or other direct costs. If other direct costs are required in accordance with specific task requirements, such costs shall be specified and justified (e.g., whether material obtained competitively and justification if procured sole source; number of trips required and destinations, etc.)

(D) required Government furnished property/materials/data, to include any property/material/data identified in the TORFP to be furnished by the Government.

(E) dollar amount and type of any proposed subcontracts, supported by a breakdown in the same details as delineated above.

(iv) The contractor should explain any deviations from the Schedule of the contract (e.g., hourly rates lower than those established in Section B for time-and-material contracts, a volume discount, lower fixed fee, etc.). Any deviations determined to be acceptable by the Government, will be formalized by a modification to the contract terms and conditions. Any other pertinent information that would assist the Government in making a determination on best value.

(3) In the event of an urgent requirement, the Ordering Officer may contact the contractor by telephone or written communication, including facsimile, requesting a proposal. For urgent requirements, the contractor shall comply with the following:

(i) The contractor shall provide a written proposal, unless oral proposals/presentations are solicited within [insert a period of time or the statement "as set forth in the TORFP"]. The contractor's proposal shall be submitted in accordance with the format and time frame set forth in the TORFP.

(ii) The contractor shall not proceed with any work pursuant to this section until he has received a formal Task Order from the Ordering Officer.

(iii) A Task Order issued pursuant to the authority of this subsection shall be considered accepted by the contractor unless rejected in writing within three (3) days after receipt.

(4) If written proposals are required, upon receipt of the proposal the Ordering Officer, in conjunction with the requiring office, shall conduct a technical evaluation in accordance with the evaluation procedures set forth in the TORFP, and enter into such negotiations with the contractor(s) as may be necessary.

(5) If oral proposals are required, the contractor shall orally present the information set forth in subparagraph (e)(2)(i) and (iv) above, except for cost which will be submitted in accordance with subparagraph (e)(2)(ii) and (iii) above. If oral presentations are required, they will be scheduled as the result of both Government and contractor availability, and conducted in accordance with provisions in the TORFP.

(6) The Ordering Officer shall conduct any negotiations necessary to correct or revise any discrepancies in the proposal(s). If Government production and research property is proposed, each offer will be adjusted to include a rental equivalent evaluation factors for each item of such property calculated. This adjustment will apply for the use

of Government property by the offeror as well as any subcontractor thereto. Options included in any order will be evaluated in accordance with FAR clause 52.217-5, "Evaluation of Options".

(f) A Task Order shall be issued for each order. Task Orders may be issued in writing, orally, by facsimile, or by electronic commerce methods. Task Orders shall be consecutively numbered, dated, and in addition to any other data that may be called for in the contract, shall contain the following information, as applicable:

(1) request for proposal number and title;
(2) contract and Task Order number;
(3) applicable contract line item number (CLIN) to include level of effort by labor category (and billing rate if known), quantity and unit price or estimated cost and/or fee;
(4) type of order (e.g., completion, term, FFP);
(5) description of the task to be performed, the end item or service;
(6) period of performance/time of delivery;
(7) place(s) of performance/delivery;
(8) packaging, packing, and shipping instructions, if any;
(9) list of Government furnished property and the estimated value of the property;
(10) total price;
(11) accounting and appropriation data;
(12) the inspecting and accepting office, and the manner in which inspection and acceptance will be carried out;
(13) invoice and payment provisions to the extent not covered by the contract;
(14) method of payment and payment office, if not specified in the contract (see section G of the contract);
(15) Organizational Conflict of Interest provisions;
(16) DD Form 254 (Contract Security Classification);
(17) DD Form 1423 (Contract Data Requirements List); and
(18) any other pertinent information.

(g) For other than fixed price Task Orders, the total estimated dollar amount of each Task Order constitutes a ceiling price for that order. The requirements set forth in Federal Acquisition Regulation [insert Clause 52.232-20, "Limitation of Cost " or Clause 52.232-22, "Limitation of Funds"] are applicable to individual Task Orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order.

(h) Oral orders may be placed hereunder only in emergency circumstances. Information described in paragraph (f) above shall be furnished to the contractor at the time of placing an oral order, and shall be confirmed by issuance of a written Task Order within [insert number of days] working days of the oral order. Unless the Ordering Officer explicitly invokes the authority to place oral orders as provided in this clause, the contractor shall not construe any communication from the Ordering Officer as amounting to the placement of such an order.

(i) Modifications to Task Orders may be issued by the Ordering Officer, and shall include the information set forth in paragraph (f) above, as applicable. Task Orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within [insert number of days] working days from the time of the oral communication amending the order.

(j) It is the Government's intent to provide awardees a fair opportunity to be considered for all Task Orders.

(1) All multiple award contractors shall be provided a fair opportunity to be considered for each order in excess of $2,500 pursuant to the procedures established in clause 5252.216-9507, "Fair Opportunity Procedures". However, awardees need not be given an opportunity to be considered for a particular Task Order if the Ordering Officer makes a determination in accordance with FAR 16.505(b)(2).

(2) The Ordering Officer's selection decision on each Task Order request shall be final. A protest is not authorized in connection with the issuance, or proposed issuance, of an individual Task Order except for a protest on the grounds that the Task Order increases the scope, period, or maximum value of the contract under which the order is issued.

(3) For this contract, the designated Task Order ombudsman is the Navy Competition Advocate General. The Task Order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for Task Orders in excess of $2,500, consistent with the procedures in the contract.

(4) Contractors are not guaranteed award of equal dollars or number of Task Orders under this contract.

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5252.216-9536 ORDERS UNDER BOAs (COST-REIMBURSEMENT)

USE: Use in Section H of cost-reimbursement BOAs when the Procuring Contracting Officer (PCO) will place and definitize orders.

5252.216-9536 ORDERS UNDER BOAs (COST-REIMBURSEMENT) (NAVAIR) (SEP 2003)

(a) The contractor agrees to accept and perform orders for supplies or other requirements specified in Section B of the Schedule which are issued by the Procuring Contracting Officer (PCO) at any time during the effective period of this basic ordering agreement (BOA). Each order issued and accepted in accordance with procedures herein shall constitute a separate contract. Except as otherwise provided in any order, the contractor shall furnish all materials and services necessary for accomplishing the work specified in each order issued hereunder. To the extent of any inconsistency between any order and this BOA, this BOA shall control. All the provisions of this BOA shall be applicable to all orders issued hereunder, except the FAR and DFARS clauses, if any, included in this BOA, which are not required for an individual order. The applicability of FAR and DFARS clauses to an individual order under this BOA shall be governed by the FAR and DFARS prescriptions for using the clauses (e.g., dollar threshold, etc.) in effect on the date of this BOA or on the date of any supplemental agreement which revises the terms and conditions of the BOA.

(b) The contractor shall neither furnish any supplies or other requirements nor incur any costs for supplies or other requirements prior to the issuance of an order by the PCO in accordance with the procedures specified herein. The Government has no obligation to issue any order.

(c) Contractor Cost and Fee Proposal - Requirements Being Ordered. When required by the PCO, the contractor shall submit a cost or fee proposal for the requirements the Government contemplates ordering hereunder. Such proposal shall be supported by cost or pricing data as prescribed in FAR 15.403-4 and DFARS 215.403 unless such requirement has been waived for orders under the BOA pursuant to FAR 15.403-1(c)(4). Certification of the cost or pricing data shall be made upon agreement on the cost and fee.

(d) Ordering. Each order shall -

(1) be issued on DD Form 1155 (Order for Supplies or Services/Request for Quotations) (modifications to an order shall be issued on Standard Form 30 (Amendment of Solicitation/Modification of Contract));

(2) be identified by number in accordance with DFARS 204.7004(d);

(3) state that the order is issued in accordance with this clause;

(4) incorporate by reference the terms and conditions of this BOA:

(5) set forth Item numbers for the supplies or other requirements being ordered and the quantities required and detailed specifications or requirements for the Items including detailed reliability and maintainability requirements, if applicable;

(6) include as an Exhibit (DD Form 1423, Contract Data Requirements List), whenever data is ordered;

(7) set forth for each Foreign Military Sales (FMS) Item number, if FMS requirements are identified in Section B hereof and if FMS requirements are included in the order, the FMS case number, the name of the FMS country and the FMS requisition number (and project code, if applicable) (to be provided to the PCO by the cognizant requiring activity (see paragraph (l) below));

(8) set forth packing and marking requirements for supplies being ordered (see 47.305-10 and DFARS 247.305-10);

(9) set forth the place or places where inspection and acceptance and Government contract quality assurance actions will be made by the Government if different from the place specified in Section E hereof;

(10) set forth the negotiated delivery or performance dates (or the Government's desired delivery or performance dates in the case of a unilateral order if delivery or performance dates have not been negotiated), and the place of delivery or performance if different from the place specified in Section F hereof;

(11) set forth consignment instructions for supplies being ordered to the extent they are known at the time the order is issued (see FAR 47.305-10 and DFARS 247.305-10);

(12) set forth the estimated cost and fee in the case of a priced order or the limitation of Government liability in the case of a unilateral order (a separate limitation of Government liability shall be established for FMS Items if FMS requirements are included in a ceiling priced order);

(13) set forth the applicable appropriation and accounting data (to be provided to the PCO by the cognizant requiring activity (see paragraph (l) below));

(14) be signed by the contractor and the PCO in the case of a priced order or a unilateral order having negotiated delivery or performance dates, or by the PCO in the case of a unilateral order when delivery or performance dates have not been negotiated;

(15) cite the applicable authority under FAR Part 6 and the individual Justification and Approval (J&A) control number; or, where applicable, the Class Justification and Approval (CJ&A) control number unless earlier suspended or canceled by written notice from the PCO. Each order for kit installation, if kit installation is required under Section B of this BOA, shall be supported by an individual J&A. Any order, which cites a CJ&A control number, shall be issued within the period specified in such CJ&A. A copy of each individual J&A, and CJ&A, if applicable, will be furnished to the PCO. Orders for items not identified in an individual J&A or CJ&A, if applicable, and this BOA are considered unauthorized.

(e) Issuance of Priced Orders. Except as otherwise provided in paragraph (f) below, the PCO will issue a priced order when supplies or other requirements are to be furnished by the contractor. The contractor will submit a proposal for the proposed order. The PCO shall issue a signed unilateral priced order if the estimated cost and fee and delivery schedules for the supplies or other requirements, as submitted on the contractor's proposal, are accepted. If negotiations are conducted, a bilateral priced order will be issued. The bilateral priced order shall be signed by the contractor, and returned to the PCO. Upon receipt by the contractor of a copy of a priced order signed by the PCO, the priced order shall be a binding contract.

(f) Issuance of Unilateral Orders. If the estimated cost and fee are not readily ascertainable for the supplies or other requirements to be furnished by the contractor, the PCO may issue a unilateral order directing the contractor to proceed with the performance of the work specified therein. The unilateral order signed by the PCO shall be a binding contract upon receipt by the contractor. Each unilateral order shall set forth the limitation of Government liability for the work being ordered. The delivery schedule set forth in each unilateral order shall apply unless the contractor notifies the PCO, in writing, within thirty (30) days after receipt of the order that he is unable to meet the specified delivery schedule. Such notice by the contractor shall propose an alternative delivery schedule for the work specified in the unilateral order and state the justification for the proposed alternate delivery schedule. The alternate delivery schedule shall apply unless the PCO notifies the contractor, in writing, within fifteen (15) days after receipt of the contractor's notice that the alternate delivery schedule is not justified. Such notice by the PCO shall establish a delivery schedule which shall apply to the work ordered. If the delivery schedule set forth in any unilateral order is modified as herein contemplated, the new delivery schedule shall be set forth in a modification to the unilateral order concerned.

(g) Limitation of Government Liability and Contractor Obligations Under Unilateral Orders. The limitation of Government liability specified in each unilateral order shall be the limitation on the Government's obligation to pay for the supplies or other requirements being ordered until the estimated cost and fee are negotiated by the contractor and the PCO unless such limitation has been increased in writing by the PCO. If the contractor has reason to believe that the supplies or other requirements called for in any unilateral order will exceed the limitation of Government liability specified therein, the contractor shall not be obligated to proceed with performance there under but shall promptly notify the PCO, in writing, with a copy to the cognizant requiring activity and propose an increase in the limitation of Government liability. Within fifteen (15) days after receipt of such notification, the PCO will either increase the limitation of Government liability of the unilateral order concerned or notify the contractor, in writing, how and to what extent the work is to be continued. If the contractor has reason to believe that the total cost to the Government for the supplies or other requirements called for in any unilateral order will be substantially less than the limitation of Government liability specified therein, the contractor shall promptly notify the PCO, in writing, with a copy to the cognizant requiring activity. The PCO may, based upon such notification, decrease the limitation of Government liability of the unilateral order concerned. Any increase or decrease in the limitation of Government liability shall be set forth in a modification to the unilateral order concerned.

(h) Establishment of Estimated Cost and Fee of Unilateral Orders. The contractor shall submit to the PCO not later than sixty (60) days after the issuance of each unilateral order a cost and fee proposal for the supplies or other requirements ordered by the Government, which shall include:

(1) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the unilateral order together with sufficient data to support the accuracy and reliability of such estimate and

(2) supporting cost or pricing data (see paragraph (k) below), except that if a cost or fee proposal including supporting cost or pricing data was submitted to the PCO before the issuance of the unilateral order concerned, only revisions to such cost and fee proposal and the supporting cost or pricing data are required to be submitted to the PCO.

Upon submission of the contractor's cost and fee proposal, or revisions thereto, the contractor and the PCO shall promptly negotiate and establish the estimated cost and fee for the supplies or other requirements called for in the unilateral order concerned. The estimated cost and fee established for the supplies or other requirements, as agreed upon by the contractor and the PCO, shall be set forth in a supplemental agreement to the order. The estimated cost and fee of each unilateral order shall be established within one hundred eighty (180) days after issuance of the

unilateral order, or upon completion of forty (40%) percent of the work, whichever occurs earlier. If agreement on a definitive supplemental agreement to any unilateral order is not reached within the period specified above, the PCO may unilaterally determine a reasonable fee for the unilateral order concerned in accordance with FAR 15.4 and Part 31 and DFARS 215.4 and Part 231 subject to appeal by the contractor as provided in the "Disputes" clause of this BOA.

(i) Identification of Costs. The contractor shall identify by order all costs incurred under any priced order and any unilateral order issued hereunder from the costs of all other work being performed at the time the order concerned is received and from all other orders that are subsequently received.

(j) Cost and Fee Proposals for Priced Orders and Unilateral Orders. The term "cost and fee proposal", as used herein, means at a minimum, a proposal which contains sufficient information to enable the Government to conduct complete and meaningful audits of the information which the Government is entitled to review in connection with any priced order issued under paragraph (e) above, or any unilateral order issued under paragraph (f) above, as determined by the PCO.

(k) Cost or Pricing Data. Whenever cost or pricing data, as defined in FAR 15.403, are required in accordance with FAR 15.403 and DFARS 215.403, the Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(l) Requiring Activity. The cognizant requiring activity designated below will determine appropriate requirements (see paragraph (d) above) to be set forth in priced orders issued under paragraph (e) above or in unilateral orders issued pursuant to paragraph (f) above.

Item	Requiring Activity
	[List only one requiring activity per CLIN. A requiring activity may have more than one CLIN.]

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5252.216-9536 I ORDERS UNDER BOAs (COST-REIMBURSEMENT) – ALTERNATE I

USE: Use in Section H of cost-reimbursement BOAs when the Administrative Contracting Officer (ACO) will place and definitize orders.

5252.216-9536 ORDERS UNDER BOAs (COST-REIMBURSEMENT) (NAVAIR) (SEP 2003) – ALT I (OCT 2005)

Replace Procuring Contracting Officer (PCO) with Administrative Contracting Officer (ACO) throughout the clause.

5252.216-9539 RESERVED

5252.216-9540 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES

USE: Use in Section H in IDIQ solicitations/contracts where delivery or task orders will be issued and use of streamlined ordering procedures is considered appropriate.

5252.216-9540 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (NAVAIR) (NOV 2003)

(a) Unless the procedures in paragraphs (b) and (c) are utilized orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally unpriced order.

(1) The unilaterally unpriced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit it's cost proposal within thirty (30) days after receipt of the order.

(2) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order.

(3) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule.

(4) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilaterally unpriced order that establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests to negotiate the price by submission of a proposal.

(5) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

(c) For orders under $100,000, the procedures for reaching agreement are as follows:

(1) The Ordering Officer shall issue a fully funded, unilaterally executed order representing a firm order for the total requirement.

(2) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the order, the contractor shall:

(i) notify the Ordering Officer with in three working days

(ii) submit a proposal for the work requested in the order,

(iii) not commence performance until such time that the differences between the order and contractor's proposal are resolved and a modification, if necessary, is issued.

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5252.217-9500 ORDERING - PROVISIONED ITEMS (FIXED-PRICE)

USE: Use in Section H in fixed-price solicitations/contracts when provisioned items or other contingency requirements are listed in Section B. The fill-ins will indicate who will place all orders (ACO or PCO) and will definitize orders.

5252.217-9500 ORDERING - PROVISIONED ITEMS (FIXED-PRICE)(NAVAIR) (OCT 2005)

(a) Contract Modification - Provisioned Items and Other Requirements to be Furnished When Ordered by the Government. The contractor shall furnish supplies or other requirements under the Item(s) set forth in this clause when a contract modification is issued by the Government in accordance with the procedures specified herein. The Government shall not be liable for any expenses incurred by the contractor under any Item set forth herein until a contract modification is issued by the Government.

(b) Contractor Qualifying Proposal - Requirements Being Ordered. When required by the [insert "Administrative Contracting Officer (ACO)" or "Procuring Contracting Officer (PCO)], the contractor shall submit a qualifying proposal for the requirements the Government contemplates ordering hereunder. Such proposal shall be supported by cost or pricing data as prescribed in FAR 15.403 and DFARS 215.403 unless such requirement has been waived for orders under the contract pursuant to FAR 15.403. Certification of the cost or pricing data shall be made upon agreement on price.

(c) Ordering Period and Terminal Date for Delivery or Performance. Contract modifications for supplies or other requirements may be issued during the period covered by this contract at any time prior to the delivery date of the last article under the applicable Item called for in Section B hereof for which the supplies or other requirements are being procured. Contract modifications issued in accordance with this clause shall provide that deliveries or performance shall be completed not later than fourteen (14) months after the delivery of the last article under the applicable Item called for in Section B hereof, for which the supplies or other requirements are being procured.

(d) Ordering. For the purposes of this contract, the [insert "ACO" or "PCO"] is the ordering activity. The [insert "ACO" or "PCO"] will issue contract modifications for supplies or other requirements to be furnished by the contractor in accordance with requirements specified by the cognizant provisioning or requiring activity designated in paragraph (q) below. Each contract modification issued in accordance with paragraph (e) or (f) below shall -

(1) be prepared on Standard Form 30 (Amendment of Solicitation/Modification of Contract);

(2) be numbered as a modification to this contract in accordance with DFARS 204.7106;

(3) state that the contract modification is issued in accordance with this clause;

(4) identify the Item number set forth in Section B of the Schedule under which the supplies or other requirements are being procured (new contract line item number(s) shall not be assigned in any contract modification issued by the ACO.

(5) set forth in full detail the supplies or other requirements and the quantities being procured (deliverable requirements shall be set forth in a contract exhibit (see paragraph (m) below));

(6) include as an Exhibit, DD Form 1423, Contract Data Requirements List, using the exhibit identifier designated in Section B for the Item number, whenever data is ordered under any contract line item number which does not refer to a contract exhibit attached to the contract;

(7) set forth packing and marking requirements for supplies being procured (see FAR 47.305-10 and DFARS 247.305-10);

(8) set forth consignment instructions for supplies being procured to the extent they are known at the time the contract modification is issued (see FAR 47.305-10 and DFARS 247.305-10);'

(9) set forth the negotiated delivery or performance dates;

(10) identify those items, if any, subject to the "Limitation of Liability - High-Value Items" clause, if included in this contract;

(11) obligate funds to cover priced orders issued under paragraph (e) below or ceiling priced orders issued under paragraph (f) below;

(12) set forth the applicable accounting and appropriation data (to be provided to the Cognizant Contracting Officer by the cognizant provisioning or requiring activity (see paragraph (q) below)); and

(13) be given the same distribution as this contract, except that distribution of voluminous contract exhibits shall be limited to: (i) the contractor; (ii) the contract administration office; (iii) the cognizant provisioning or requiring activity; (iv) the paying office, and (v) the accounting office.

(e) Issuance of Contract Modifications Covering Priced Orders. For each order placed pursuant to this clause, the Cognizant Contracting Officer will prepare a supplemental agreement to this contract in the form of a priced order when supplies or other requirements are to be furnished by the contractor unless otherwise provided for under paragraph (f) below. The supplies or other requirements being procured shall be clearly defined in the supplemental agreement. Such supplemental agreement shall be priced and otherwise definitive at the time of issuance and shall be signed by the contractor and the Cognizant Contracting Officer.

(f) Issuance of Contract Modifications Covering Ceiling Priced Orders. In those cases where it is not possible to price supplies or other requirements in accordance with paragraph (e) above due to urgency such as safety-of-flight or readiness impact, the Cognizant Contracting Officer will prepare a supplemental agreement to this contract in the form of a ceiling priced order. A ceiling priced order shall not be used to obtain contractor support services. Each ceiling priced order shall clearly define the supplies or other requirements being procured and shall set forth a not-to-exceed ceiling price and shall specify the total ceiling price for the DFARS Clause 252.217-7027, "Contract Definitization". The ceiling price set forth in any ceiling priced order shall not be used as a billing price for delivered items. Each ceiling priced order shall provide for total performance of the order for the specified ceiling price and such ceiling price shall bear a reasonable relationship to the work to be performed. A milestone schedule

which culminates in a mutually agreed date upon which complete definitization will occur shall be included in each ceiling priced order. The milestone schedule established in the ceiling priced order concerned shall be within the period set forth in paragraph (h) below. Provisioned Items Orders shall comply with the applicable requirements set forth in DFARS 217.7602-2. Each supplemental agreement covering a ceiling priced order shall be signed by the contractor and the Cognizant Contracting Officer. Additional requirements or quantities shall not be added to any ceiling priced order issued hereunder.

(g) Limitation of Government Liability Under Ceiling Priced Orders. The firm price of each ceiling priced order shall not exceed the ceiling price as established in accordance with paragraph (h). The ceiling price shall be the maximum amount for which the Government shall be liable if the ceiling priced order is terminated before the firm price is established. If at any time the contractor has reason to believe that the total price to the Government for the supplies or other requirements called for in any ceiling priced order will be substantially less than the ceiling price specified therefore, the contractor shall promptly notify the Cognizant Contracting Officer, in writing, with a copy to the cognizant provisioning or requiring activity. The Cognizant Contracting Officer will, based upon such notification, decrease the ceiling price of the ceiling priced order concerned. A decrease in the ceiling price of any ceiling priced order shall be set forth in a supplemental agreement to this contract and shall be signed by the contractor and the Cognizant Contracting Officer.

(h) Establishment of Firm Prices of Ceiling Priced Orders. The contractor shall submit to the Cognizant Contracting Officer not later than [insert number of days] days after the issuance of each ceiling priced order a qualifying proposal for the supplies or other requirements ordered by the Government that shall include:

(1) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the ceiling priced order together with sufficient data to support the accuracy and reliability of such estimate and

(2) supporting cost or pricing data (see paragraph (o) below), except that if a qualifying proposal including supporting cost or pricing data was submitted to the Cognizant Contracting Officer before the issuance of the ceiling priced order concerned, only revisions to such qualifying proposal and the supporting cost or pricing data are required to be submitted to the Cognizant Contracting Officer.

Upon submission of the contractor's qualifying proposal, or revisions thereto, the contractor and the Cognizant Contracting Officer shall promptly negotiate and establish a firm price for the supplies or other requirements called for in the ceiling priced order concerned. The firm price for the supplies or other requirements, as agreed upon by the contractor and the Cognizant Contracting Officer, shall be set forth in a supplemental agreement to this contract. The item identifications shown in the applicable ceiling priced order shall be set forth in such supplemental agreement. Except for ceiling priced orders issued against contract line items for initial spares identified in Section B, the firm price of each ceiling priced order shall be established within one hundred eighty (180) days after the issuance of the ceiling priced order, or the date on which the funds expended by the Government equal fifty (50%) percent of the ceiling price, whichever occurs earlier. The definitization schedule may be extended, but not exceed, one hundred eighty (180) days after submission of the contractor's qualifying proposal. The firm price of each ceiling priced order for initial spares shall be established at most within one hundred eighty (180) days after the issuance of the ceiling priced order. If agreement on a definitive supplemental agreement to establish the firm price of any ceiling priced order is not reached within the period specified above, the Cognizant Contracting Officer may unilaterally determine a reasonable price for the ceiling priced order concerned in accordance with FAR 15.4 and Part 31 subject to appeal by the contractor as provided in the "Disputes" clause of this contract.

(i) Identification of Costs of Ceiling Priced Orders. The contractor shall identify by order all incurred costs (less allocable credits) for work allocable to each ceiling priced order issued pursuant to paragraph (f) above. The requirement for the contractor to segregate the costs of each ceiling priced order shall continue until the firm price is established by a supplemental agreement to this contract.

(j) Progress Payments - Withholding or Suspension - Ceiling Priced Orders. Submission by the contractor of a qualifying proposal for each ceiling priced order issued hereunder is a material requirement of this contracting order that complete definitization will occur within the period specified in paragraph (h) above. Therefore, if the contractor fails to submit a qualifying proposal for any ceiling priced order, progress payments may be reduced or suspended for the order concerned as provided in paragraph (c)(1) of the Progress Payments clause of this contract unless such failure of the contractor is due to causes beyond its control and without its fault or negligence. Cognizant Contracting Officer will notify the contractor, in writing, as to any reduction or suspension of progress payments pursuant to FAR 32.503-6.

(k) Expenditure Limitation for Ceiling Priced Orders. (This paragraph (k) shall not apply to ceiling priced orders issued against contract line items for initial spares identified in Section B or orders under $25,000.) Pending the establishment of firm prices, progress payments, as well as total expenditures by the Government in the case of acceptance, shall be fifty (50%) percent of the ceiling price of each ceiling priced order for which the contractor has

not submitted to the Cognizant Contracting Officer a qualifying proposal for definitization, or seventy-five (75%) percent of the ceiling price of each ceiling priced order for which a qualifying proposal has been submitted to the Cognizant Contracting Officer. The contractor shall identify in an attachment to Standard Form 1443, Contractor Request for Progress Payment, for each ceiling priced order, the progress payment amount requested for each ceiling priced order, and shall state the maximum expenditure limitation specified by this paragraph (k) for the ceiling priced order. In the event of acceptance, the Government shall identify any expenditure limitations specified in this paragraph (k).

(l) Qualifying Proposals for Priced Orders and Ceiling Priced Orders. The term "qualifying proposal", as used herein, means, at a minimum, a proposal which contains sufficient information to enable the Government to conduct complete and meaningful audits of the information contained in the proposal and of any other information which the Government is entitled to review in connection with any priced order issued under paragraph (e) above, or any ceiling priced order issued under paragraph (f) above, as determined by the Cognizant Contracting Officer.

(m) Contract Exhibits Covering Priced Orders and Ceiling Priced Orders. The contractor shall prepare a contract exhibit in accordance with DFARS 204.7105 covering the deliverable requirements (other than data), being procured under a priced order issued under paragraph (e) above or a ceiling priced order issued under paragraph (f) above. Each contract exhibit shall use the appropriate exhibit identifier assigned in Section B of the Schedule for the contract line item number under which deliverable requirements (other than data) are being procured. Each contract exhibit shall apply only to the contract line item number designated in Section B (or shall apply to one alpha suffix subline item number only if established within the designated contract line item number when the order is issued). The applicable contract line item number (or the applicable alpha suffice subline item number, if established) and the applicable exhibit identifier shall be cited on each contract exhibit. If all available exhibit line item numbers are used within each exhibit (identifier) assigned in Section B for the particular contract line item number(s), the contractor shall notify the Procuring Contracting Officer (PCO), in writing, and request that additional exhibit identifier(s) be assigned for the contract line item number(s) concerned. Any additional exhibit identifier(s) assigned for any contract line item number will be set forth in a unilateral modification to this contract signed by the PCO. This paragraph (m) does not apply to any contract line item number set forth in Section B that calls for data.

(n) Modifications to Priced Orders or Ceiling Priced Orders. Modifications to priced orders or to ceiling priced orders issued hereunder shall be effected in accordance with the procedures for issuing contract modifications specified in this clause. Modifications to ceiling priced orders issued pursuant to paragraph (f) above shall not include additional requirements or quantities. Any claim for charges resulting from a decrease in the supplies or other requirements ordered in any priced order or in any ceiling priced order shall be processed in accordance with the termination procedures of this contract. Items of supplies or other requirements set forth in modifications to priced orders and contract exhibits attached thereto shall be numbered in accordance with the applicable procedure set forth in DFARS 204.7106, except that new contract line item numbers shall not be assigned in contract modifications issued by the ACO. The applicable contract line item numbers (or alpha suffix subline item numbers, if any) or exhibit line item numbers cited in priced orders or in ceiling priced orders issued pursuant to this clause shall be cited in appropriate modifications to such orders.

(o) Cost or Pricing Data. Whenever cost or pricing data, as defined in FAR 15.403, are required in accordance with FAR 15.403 and DFARS 215.403, the Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(p) Provisioning Document, Specifications, or Description of Work. The applicable provisioning document or specification or the description of the work is set forth below. To the extent of any inconsistency between any provisioning document or specification referred to below and the Schedule, the Schedule shall control.

Item	Provisioning Document, Specification or Description of Work
	[List the CLINs and the provisioning documentation to be provided by the requiring activity.]

(q) Provisioning or Requiring Activity. The cognizant provisioning or requiring activity designated below will determine appropriate requirements (see paragraph (d) above) to be set forth in priced orders issued under paragraph (e) above or in ceiling priced orders issued pursuant to paragraph (f) above If the cognizant provisioning or requiring activity is a U.S. Navy activity, a signed Certification of Urgency shall be provided to the Cognizant Contracting Officer before the issuance of any ceiling priced order for requirements specified by such activity.

Item	Requiring Activity

[List only one requiring activity per CLIN.
A requiring activity may have more than one CLIN.]

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5252.217-9500 I ORDERING - PROVISIONED ITEMS (FIXED-PRICE) - ALTERNATE I

USE: With the basic when performance based payments are used in lieu of progress payments. The fill-ins will indicate who will place all orders (ACO or PCO) and will definitize orders. Replace paragraphs (j) and (k) in the basic contract with the ones below.

5252.217-9500 ORDERING - PROVISIONED ITEMS (FIXED-PRICE) (NAVAIR)(OCT 2005) -ALT I (OCT 2005)

(j) Performance-Based Payments - Withholding or Suspension - Ceiling Priced Orders. Submission by the contractor of a qualifying proposal for each ceiling priced order issued hereunder is a material requirement of this contracting order that complete definitization will occur within the period specified in paragraph (h) above. Therefore, if the contractor fails to submit a qualifying proposal for any ceiling priced order, performance-based payments may be reduced or suspended for the order concerned as provided in paragraph (e)(1) of the Performance-Based Payments clause of this contract unless such failure of the contractor is due to causes beyond its control and without its fault or negligence. The Cognizant Contracting Officer will notify the contractor, in writing, as to any reduction or suspension of performance-based payments pursuant to FAR 32.1008.

(k) Expenditure Limitation for Ceiling Priced Orders. (This paragraph (k) shall not apply to ceiling priced orders issued against contract line items for initial spares identified in Section B or orders under $25,000.) Pending the establishment of firm prices, performance-based payments, as well as total expenditures by the Government in the case of acceptance, shall be fifty percent (50%) of the ceiling price of each ceiling priced order for which the contractor has not submitted to the Cognizant Contracting Officer a qualifying proposal for definitization, or seventy-five percent (75%) of the ceiling price of each ceiling priced order for which a qualifying proposal has been submitted to the Cognizant Contracting Officer. The contractor shall identify in an attachment to its request for performance-based payments, for each ceiling priced order, the performance-based payment amount requested for each ceiling priced order, and shall state the maximum expenditure limitation specified by this paragraph (k) for the ceiling priced order. In the event of acceptance, the Government shall identify any expenditure limitations specified in this paragraph (k).

5252.217-9502 ORDERING - PROVISIONED ITEMS (COST-REIMBURSEMENT)

USE: Use in Section H in cost-reimbursement solicitations/contracts when provisioned items or other contingency requirements are listed in Section B (i.e., items which refer to Section H). The fill-ins will indicate who will place orders (ACO or PCO) and who will definitize orders.

5252.217-9502 ORDERING - PROVISIONED ITEMS (COST-REIMBURSEMENT) (NAVAIR) (NOV 1999)

(a) Contract Modification - Provisioned Items and Other Requirements to be Furnished When Ordered by the Government. The contractor shall furnish supplies or other requirements under the Item(s) set forth in this clause when a contract modification is issued by the Government in accordance with the procedures specified herein. The Government shall not be liable for any expenses incurred by the contractor under any Item set forth herein until a contract modification is issued by the Government.

(b) Contractor Cost and Fee Proposal - Requirements Being Ordered. When required by the [insert "Administrative Contracting Officer (ACO)" or "Procuring Contracting Officer (PCO)], the contractor shall submit a cost and fee proposal for the requirements the Government contemplates ordering hereunder. Such proposal shall be supported by cost or pricing data as prescribed in FAR 15.403 and DFARS 215.403 unless such requirement has been waived for orders under the contract pursuant to FAR 15.403. Certification of the cost or pricing data shall be made upon agreement on price.

(c) Ordering Period and Terminal Date for Delivery or Performance. Contract modifications for supplies or other requirements may be issued during the period covered by this contract at any time prior to the delivery date of the last article under the applicable Item called for in Section B hereof for which the supplies or other requirements are being procured. Contract modifications issued in accordance with this clause shall provide that deliveries or performance shall be completed not later than fourteen (14) months after the delivery of the last article under the applicable Item called for in Section B hereof for which the supplies or other requirements are being procured.

(d) Ordering. For the purposes of this contract, the [insert "ACO" or "PCO"] is the ordering activity. The [insert "ACO" or "PCO"] will issue contract modifications for supplies or other requirements to be furnished by the contractor in accordance with requirements specified by the cognizant provisioning or requiring activity designated in paragraph (o) below. Each contract modification issued in accordance with paragraph (e) or (f) below shall -

(1) be prepared on Standard Form 30 (Amendment of Solicitation/Modification of Contract);

(2) be numbered as a modification to this contract in accordance with DFARS 204.7106;

(3) state that the contract modification is issued in accordance with this clause;

(4) identify the Item number set forth in Section B of the Schedule under which the supplies or other requirements are being procured (new contract line item number(s) shall not be assigned in any contract modification issued by the ACO.

(5) set forth in full detail the supplies or other requirements and the quantities being procured (deliverable requirements shall be set forth in a contract exhibit (see paragraph (k) below));

(6) include as an Exhibit, DD Form 1423, Contract Data Requirements List, using the exhibit identifier designated in Section B for the Item number, whenever data is ordered under any contract line item number which does not refer to a contract exhibit attached to the contract;

(7) set forth packing and marking requirements for supplies being procured (see FAR 47.305-10 and DFARS 247.305-10);

(8) set forth consignment instructions for supplies being procured to the extent they are known at the time the contract modification is issued (see FAR 47.305-10 and DFARS 247.305-10);'

(9) set forth the negotiated delivery or performance dates (or the Government's desired delivery or performance dates in the case of a unilateral order where the delivery schedule has not been negotiated);

(10) identify those items, if any, subject to the "Limitation of Liability - High-Value Items" clause, if included in this contract;

(11) obligate funds to cover priced orders issued under paragraph (e) below or unilateral orders issued under paragraph (f) below;

(12) set forth the applicable accounting and appropriation data (to be provided to the Cognizant Contracting Officer by the cognizant provisioning or requiring activity (see paragraph (o) below)); and

(13) be given the same distribution as this contract, except that distribution of voluminous contract exhibits shall be limited to: (i) the contractor; (ii) the contract administration office; (iii) the cognizant provisioning or requiring activity; (iv) the paying office, and (v) the accounting office.

(e) Issuance of Supplemental Agreements Covering Priced Orders. Except as otherwise provided in paragraph (f) below, the Cognizant Contracting Officer will issue a supplemental agreement to this contract in the form of a priced order when supplies or other requirements are to be furnished by the contractor. Such supplemental agreement shall set forth the estimated cost and fee for the supplies or other requirements being procured and be otherwise definitive at the time of issuance and shall be signed by the contractor and the Cognizant Contracting Officer.

(f) Issuance of Contract Modifications Covering Unilateral Orders. In those cases where it is not possible to establish the estimated cost and fee for the supplies or other requirements to be furnished by the contractor, the Cognizant Contracting Officer will issue a modification to this contract in the form of a unilateral order. Each unilateral order shall set forth the limitation of Government liability for the supplies or other requirements being procured and shall set signed by the Cognizant Contracting Officer. Provisioned Items Orders shall comply with the applicable requirements set forth in DFARS 217.7602-2.

(g) Limitation of Government Liability and Contractor Obligations Under Unilateral Orders. The limitation of Government liability specified in each unilateral order shall be the limitation on the Government's obligation to pay for the supplies or other requirements being ordered until the estimated cost and fee are established in accordance with paragraph (h) unless such limitation has been increased in writing by the Cognizant Contracting Officer. The contractor shall not be obligated to proceed with performance under any unilateral order if the contractor has reason to believe that the supplies or other requirements called for will exceed the limitation of Government liability specified therein but shall promptly notify the Cognizant Contracting Officer, in writing, with a copy to the cognizant provisioning or requiring activity and propose an increase in the limitation of Government liability. Within [insert number of days] days after receipt of such notification, the Cognizant Contracting Officer will either

increase the limitation of Government liability of the unilateral order concerned or notify the contractor in writing how and to what extent the work is to be continued. If the contractor has reason to believe that the total cost to the Government for the supplies or other requirements called for in any unilateral order will be substantially less than the limitation of Government liability specified therein, the contractor shall promptly notify the Cognizant Contracting Officer, in writing, with a copy to the cognizant provisioning or requiring activity. The Cognizant Contracting Officer may, based upon such notification, decrease the limitation of Government liability of the unilateral order concerned. A decrease in the limitation of Government liability shall be set forth in a modification to the unilateral order concerned.

(h) Establishment of Estimated Costs and Fee Under Unilateral Orders. The contractor shall submit to the Cognizant Contracting Officer not later than [insert number of days] days after the issuance of each unilateral order a cost and fee proposal for the supplies or other requirements ordered by the Government that shall include:

(1) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the unilateral order together with sufficient data to support the accuracy and reliability of such estimate and

(2) supporting cost or pricing data (see paragraph (m) below), except that if a cost and fee proposal including supporting cost or pricing data was submitted to the Cognizant Contracting Officer before the issuance of the unilateral order concerned, only revisions to such cost and fee proposal and the supporting cost or pricing data are required to be submitted to the Cognizant Contracting Officer.

Upon submission of the contractor's cost and fee proposal, or revisions thereto, the contractor and the Cognizant Contracting Officer shall promptly negotiate and establish the estimated cost and fee for the supplies or other requirements called for in the unilateral order concerned. The estimated cost and fee established for the supplies or other requirements, as agreed upon by the contractor and the Cognizant Contracting Officer, shall be set forth in a supplemental agreement to this contract. The item identifications shown in the applicable unilateral order shall be set forth in such supplemental agreement. Multiple unilateral orders or portions of unilateral orders may be incorporated in supplemental agreements, which establish the estimated cost and fee for the supplies or other requirements ordered by the Government. The estimated cost and fee of each unilateral order shall be established at most within one hundred eighty (180) days after the issuance of the unilateral order, or upon completion of forty (40%) percent of the work, whichever occurs earlier. If agreement on a definitive supplemental agreement to this contract is not reached within the period specified above, the Cognizant Contracting Officer may unilaterally determine a reasonable price for the unilateral order concerned in accordance with FAR 15.8 and Part 31 subject to appeal by the contractor as provided in the "Disputes" clause of this contract.

(i) Identification of Costs of Unilateral Orders. The contractor shall identify by order all costs incurred under each unilateral order from the costs of all other work currently being performed and from all orders that are subsequently received. This requirement for the segregation of costs shall continue until the estimated cost and fee for the unilateral order concerned are established by a supplemental agreement to this contract.

(j) Cost and Fee Proposals for Priced Orders and Unilateral Orders. The term "cost and fee proposal", as used herein, means at a minimum, a proposal which contains sufficient information to enable the Government to conduct complete and meaningful audits of the information which the Government is entitled to review in connection with any priced order issued under paragraph (e) above, or any unilateral order issued under paragraph (f) above, as determined by the Cognizant Contracting Officer.

(k) Contract Exhibits Covering Priced Orders and Unilateral Orders. The contractor shall prepare a contract exhibit in accordance with DFARS 204.7105 covering the deliverable requirements (other than data), being procured under a priced order issued under paragraph (e) above or a unilateral order issued under paragraph (f) above. Each contract exhibit shall use the appropriate exhibit identifier assigned in Section B of the Schedule for the contract line item number under which deliverable requirements (other than data) are being procured. Each contract exhibit shall apply only to the contract line item number designated in Section B (or shall apply to one alpha suffix subline item number only if established within the designated contract line item number when the order is issued). The applicable contract line item number (or the applicable alpha suffice subline item number, if established) and the applicable exhibit identifier shall be cited on each contract exhibit. If all available exhibit line item numbers are used within each exhibit (identifier) assigned in Section B for the particular contract line item number(s), the contractor shall notify the Procuring Contracting Officer (PCO), in writing, and request that additional exhibit identifier(s) be assigned for the contract line item number(s) concerned. Any additional exhibit identifier(s) assigned for any contract line item number will be set forth in a unilateral modification to this contract signed by the PCO. This paragraph (k) does not apply to any contract line item number set forth in Section B that calls for data.

(l) Modifications to Priced Orders or Unilateral Orders. Modifications to priced orders or unilateral orders shall be effected in accordance with the procedures for issuing contract modifications specified in this clause. Any claim for charges resulting from a decrease in the supplies or other requirements ordered by the Government shall be

processed in accordance with the termination procedures of this contract. Items of supplies or other requirements set forth in modifications to priced orders and unilateral orders and contract exhibits attached thereto shall be numbered in accordance with the applicable procedure set forth in DFARS 204.7106, except that new contract line item numbers shall not be assigned in contract modifications issued by ACO. The applicable contract line item numbers (or alpha suffix subline item numbers, if any) or exhibit line item numbers cited in priced orders or in unilateral orders issued pursuant to this clause shall be cited in appropriate modifications to such orders.

(m) Cost or Pricing Data. Whenever cost or pricing data, as defined in FAR 15.403, are required in accordance with FAR 15.403 and DFARS 215.403, the Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(n) Provisioning Document, Specifications, or Description of Work. The applicable provisioning document or specification or the description of the work is set forth below. To the extent of any inconsistency between any provisioning document or specification referred to below and the Schedule, the Schedule shall control.

Item	Provisioning Document, Specification or Description of Work
	[List only one requiring activity per CLIN. A requiring activity may have more than one CLIN.]

(o) Provisioning or Requiring Activity. The cognizant provisioning or requiring activity designated below will determine appropriate requirements (see paragraph (d) above) to be set forth in priced orders issued under paragraph (e) above or in unilateral orders issued pursuant to paragraph (f) above. If the cognizant provisioning or requiring activity is a U.S. Navy activity, a signed Certification of Urgency shall be provided to the Cognizant Contracting Officer before the issuance of any unilateral order for requirements specified by such activity.

Item	Requiring Activity
	[List only one requiring activity per CLIN. A requiring activity may have more than one CLIN.]

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5252.217-9506 PROVISIONED ITEMS (TRAINING DEVICES)

USE: Use in Section H in solicitations/contracts when purchase of component parts (provisioning, spares, repair parts, etc.) required to support a training device is anticipated to be made from the prime contractor as a sole source manufacturer.

5252.217-9506 PROVISIONED ITEMS (TRAINING DEVICES) (NAVAIR) (OCT 2005)

(a) Provisioning Technical Documentation.

(1) Only those provisioned items determined to be of prime contractor design control and manufactured, subcontracted, or modified solely for the training device shall be acquired under the terms and conditions of this contract, unless otherwise permitted by Government regulation. By submission of the deliverable Provisioning Technical Documentation specified under DD 1423 Provisioning Data Exhibits, the contractor certifies the accuracy of any determination or recommendation that it is the actual manufacturer.

(2) In addition, the contractor certifies that each item to be delivered will be of the same configuration as the item installed in the training device; or if a higher level configuration, conforms to the original form, fit, and function; and is operationally and mechanically interchangeable with the original item.

(3) If these certifications later prove to be in error, the Contracting Officer may return the affected item(s) to the contractor and require replacement of an acceptable item, or a refund of the entire price paid by the Government for the item. Replacement items or refunds shall be tendered promptly in the time and manner directed by the Contracting Officer. The Contracting Officer's determination is subject to the Disputes clause of the contract.

(4) The contractor shall include the appropriate Provisioning Technical Documentation requirements (including the applicable requirements above) in subcontracts and purchase orders where the documentation is to be prepared by a subcontractor or vendor.

(b) Provisioned Items Ordering.

(1) Provisioning Activity. The following is designated as the provisioning activity(s) authorized to issue provisioned items ordered under this contract: _____

(2) Establishment of Firm Prices.

(i) Notice Requirement. The contractor shall notify the Procuring Contracting Officer (PCO) and the Administrative Contracting Officer (ACO) within ten (10) days after receipt of the Provisioned Items Order if it cannot be accomplished within the estimated prices or not to exceed amounts cited in the order.

(ii) Proposal Submission. The contractor shall submit a proposal to the ACO (with a copy to the PCO) to establish firm fixed prices and a firm delivery schedule for all individual items authorized for purchase under the Provisioned Items Order no later than sixty (60) days after receipt of the order. The contractor shall identify any long lead time items or other special circumstances pertaining to any of the items as a part of this proposal submission; and may be required to provide supplemental information if a price for any part has increased by twenty-five (25%) percent or more at any time within the most recent twelve (12) month period.

(c) Negotiation and Executing Supplemental Agreements.

(1) The Contract Administration Office is delegated the authority to obtain the contractor's notice and price proposal within the time frames specified above, assign the appropriate exhibit identifiers (if not already assigned by the PCO in the order), evaluate the proposal (including the limitation on price increases in accordance with DFARS 217.7504, if applicable) negotiate and issue the definitizing Supplemental Agreement (Standard Form 30) for the Provisioned Items Order. If the certification regarding actual manufacture reveals item(s) not manufactured by the contractor other than those already identified as an exception, the ACO shall immediately notify the PCO so a determination can be made to proceed with the purchase or to cancel the item from the order.

(2) If adequate funds are available when negotiations are completed and agreement as to firm fixed price(s) and delivery schedule(s) has been reached for each individual item, the ACO shall definitize the negotiation by issuance of a bilateral Standard Form 30 (Supplemental Agreement). If adequate funds are not available, no definitizing modification can be issued and the ACO will immediately contact the issuer of the order by telephone requesting the additional funds (confirming the oral request immediately in writing). Any additional funds will be provided by a modification to the contract.

(3) The ACO definitizing modification shall include the following information:

(i) Reference to the Provisioning Items Order/Modification number and any later modification number(s) issued which related to and/or provides additional information or funding.

(ii) The applicable Purchase Request Number provided in Block 4, Requisition/Purchase Request Number, of the Provisioned Items Order.

(iii) The applicable ACRN and fund citation provided in Block 12, Accounting and Appropriation Data. Any excess funds available (the difference between the amount obligated for the order including later increases or decreases and the amount negotiated and agreed upon by the ACO) shall be shown as a deobligation. If there are no excess funds, "No Change" will be cited.

(iv) Distribution. Both the Provisioned Items Order and any definitizing modification shall be given the same distribution as the basic contract.

(4) Changes. The contractor shall not make any substitutions or changes to part numbers or quantities; nor cancel any items listed in the Provisioned Items Order without prior review, evaluation, screening and approval by the PCO. The contractor shall prepare technical information concerning the circumstances or reasons for any substitution, change or cancellation; and a proposal if a price change is anticipated as a result, and submit it to the PCO with a copy to the ACO. If a determination is made that the change is acceptable, the ACO will be delegated the authority to negotiate and issue the modification to the contact.

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5252.217-9507 OVER AND ABOVE WORK REQUESTS

USE: Use in Section H in firm-fixed price solicitations/contracts requiring performance of over and above maintenance, overhaul, modification or repair. Use separate fixed-price line items, work request procedures and specify dollar limits. DFARS 252.217-7028 must be incorporated into the contract.

5252.217-9507 OVER AND ABOVE WORK REQUESTS (NAVAIR) (OCT 2005)

(a) These procedures apply when the contractor identifies needed repairs that are over and above the requirements of the contract and recommends corrective action during contract performance in accordance with DFARS 252.217-7028, "Over and Above Work".

(b) The contractor shall prepare and submit the applicable Over and Above Work Request (OAWR) Form similar to the one attached to this contract to the [specify ACO or PCO], via the COR, for authorization to proceed. The

contractor shall use the OAWR to describe the over and above work that needs to be performed, including any parts and materials, in such detail as necessary to permit a thorough evaluation. The contractor shall attach competitive subcontractor quotes, or, if such quotes are not available, the contractor shall justify the total cost by specifying direct hours by labor category, as well as the type, quantity and cost of the material needed to perform the repair or replacement. The contractor shall also propose a schedule to complete the needed repair or replacement.

(c) The COR will review the OAWR submitted by the contractor, and then forward the form to the [specify technical office and other offices requiring a copy] with a recommendation of approval or disapproval, with one copy to [specify ACO or PCO]. The COR will annotate the form with the reasons for the recommendation.

(d) The [specify ACO or PCO] shall take one of the following actions:

(1) Disapprove the OAWR. In this event, the OAWR will be returned to the contractor. A copy will also be provided to the COR.

(2) Authorize the OAWR. In this event, a modification (Standard Form 30) will be issued. Upon issuance of the modification, the contractor shall proceed with the repair or replacement effort.

(e) To the maximum extent practical, a FFP will be negotiated for this effort prior to the start of the work. In the event that the urgency of the effort does not permit the negotiation of an FFP, then the authorizing modification will establish not-to-exceed (NTE) prices. A sub-line item, under the OAWR line item, will be established to fund the effort. The Government is not responsible for any costs incurred by the contractor, which exceed the NTE price established by the modification.

(f) Modifications to an OAWR will be effected by Standard Form 30.

(g) If the OAWR is issued on an NTE basis, the contractor shall promptly submit a proposal for the OAWR to the [specify ACO or PCO]. The [specify ACO or PCO] is responsible for negotiating a FFP for the OAWR and issuing an appropriate modification which establishes a FFP for that amount. The definitizing modification should include the following information:

(1) Reference to the OAWR and modification number and any later modification, which relates to that OAWR.

(2) The applicable ACRN and fund citation provided in the Accounting and Appropriation Data Block. Any excess funds are to be deobligated.

5252.217-9507 I OVER AND ABOVE WORK REQUESTS- ALTERNATE I

USE: Use in Section H in Time & Material solicitations/contracts requiring performance of over and above maintenance, overhaul, modification or repair. Use separate line items, work request procedures and specify dollar limits. DFARS 252.217-7028 must be incorporated into the contract.

5252.217-9507 OVER AND ABOVE WORK REQUESTS ITEMS (NAVAIR) (OCT 2005) - ALT I (OCT 2005)

(a) These procedures apply when the contractor identifies needed repairs that are over and above the requirements of the contract and recommends corrective action during contract performance in accordance with DFARS 252.217-7028, “Over and Above Work”.

(b) The contractor shall prepare and submit the applicable Over and Above Work Request (OAWR) Form similar to the one attached to this contract to the [specify ACO or PCO], via the COR, for authorization to proceed. The contractor shall use the OAWR to describe the over and above work that needs to be performed, including any parts and materials, in such detail as necessary to permit a thorough evaluation. The contractor shall attach competitive subcontractor quotes, or, if such quotes are not available, the contractor shall justify the total cost by specifying direct hours by labor category, as well as the type, quantity and cost of the material needed to perform the repair or replacement. The contractor shall also propose a schedule to complete the needed repair or replacement.

(c) The COR will review the OAWR submitted by the contractor, and then forward the form to the [specify technical office and other offices requiring a copy] with a recommendation of approval or disapproval, with one copy to [specify ACO or PCO]. The COR will annotate the form with the reasons for the recommendation.

(d) The [specify ACO or PCO] shall take one of the following actions:

(1) Disapprove the OAWR. In this event, the OAWR will be returned to the contractor. A copy will also be provided to the COR.

(2) Authorize the OAWR. In this event, a modification (Standard Form 30) will be issued. Upon issuance of the modification, the contractor shall proceed with the repair or replacement effort.

(e) For each OAWR, the T&M Not to Exceed (NTE) price is the ceiling price for the effort. The Government is not responsible for any costs incurred by the contractor which exceed the NTE price established by the modification, unless and until such amount is increased by the [specify ACO or PCO] by formal modification to the contract.

(f) Modifications to an OAWR will be effected by Standard Form 30.

(g) Upon completion of the effort, the contractor shall promptly submit a proposal for the OAWR to the [specify ACO or PCO]. The [specify ACO or PCO] is responsible for negotiating a definitive price for the OAWR and issuing an appropriate modification. The definitizing modification should include the following information:

(1) Reference to the OAWR and modification number and any later modification, which relates to that OAWR.

(2) The applicable ACRN and fund citation provided in the Accounting and Appropriation Data Block. Any excess funds are to be deobligated.

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5252.217-9508 OVER AND ABOVE WORK REQUIREMENTS - TIME AND MATERIAL REQUIREMENTS LINE ITEMS

USE: Use in Section H in time-and-material contracts/solicitations that 5252.217-9507 Alt I and 252.217-7028 incorporated into the contract.

5252.217-9508 OVER AND ABOVE WORK REQUIREMENTS - TIME AND MATERIAL REQUIREMENTS LINE ITEMS (NAVAIR) (MAR 1999)

(a) The contractor shall be paid for work performed under Over and Above Work Requirements - Time and Material Requirements line items in accordance with FAR Clause 52.232-7, Alt I, "Payments under Time-and-Materials and Labor-Hour Contracts".

(b) Final negotiated hourly labor rates will be made an attachment to this contract. The submission of these rates shall be made to the [identify ACO or PCO] who will negotiate the rates and incorporate them into the contract.

(c) All work performed shall be billed at straight time rates. No overtime rates are authorized.

(d) A maximum of eight (8) hours per person will be paid per day while in travel status regardless of the actual time in transit.

(e) Over and Above Work Requirements - Time and Material Work Requirements requests shall be processed and according to procedures in the Special Contract Requirements provision, 5252.217-9507 Alt I entitled "Over and Above Work Requests ."

5252.217-9509 LIABILITY FOR GOVERNMENT PROPERTY UNDERGOING SERVICES, REPAIRS OR MODIFICATIONS

USE: Use in Section H in solicitations/contracts for maintenance/repair/modification of Govt. property, where the contractor will have the property off the Govt. installation. Do not use when FAR 52.245-2 Alt I is included in the contract.

5252.217-9509 LIABILITY FOR GOVERNMENT PROPERTY UNDERGOING SERVICES, REPAIRS OR MODIFICATIONS (NAVAIR) (OCT 2006)

(a) As to Government property delivered to or picked up by the contractor for servicing, repairs, modification or for services preliminary thereto, the contractor shall be fully liable as an insurer for any loss of or damage to such equipment or property while in his care, custody or control arising from any cause whatsoever and he agrees to reimburse the Government in full for his account. Unless otherwise specified in the contract schedule, the Government retains title to any and all scraps, salvage or other residual materials originating from said equipment or property.

(b) Subject to the "Disputes" clause of this contract, the Contracting Officer may make an equitable adjustment downward in the contract price, or in any monies due to the contractor, to compensate the Government in whole or in part for loss or damage for which the contractor is liable hereunder.

5252.219-9500 INCENTIVE SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

USE: Use in Section H in solicitations/contracts that have FAR 52.219-10 incorporated into the contract.

5252.219-9500 INCENTIVE SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (NAVAIR) (OCT 2005)

The contractor has established, in his subcontracting plan, the following goals for awards to small business, small disadvantaged business and women owned business concerns:

(a) [insert percent] percent of the total planned subcontract amount of $[insert dollar amount] to small business concerns.

(b) [insert percent] percent of the total planned subcontract amount of $[insert dollar amount] to HUBZONE small business concerns,

(c) [insert percent] percent of the total planned subcontract amount of $[insert dollar amount] to small disadvantaged business concerns, and

(d) [insert percent] percent of the total planned subcontract amount of $[insert dollar amount] to women-owned small business concerns.

(e) [insert percent] percent of the total planned subcontract amount of $[insert dollar amount] to veteran-owned small business concerns.

(f) [insert percent] percent of the total planned subcontract amount of $[insert dollar amount] to service-disabled, veteran-owned small business concerns.

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5252.219-9501 LESS THAN FIVE PERCENT SMALL DISADVANTAGED BUSINESS SUBCONTRACTING GOAL

USE: Use in Section L in solicitations where FAR 52.219-9 and DFARS 252.219-7003 are incorporated into the contract.

5252.219-9501 LESS THAN FIVE PERCENT SMALL DISADVANTAGED BUSINESS SUBCONTRACTING GOAL (NAVAIR) (MAR 1999)

Offerors submitting Small and Small Disadvantaged Business Subcontracting Plans per FAR Clause 52.219-9, "Small Business Subcontracting Plan" and DFARS Clause 252.219-7003, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)" which reflect a Small Disadvantaged Business (SDB) goal of less than five percent shall also provide, as a part of the subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal cannot be proposed.

5252.219-9502 SUBMISSION OF SBIR PHASE II PROPOSAL

Use: In Section H of Phase I SBIR contracts. Previously C39.

5252.219-9502 SUBMISSION OF SBIR PHASE II PROPOSAL (NAVAIR) (OCT 2005)

A company must be invited by the Technical Point of Contact (TPOC) to submit a Phase II proposal and should not do so before receiving such direction from the TPOC.

5252.222-9500 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS

USE: Use in Section H in solicitations/contracts subject to the Service Contract Act when SF98 has been submitted to the Dept. of Labor for a wage determination, but the determination has not yet been received. Use only when on-line service is not available.

5252.222-9500 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (NAVAIR) (OCT 1994)

A Service Contract Act (SCA) wage determination has been requested from the U.S. Department of Labor. Until receipt of a wage determination, Attachment [insert attachment number] (wage determination in the existing contract) will be applicable to this contract. If a new wage determination is received prior to contract award, it will be incorporated by amendment to this solicitation.

5252.222-9501 IDENTIFICATION OF FIRST-TIER SUBCONTRACTORS FOR PRE-AWARD CLEARANCE PURPOSES

USE: Use in Section K in solicitations where the potential exists for first tier subcontracts that will be at a dollar amount requiring EEO Preaward clearance (see FAR 22.805(a)).

5252.222-9501 IDENTIFICATION OF FIRST-TIER SUBCONTRACTORS FOR PRE-AWARD CLEARANCE PURPOSES (NAVAIR) (FEB 1995)

(a) In order to comply with the pre-award clearance requirement of FAR 22.805(a), the bidder/offeror will identify any first-tier subcontractors proposed and estimated at $10,000,000 or more, including name, address, telephone number, place or places of performance, and the estimated amount of the subcontract (if known) in the space provided below:

_____
_____
_____
_____
_____

(b) For the purpose of this clause, "subcontract" means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of an employer and employee), (1) for furnishing of supplies or services or for use of real or personal property, including lease arrangements, that in whole or in part is necessary to the performance of any one or more Government contracts or (2) under which any portion of the contractor's obligation under any one or more Government contracts is performed, undertaken, or assumed. "Subcontractor" means any person who holds, or has held a subcontract subject to EO 11246. The term "first-tier subcontractor" means a subcontractor holding a subcontract with a prime contractor.

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5252.222-9502 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS

USE: In all services or contraction contracts which require performance in Iraq or Afghanistan.

5252.222-9502 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (JCC-I/A 952.222-0001)(MAR 2009)

(a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

(6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

5252.223-9000 DoN ADDITIONAL SAFETY REQUIREMENTS APPLICABLE TO SPECIFIED GOVERNMENT FURNISHED AMMUNITION AND EXPLOSIVES

USE: :In accordance with NMCARS 5223.370-5 use this clause : (1) , in solicitations and contracts that: (i) contain the clause at DFARS 252.223-7002, and (ii) provide as GFM any A&E containing nitrocellulose-based propellants and/or nitrate ester-based materials (such as nitroglycerin,) or other similar A&E with a tendency to become chemically unstable over time. (2) The head of the activity may make administrative adjustments to the additional requirements (e.g. specify activity points of contact, adjust specified lead times) or add further measures which increase safety requirements as appropriate.

5252.223-9000 DoN ADDITIONAL SAFETY REQUIREMENTS APPLICABLE TO SPECIFIED GOVERNMENT FURNISHED AMMUNITION AND EXPLOSIVES (OCT 1997)

The following additional safety requirements apply to Government Furnished Material (GFM) Ammunition and Explosives (A&E) containing nitrocellulose-based propellants and/or nitrate ester-based materials (such as nitroglycerin,) or such other similar A&E provided as GFM and designated by the Contracting Officer which have a tendency to become chemically unstable over time:

(a) The Contractor shall maintain inventory control records of potentially unstable GFM A&E by National Stock Number (NSN) or part number, lot number, nomenclature, storage location, quantity and date of receipt.

(b) The Contractor shall comply with any Government notice concerning any restrictions, suspensions and limitations imposed by the cognizant Government component on GFM A&E to ensure that the materials are safe for continued storage.

(c) Upon receipt of a notice from the Government of reclassification actions taken by the Government that render GFM A&E unserviceable, suspended or restricted, the Contractor shall immediately follow the instructions contained within the notice.

(d) When directed by the Government, the Contractor shall ship samples of GFM A&E in its possession to Government testing facilities. GFM A&E samples will be shipped with the Contract Number, NSN or part number, lot number, nomenclature and quantity clearly marked on the Bill of Lading. Failure to comply may result in rejection and/or disposal of the material at the destination at the expense of the Contractor. Any costs associated with the rejection and/or disposal of non-compliant or unauthorized shipments shall be borne by the Contractor.

(e) Within 30 days of completion or termination of the contract, the Contractor shall request disposition instructions from the Contracting Officer for any residual, unserviceable, suspended or restricted GFM A&E. The Contracting Officer shall provide disposition instructions to the Contractor not later than 90 days after they are requested.

(f) If disposition instructions direct shipment to a Government disposal or storage activity, the Contractor shall obtain verification of the contents and marking by the contract administration office Quality Assurance Representative prior to shipment. Additionally, the Contractor shall notify the receiving activity 30 days prior to shipment and provide a detailed list of GFM A&E being returned. Returned materials will be shipped with the Contract Number, NSN or part number, lot number, nomenclature and quantity clearly marked. Failure to comply may result in rejection and/or disposal of the material at the destination at the expense of the Contractor. Any costs associated with the rejection and/or disposal of non-compliant or unauthorized shipments shall be borne by the Contractor.

(g) If the Contractor has the capability to dispose of these materials at its facility and has been instructed to do so through disposition instructions, the Contractor shall provide written notice to the Contracting Officer identifying the materials it is disposing of by the Contract Number, NSN or part number, lot number, nomenclature and quantity, and the date the disposition of the materials was accomplished.

(h) If direction issued under this clause causes an increase in the cost of performance under this contract, the Contracting Officer shall make an equitable adjustment in the contract price.

5252.223-9001 NOTICE TO OFFERORS USE OF OZONE DEPLETING SUBSTANCES

USE: In accordance with NMCAR 5252.803-91, Offerors should be encouraged to share with the DoN any knowledge they might have regarding Class I ODS required by specifications or standards in a solicitation. The contracting officer may include this provision or a substantially similar provision in solicitations, if considered appropriate.

5252.223-9001 NOTICE TO OFFERORS--USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified	Specification/Standard
_____	_____
_____	_____

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

5252.223-9501 MATERIAL SAFETY DATA SHEET (MSDS)

USE: Use in Section H in solicitations/contracts that have FAR 52.223-3, “Hazardous Material Identification and Material Safety Data”, incorporated into the contract.

5252.223-9501 MATERIAL SAFETY DATA SHEET (MSDS) (NAVAIR) (APR 2009)

(a) The contractor shall forward an electronic copy of the Material Safety Data Sheet (MSDS) required under FAR Clause 52.223-3, “Hazardous Material Identification and Material Safety Data”, to Mar-navyhmirs@med.navy.mil and the Naval Inventory Control Point (NICP) at wraps.prime.fct@navy.mil.

(b) One copy of the MSDS shall be enclosed with the shipping documents. If the shipment is received without an attached copy of the MSDS, the Government has the right to refuse receipt.

5252.223-9502 HAZARDOUS MATERIAL

USE: Use in Section D in solicitations/contracts involving the shipment of hazardous materials such as: explosives; flammable, non-flammable, and poisonous gases; flammable liquids and solids; oxidizing substances, poisonous (toxic) and infectious substances; radioactive substances; and corrosives. Fill-ins for the installation environmental directors are as follows for: China Lake- (760)939-9813, 429 E. Bowen Ave. MS4014, China Lake, CA 93555-6108; Point Mugu - (805)989-3804, 311 Main Rd, Building: PM632, Point Mugu, CA 93042; Cherry Point - (252)464-8042; Roosevelt Rd, Cherry Point, NC 28533-0021; North Island - (619)545-2902, BLDG 334, NASNI, San Diego, CA 92135 ; Lakehurst - (732)323-7544; Building 5 Floor 1, Lakehurst, NJ 08733-5060; Patuxent River - (301)757-0005, 22541 Johnson Road, Bldg. 1410, Floor 1, Patuxent River, MD 20670; Jacksonville - (604)542-2200 X338, Fleet Readiness Center Southeast, Building 101W, Jacksonville, FL 32212 ;NAVAIR HQ - (301) 757-6177; 47013 Hinkle Circle, Building 416, Room 200B, Patuxent River, MD 20670; OR Orlando- (407)380-8033, 12350 Research Parkway, Orlando, FL 32826.

5252.223-9502 HAZARDOUS MATERIAL (NAVAIR)(APR 2009) -

(a) Packaging, Packing, Marking, Labeling and Certification of Hazardous materials for shipment by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and Title 49 Code of Federal Regulations (CFR), Part 100-199 as applicable. In the event of any contradictions between the documents, 49 CFR shall govern or the applicable modal transport regulation.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable modal transport regulations, the regulations shall take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures that are not in accordance with laws and regulations applicable to the mode of transportation employed.

(c) To ascertain which Department of Defense, or local installation regulations, concerning hazardous materials may have impact on this contract, the contractor should contact: Environmental Director [site specific address and phone number].

5252.223-9502 HAZARDOUS MATERIALS - ALTERNATE I

USE: Use in Section D when more information is desired than in the basic clause. Add the following to information to paragraph (b).

5252.223-9502 HAZARDOUS MATERIALS (NAVAIR) (APR 2009) - ALT I (APR 2008)

(b)…

List of Modal Transport Regulations

(1) Title 49, Code of Federal Regulations: Transportation Parts 100-199

(2) International Civil Aviation Organization (ICAO); Technical Instructions for the Safe Transport of Dangerous Goods by Air

(3) International Air Transport Association (IATA); Dangerous Goods Regulations

(4) International Maritime Dangerous Goods (IMDG); International Maritime Dangerous Goods Code

(5) Air Force Interservice Manual 24-204(I) (a.k.a. NAVSUP PUB 505) Preparing Hazardous Materials for Military Air Shipments

*(6) Export Shipments are also subject to the domestic regulations indicated at the port of embarkation.

5252.223-9503 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS

USE: In all service and construction contracts with performance in Iraq or Afghanistan.

5252.223-9503 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (JCC-I/A 952.223-0001) (MAR 2009)

Contractors shall notify the Contracting Officer as soon as practicable, whenever employee kidnapping, serious injuries or deaths occur:

Report the following information:

Contract Number: Contract Description & Location, Company Name
Reporting party: Name, Phone number, E-mail address
Victim: Name, Gender (Male/Female), Age, Nationality, Country of permanent residence
Incident: Description, Location, Date and time
Other Pertinent Information

5252.225-9506 VERIFICATION OF "SHIP TO" AND/OR "NOTICE OF AVAILABILITY" ADDRESS

USE: Use in Section H in solicitation/contracts, which contain Foreign Military Sales (FMS) Items.

5252.225-9506 VERIFICATION OF "SHIP TO" AND/OR "NOTICE OF AVAILABILITY" ADDRESS (NAVAIR) (JAN 1992)

The contractor shall submit a request in duplicate to the Transportation Office of the cognizant Contract Administration Office for verification of the "Ship to" address. If the offer/release instructions require a "Notice of Availability" the contractor shall also request verification of the address to which notification will be made (the 'IAC 3' address). Such requests shall be submitted at least ten (10) days in advance of (i) date Notice of Availability is to be submitted, or (ii) actual shipping date, if shipment is to be released automatically.

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5252.225-9507 CONTRACT DELIVERY REQUIREMENTS (JJC-I/A Clause 952.225-0006)

USE: In Section F of all solicitations/contracts providing supplies to be delivered to Iraq or Afghanistan.

5252.225-9507 CONTRACT DELIVERY REQUIREMENTS (JCC-I/A 952.225-0006)(MAR 2009)

(a) REQUIRED DELIVERY DATE: _____
(b) CONTRACTOR DELIVERY LOCATION: _____
(c) POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:
Name: _____
Phone No.: _____ E-Mail: _____
(d) FINAL DELIVERY DESTINATION: _____
(e) POINT-OF-CONTACT AT FINAL DESTINATION:
Name: _____
Phone No.: _____ E-Mail: _____
REQUIRING ACTIVITY: _____

5252.225-9508 MANDATORY SHIPPING INSTRUCTIONS (IRAQ) (JCC-I/A Clause 952.225-0007)

USE: In Section F in all solicitations and contracts in which the shipment of supplies or materials to Iraq or Afghanistan will be tracked or otherwise supported by the Logistics Operations of the U.S. Army Corps of engineers, Gulf Region Division or the Commercial Distribution Division of MNF-1.

5252.225-9508 MANDATORY SHIPPING INSTRUCTIONS (IRAQ) (JCC-I/A 952.225-0007)(MAR 2009)

(a) The Commercial Logistics Distribution Agency (CLDA) is required to track supplies and materiel shipped into Iraq. Prompt notification of shipment movements and compliance with information requirements will assist in providing advance notice to the point of entry for all inbound shipments.

(b) In accordance with the U.S./Iraq Security Agreement, no taxes shall be imposed on goods and services purchased.

(c) Upon contract award, the contractor/consignor the contractor shall provide the necessary logistical information required by CLDA.

STEP 1: Upon contract award go to the following JCCS website:
-- https://www.rebuilding-iraq.net/portal/page?_pageid=95,1&_dad=portal&_schema=PORTAL

STEP 2:
Select the "Logistics" and then the "Customs" radio buttons.
Select and complete the "Customs Levy Waiver Form".

STEP 3:
Select the "Logistics" and then the "Logistics Information Requirements" radio buttons.
Select and complete the "Logistics Information Requirements Form".

STEP 4:
(a) Email the (1) completed "Customs Levy Exemption Form", (2) a copy of the front page of the signed contract; and (3) the pages from the contract that describe the required supplies, equipment or end product to the Logistics Movement Coordination Center (LMCC) at pcocustoms@pco-iraq.net. The LMCC can be contacted by telephone at +1(281) 669-2372 or +964 (790) 192 4129.

(b) The "Customs Levy Exemption Form" will be reviewed by a Government of Iraq representative. If the shipment qualifies for a levy exemption, the "Customs Levy Exemption Form" will be stamped and emailed back to the contractor. The stamped form must accompany every shipment for which a levy exemption is desired.

(c) Contact the Logistics Movement Coordination Center (LMCC) Watch Officer at the following e-mail address: pcolmcc@pco-iraq.net if there are any problems with the administrative requirements of this clause.

(d) Complete a Form DD-250 form, Material Inspection and Receiving Report, and provide it and the invoice for the shipment with the cargo.

(e) Commercial Air Shipments require (1) airway bills and (2) the "Customs Levy Exemption" form to be emailed to SkyLink Arabia at logistics@ska-arabia.com at least 7 days prior to the arrival of the cargo at the port of entry. SkyLink Arabia can be contacted at +964 (7901) 926 284. It is the contractor's responsibility to provide all the requested information in sufficient time to allow coordination of required delivery. Failure to comply with these instructions may result in delaying the arrival of supplies and materiel at their final destinations.

STEP 5:
(a) Email the following documents to GRD Programs at GRD.NONCON@pcoiraq.net:
(1) Approved Customs Levy Waiver Form
(2) Logistics Information Requirements Form
(3) Completed DD-250
(4) Airway bills (if applicable)

(b) Provide the following information in the subject line of the email:
(1) Contract Number
(2) Task/Delivery Order Number (if applicable)
(3) Full or Partial Shipment

(c) Provide the following information in the body of the email:
(1) All information from the subject line
(2) CLIN Number
(3) Iraq Point of Entry
(4) Freight Forwarding Information (if applicable)
(5) Contractor point-of-contact (name, phone number, email address)

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5252.225-9509 Reserved

5252.225-9510 COMPLIANCE WITH LAWS AND REGULATIONS(JCC-I/A Clause 952.225-0004)

USE: In Section H of all solicitations and contracts for service and construction with place of performance in Iraq or Afghanistan.

5252.225-9510 COMPLIANCE WITH LAWS AND REGULATIONS (JCC -I/A 925.225-0004)(MAR 2009)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Operations (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

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5252.225-9511 Reserved

5252.225-9512 Reserved- Converted to NAVAIR 5252.222-9502

5252.225-9513 Reserved – Converted to NAVAIR 5252.223-9503

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5252.225-9514 ARMED PERSONNEL INCIDENT REPORTS: (JCC I/A 952.225-0002)

USE: In Section H of all solicitations/contracts with place of performance in Iraq or Afghanistan.

5252.225-9514 ARMED PERSONNEL INCIDENT REPORTS (JCC-I/A 952.225-0002)(MAR 2009)

(a) All Contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I) or Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I or

CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective MNF-I or CJTF Commander relating to force protection and safety.

(b) **IRAQ:** Contractors shall provide all incidents and use of weapons firing incidents to the MNC-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at: mncic3conoc@iraq.centcom.mil;, DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

(c) AFGHANISTAN: Contractors shall report all incidents and use of weapons through their Contracting Officers who will notify the JOC Watch at Bagram AB. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The JOC Watch duty officer will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractors name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

5252.225-9515 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS(JCC I/A952.225-0003)

USE: In Section H of all solicitations and contracts with place of performance in Iraq or Afghanistan.

5252.225-9515 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JCC-I/A 952.225-0003)(MAR 2009)

(1) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(2) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI >/= 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1year) of mood disorder, thought disorder, anxiety, somotoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders.

(Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(3) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(4) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(5) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated 4 June 2008, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

(a) Inpatient daily rate: $2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(b) Outpatient visit rate: $195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

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5252.225-9516 MONTHLY CONTRACTOR CENSUS REPORTING (JCC-I/A 952.225-0005)

USE: In Section H of all solicitations/contracts for service or construction with place of performance in Iraq or Afghanistan.

5252.225-9516 MONTHLY CONTRACTOR CENSUS REPORTING (JCC-I/A 952.225-0005)(MAR 2009)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

(1) The total number (prime and subcontractors at all tiers) employees.
(2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
(3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
(4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
(5) Name of province in which the work was performed.
(6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

5252.225-9517 Reserved.

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5252.225-9518 ARMING REQUIREMENTS AND PROCEDURES FOR PRIVATE SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION

Use: In Section H of all solicitations/contracts with performance in Iraq or Afghanistan.

5252.225-9518 ARMING REQUIREMENTS AND PROCEDURES FOR PRIVATE SECURITY SERVICES CONTRACTORS, AND FOR REQUESTS FOR PERSONAL PROTECTION (JCC-I/I 952.225-0001)(MAR 2009)

(a) General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including US CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

(1) DODI 3020.41, Program Management for Acquisition and Operational Contract Support in Contingency Operations;;

(2) DFARS 252.225-7040, Contractor Personnel Supporting a Force Deployed Outside the United States; (MAR 2008)

(3) Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility

(4) CPA Order #17, Registration Requirements for Private Security Companies, dated 27 Jun 04;

(5) US CENTCOM Policy Letter, Mod 1, Personal Protection and Contract Security Service Arming, dated 7 Nov 2006

(b) Required Government Documentation. The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

(1) The specific location where the PSC will operate;

(2) The persons and/or property that require protection;

(3) The anticipated threat;

(4) The required weapon types; and

(5)The reason current security/police forces are inadequate.

(c) Required Contractor Documentation. Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):

(1) Documentation that each employee who will be armed under the contract received the following training—

(A) Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency

(B) Law of Armed Conflict (LOAC);

(C) Rules for the Use of Force (RUF), as defined in the US CENTCOM Policy, dated 23 December 2005; and

(D) Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

(2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

(3) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;

(4) One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;

(5) A communications plan that, at a minimum, sets forth the following:

(A) The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;

(B) How relevant threat information will be shared between contractor security personnel and U.S. military forces; and

(C) How the contractor will coordinate transportation with appropriate military authorities.

(6) An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

(A) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin US Embassy Information Request, CIA records, and/or any other records available;

(B) Verify with MNC-I or Afghanistan RCE – CG Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and

(C) Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

(d) Required Contractor Acknowledgements. Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

(1) Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(2) Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.

(3) Lapses in Training. Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient

(e) Authorized Weapon & Ammunition Types. Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

(1) The M9, M4, M16, or equivalent (e.g. .45 CAL , AK-47).

(2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

(3) US government Ball ammunition is the standard approved ammunition.

(f) Requirements for Individual Weapons Possession. All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:

(1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);

(2) Carry weapons only when on duty or at a specific post;

(3) Not conceal any weapons, unless specifically authorized;

(4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and

(5) IAW USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or and exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

(g) Weapons/Equipment Restrictions and Responsibilities. Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(h) Rules for the Use of Force (RUF). In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

(1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense;

(2) Failing to cooperate with Coalition and Host Nation forces;

(3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;

(4) Failing to use a graduated force approach;

(5) Failing to treat the local civilians with humanity or respect; and

(6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(i)Retention and Review of Records. The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

(j) Contractor Vehicles. Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble US/Coalition or host nation military and police force vehicles.

(k) Quarterly Reporting. The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

(1) The total number of armed civilians and contractors;

(2) The names and contact information of its subcontractors at all tiers; and

(3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

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5252.225-9519 Reserved

5252.225-9520 SHIPPING INSTRUCTIONS FOR WEAPONS (JCC I/A 952.225-0008)

USE: In Section F in solicitations/contracts that require the delivery of weapons to Iraq or Afghanistan.

5252.225-9520 SHIPPING INSTRUCTION FOR WEAPONS (JCC I/A 952.225-0008)(MAR 2009)

(a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).

(b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.

(c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.

(d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

5252.225-9521 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (JCC I/A 952.225-0009)

USE: In Section H in solicitations/contracts that may employ locally hired employees working on bases supporting U.S. Forces with performance in Iraq, in accordance with MNF-1 (draft) FRACO. This clause shall be added by contract modification to all existing applicable contract in Iraq and to contracts in Afghanistan, at the discretion of the Contracting Officer, based upon consultation with the requiring activity.

5252.225-9521 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (JCC-I/A 952.225-0009)(MAR 2009)

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National, and U.S. employees, working on military have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).

(i) Chest x-rays shall be taken and TBTs administered within 90 days prior to the start of employment.

(ii) Screening may be performed either by a licensed medical provider from the local economy or by contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening documentation will be required by the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution shall have current Typhoid and Hepatitis "A" (full series) vaccinations, in addition to the TB tests required above.

(1) At least the first inoculation in the Hepatitis "A" series must be given prior to the start of employment, with continuation and completion of the inoculation series. The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity.

(i) Once the complete Hepatitis "A" vaccination series is completed, it does not have to be repeated. The Typhoid vaccination requires a booster immunization every three years.

(ii) Proof of individual employee vaccinations shall be provided to the Contracting Officer and maintained by the Contractor for examination by the Contracting Officer.

5252.225-9522 CONTRACTOR EMPLOYEE LEGAL REQUIREMENTS (JCC-I/A 952.225-0010)

Use in Section H of Service and Construction solicitations and contracts for work in Iraq and Afghanistan.

5252.225-9522 CONTRACTOR EMPLOYEE LEGAL REQUIREMENTS (JCC-I/A 952.225-0010) (MAR 2009)

(a) The contractor shall not employ, nor allow a subcontractor to employ, any person that has ever been convicted, in any U.S. court, including a court-martial, of any crime against an Iraqi and/or an Afghan national, regardless of the place at which the crime occurred.

(b) For the purpose of this clause, "crime" is defined as: "a violation of a law in which there is injury to the public or a member of the public and a term in jail or prison, and/or a fine as possible penalties." Further, the crime must be an offense that could be classified as a Class B misdemeanor, or any higher class up to a Class A felony, as referenced at 18 USC §3559.

(c) Contractors shall exercise effective screening processes to ensure that individuals not conforming to this standard are identified and prohibited from, or removed from (if already employed) working under this contract.

(d) Contractor employees discovered to have one of more prior convictions as described above shall be removed from the contract at the contractor's expense.

(e) Failure to adhere to the requirements of this clause could result in a termination for cause or termination for default, in accordance with the terms and conditions of this contract.

5252.227-9501 INVENTION DISCLOSURES AND REPORTS

USE: Use in Section H in solicitations/contracts that have one of the patent rights clauses incorporated into the contract. Alternate I is for WD and Alternate II is for TSD.

5252.227-9501 INVENTION DISCLOSURES AND REPORTS (NAVAIR) (MAY 1998)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel: _____

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

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5252.227-9505 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs)

USE: Use in Section H in "follow-on" solicitations/contracts for the production of supplies when ECPs may be submitted under terms of the contract.

5252.227-9505 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR) (AUG 1987)

Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Navy contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA

USE: Use in Section H in solicitations/contracts that include unclassified technical data or specifications that have limited distribution statements.

5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARS), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

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5252.227-9508 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA

USE: Use in Section L in solicitations when disclosure of export-controlled technical data is necessary to a procurement. (NOTE: Solicitations should include Military Critical Technical Data Agreement (MCT) (DD Form 2345), Registration for Scientific and Technical Information Services (DD Form 1540) and, if MCT is classified, Facility Clearance Register (DD Form 1541).)

5252.227-9508 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (JUL 1998)

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contractor is a U.S. citizen, or a person admitted lawfully into the United States for permanent residence and is located in the United States;

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. Contractor knows or no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(6) The U.S. contractor itself is not debarred, suspended, or otherwise determined ineligible by any agency of the U.S. Government to perform on U.S. Government contracts, has not been convicted of export control law violations, and has not been disqualified under the provisions of this Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Information Services (DLIS), Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and section 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLIS.

5252.227-9509 SUMMARY RELIABILITY ASSURANCE/BURN-IN TESTS REPORTS

Use: In Section F in solicitations and contract where reliability assurance/burn-in tests are required for the supplies being procured. Previously C20.

5252.227-9509 SUMMARY RELIABILITY ASSURANCE/BURN-IN TESTS REPORTS (NAVAIR) (OCT 2005)

(a) If reliability assurance/burn-in tests are required for supplies procured hereunder, the contractor shall maintain and submit summary reliability assurance/burn-in test reports in accordance with DI-R-7040.

(b) The contractor shall provide and maintain procedures to enable his full participation in the failure experience data interchange of the Government Industry Data Exchange Program (GIDEP), in accordance with the latest revision of MIL-STD-1556. Compliance with this clause shall not relieve the contractor from complying with any other provision of the contract. The contractor shall maintain status of GIDEP failure experience reports and shall provide GIDEP Annual Progress Report in accordance with DI-QCIC-80121, paragraph 10.2.

(c) The contractor shall prepare GIDEP ALERTS in accordance with DI-QCIC- 80126, paragraph 10.1, for material discrepancies which have adversely impacted or have the potential to adversely impact spare/repair parts reliability.

(d) Appropriate action, as deemed necessary by the contractor, shall be taken in response to GIDEP ALERTS received which may impact materials procured hereunder.

(e) The contractor agrees to insert paragraphs (b), (c) and (d) of this clause in any subcontract hereunder exceeding $500,000. When so inserted, the word "contractor" shall be changed to "subcontractor."

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5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION

USE: Use in Section H in solicitations/contracts when a support contractor may be expected to assist the Government by providing engineering and technical services in review of technical data deliverables under a contract.

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

5252.227-9512 TRADEMARK MANUFACTURE/USE LICENSE AGREEMENT

USE: Use in Section H in solicitations/contracts when the contractor will be authorized to make, manufacture or produce the NAVAIR trademark in connection with all activities relating to the manufacture, production, distribution and packaging of the products and services identified under the contract. This clause is not applicable to solicitations/contracts where use of the NAVAIR trademark is authorized for merchandising products for sale to the public. A separate licensing agreement applies to authorized trademark use for public sales; contact your program attorney for assistance.

5252.227-9512 TRADEMARK MANUFACTURE/USE LICENSE AGREEMENT (NAVAIR) (MAR 2007)

(a) The Naval Air Systems Command (NAVAIR) is the owner of all right, title, and interest within the United States of America in and to the trademark set forth below.

NAVAIR™

(b) NAVAIR hereby grants a nonexclusive and nontransferable license to make, manufacture or produce the trademark in connection with all activities relating to the manufacture, production, distribution and packaging of the products and services identified under this contract. The contractor shall insure the designation "TM" in superscript format is placed adjacent to the trademark in connection with each use or display thereof.

(c) The contractor shall adhere to the technical specifications of the trademark as shown in the NAVAIR style guide which can be found at: https://mynavair.navair.navy.mil/

(d) The contractor shall not use the trademark in any inappropriate or offensive manner or in any manner that could disparage the United States military services. Additionally, the trademark may not be placed in an area that would be construed as offensive.

(e) Items to be delivered under this contract that bear the trademark shall be of the quality specified in the contract. The quality of any other item bearing the trademark shall adhere to the standards of quality for such items.

(f) Exercise of any of the rights granted under this clause shall not entitle the contractor to: a) any modification(s) to the terms and conditions, including price, of this contract; b) any claim(s) against the government; and/or c) any request(s) for equitable adjustment. If the contractor believes it is entitled to any such or similar relief, the contractor shall, prior *to exercise of any of the rights granted under this clause*, provide written notification to the

contracting officer detailing the relief requested and identifying the basis for such relief with supporting rationale. The contractor shall not thereafter exercise any of the rights granted under this clause until the contracting officer provides a response to the contractor's written notification.

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5252.228-9500 ADDITIONAL DEFINITIONS WITH RESPECT TO "GROUND AND FLIGHT RISK" CLAUSE

USE: Use in Section H in solicitations/contracts when DFARS 252.228-7001 is incorporated into the contract.

5252.228-9500 ADDITIONAL DEFINITIONS WITH RESPECT TO "GROUND AND FLIGHT RISK" CLAUSE (NAVAIR) (DEC 1991)

For the purpose of complying with the "Ground and Flight Risk" clause, the contractor's premises shall be deemed to be [insert whether site, e.g., factory, headquarters, etc.], located at [insert the location of the premises, i.e., address].

5252.228-9501 LIABILITY INSURANCE

USE: Use in Section H in solicitations/contracts when either FAR 52.228-5 or 52.228-7 is incorporated into the contract.

5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)

The following types of insurance are required in accordance with the clause entitled, [insert "FAR 52.228-5, "Insurance--Work on a Government Installation"" or "52.228-7, "Insurance--Liability to Third Persons""] and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: $[insert $200,000 or other appropriate amount] per person and $[insert $500,000 or other appropriate amount] per accident for bodily injury.

(b) Automobile Insurance: $[insert $200,000 or other appropriate amount] per person and $[insert $500,000 or other appropriate amount] per accident for bodily injury and $[insert $500,000 or other appropriate amount] per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of $100,000.

(d) Aircraft public and passenger liability: $[insert $200,000 or other appropriate amount] per person and $[insert $500,000 or other appropriate amount] per occurrence for bodily injury, other than passenger liability; $[insert $200,000 or other appropriate amount] per occurrence for property damage. Passenger bodily injury liability limits of $[insert $200,000 or other appropriate amount] per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

5252.228-9502 Reserved

5252.228-9503 Reserved

5252.228-9504 Reserved

5252.228-9505 Reserved

5252.231-9500 PRECONTRACT COSTS

USE: Use in Section H in cost-reimbursement contracts when precontract (anticipatory) costs are to be allowable costs under the contract and authorized pursuant to regulation.

5252.231-9500 PRECONTRACT COSTS (NAVAIR) (OCT 2005)

The allowable cost of this contract shall include all costs which have been incurred by the contractor on and after [insert the calendar date (before the effective date of the contract) on and after which the precontract costs were incurred] in anticipation of the award of this contract and pursuant to negotiation, but prior to the effective date of this contract. Such costs shall be allowable only if they could have been considered as items of allowable cost if incurred after the effective date of the contract. Such anticipatory costs shall not exceed $[insert the amount which the precontract costs shall not exceed].

5252.232-9500 PROGRESS PAYMENTS BEFORE DEFINITIZATION

USE: Use in Section H in letter contracts or advance acquisition contracts, when progress payments will be authorized before definitization.

5252.232-9500 PROGRESS PAYMENTS BEFORE DEFINITIZATION (NAVAIR) (MAR 1999)

Submission by the contractor of a price proposal adequate for negotiations is a material requirement of this [insert "letter contract" or "advance acquisition contract"] in order that complete definitization will occur within the period specified in the clause [insert "Contract Definitization" for a letter contract, or "Establishment of Prices Under this Contract" for an AAC], or within any extension of such period set forth in a modification to this contract signed by the Contracting Officer. Therefore, if the contractor fails to submit an adequate price proposal, progress payments may be reduced or suspended under this [insert "letter contract" or "advance acquisition contract"] as prescribed in paragraph (c)(1) of the FAR Clause 52.232-16, "Progress Payments" unless such failure of the contractor is due to causes beyond its control and without its fault or negligence. The Administrative Contracting Officer (ACO) will notify the contractor in writing as to any reduction or suspension of progress payments pursuant to this clause.

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5252.232-9501 SUBMISSION OF INVOICES (FIXED PRICE)

USE: In Section G in fixed price (except fixed price incentive) type solicitations/contracts, or basic ordering agreements requiring fixed price orders **ONLY** when **an exception to Wide Area Work Flow (WAWF) use is allowable**. Exceptions to WAWF are: (according to DFAR 232.7002) (1) Purchases paid for with a Government wide commercial purchase card; (2) Awards made to foreign vendors for work performed outside the United States; (3) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified information or national security; (4) Contracts awarded by deployed contracting officers in the course of military operations, including, but not limited to, contingency operations as defined in 10 U.S.C. 101(a)(13) or humanitarian or peacekeeping operations as defined in 10 U.S.C. 2302(8), or contracts awarded by contracting officers in the conduct of emergency operations, such as responses to natural disasters or national or civil emergencies; (5) Purchases to support unusual or compelling needs of the type described in FAR 6.302-2; (6) Cases in which DoD is unable to receive payment requests or provide acceptance in electronic form; or (7) Cases in which the contracting officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the contractor.

When payment requests and receiving reports will not be submitted in electronic form—

(1) Payment requests and receiving reports shall be submitted by facsimile or conventional mail. The contracting officer shall consult with the payment office and the contract administration office regarding the method of payment request to be used; and

(2) Section G of the contract shall specify the method of payment request.

5252.232-9501 SUBMISSION OF INVOICES (FIXED PRICE) (NAVAIR) (OCT 2005)

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with [___] copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRP), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRP used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

[__] a separate invoice for each activity designated to receive the supplies or services.

[__] a consolidated invoice covering all shipments delivered under an individual order.

[__] either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRP or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

5252.232-9501 SUBMISSION OF INVOICES (FIXED PRICE) - ALTERNATE I

USE: See usage statement for basic clause. Use is only allowed when an exception to WAWF applies. Use this alternate in Section G when the contractor shall submit invoices to the Government representative with authority to approve hours actually expended on a monthly basis. Add paragraph (g) below to the basic clause.

5252.232-9501 SUBMISSION OF INVOICES (FIXED PRICE) (NAVAIR) (OCT 2005) - ALT I (OCT 2005)

… (g) Submit invoices monthly to the Government representative named in the contract for approval of hours actually expended.

5252.232-9502 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE)

USE: Use of this clause is only allowable when an exception to WAWF applies. (See usage statement for 5252.232-89501 above) Use in Section G in for cost reimbursement, time-and-materials, labor-hour, or fixed price incentive solicitations/contracts when WAWF will not be required. NOTE: Contracting Officer must indicate which of the options in paragraphs (e) and (f) apply.

5252.232-9502 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME- AND-MATERIAL, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (NAVAIR) (OCT 2005)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and [__] copies, to the [_____] at the following address: [_____] unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [_____]. Following verification, the [contract auditor] will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [__] calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

(1) Contract line item number (CLIN)
(2) Subline item number (SLIN)
(3) Accounting Classification Reference Number (ACRN)
(4) Payment terms
(5) Procurement activity
(6) Date supplies provided or services performed
(7) Costs incurred and allowable under the contract
(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",
[__] is required with each invoice submittal.
[__] is required only with the final invoice.
[__] is not required.

(f) A Certificate of Performance
[__] shall be provided with each invoice submittal.
[__] is not required

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

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5252.232-9502 I SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) - ALTERNATE I

USE: Use of this clause is only allowable when an exception to WAWF applies. (See usage statement for 5252.232-89501 above) Use this alternate with the basic clause in Section G when use of foreign vendors/contractors is anticipated. Add paragraph (i) below to the basic clause.

5252.232-9502 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME- AND-MATERIAL, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (NAVAIR)(OCT 2005) - ALT I (OCT 2005)

…(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The Contractor shall provide an English translation if the vendor invoice is written in a foreign language.

5252.232-9502 II SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) - ALTERNATE II

USE: Use of this clause is only allowable when an exception to WAWF applies. (See usage statement for 5252.232-89501 above) Use this alternate with the basic clause in Section G when the contract auditor has authorized the contractor to submit interim vouchers directly to paying offices. Substitute the following paragraph (b) for the paragraph (b) in the basic clause.

5252.232-9502 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (NAVAIR) (OCT 2005) - ALT II (OCT 2005)

… (b)(i) In accordance with DFARS 242.803(b)(i)(C), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to the first and final invoices, which shall be submitted to the contract auditor at the following address: [insert address] A copy of every invoice shall also be provided to the individual listed below, at the address shown (if completed by the contracting officer): [insert name and address] In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

(ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to the paying offices. Upon receipt of such written notice the contractor shall immediately begin to submit all invoices to the contract auditor at the above address.

(iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.

5252.232-9503 RESERVED

5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE

USE: Use in Section G in solicitations/contracts, except for those containing informational subline item (numeric) SLINs.

5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR) (MAY 2006)

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(c) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

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5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE - ALTERNATE I

USE: Use in Section G of solicitations/contracts when Section B contains informational subline item (numeric) SLINs, e.g. 000101. Additional paragraphs may be added for unique special pay instructions as required, in accordance with CCI 4275.1C.

5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR) (MAY 2006) – ALT I (MAY 2006)

Make the following changes to the basic clause: Add paragraph (a) below and redesignated paragraphs (a), (b), and (c) as (b), (c), and (d) respectively. Add paragraph (e) below.

(a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.

…

(e) Informational SLINs, e.g. 000101, are as follows:

Numeric SLIN	ACRN	Amount Obligated

5252.232-9504 II RESERVED

5252.232-9505 PAYMENT OF BASE FEE (COST-PLUS-AWARD-FEE, LEVEL OF EFFORT (IDIQ) CONTRACTS)

USE: Use in Section B in CPAF LOE (IDIQ) solicitations/contracts where a base fee is paid when WAWF will not be required.

5252.232-9505 PAYMENT OF BASE FEE (COST-PLUS-AWARD-FEE, LEVEL OF EFFORT (IDIQ) CONTRACTS) (NAVAIR) (OCT 2005)

(a) The base fee for work performed under this contract is [insert base fee amount], provided that approximately [insert number of man-hours] man-hours of effort (including subcontractor hours and hours performed by other divisions of the contractor) are so employed on such work by the contractor. If less than [insert percentage which matches LOE clause] percent of the man-hours of said services are so employed for such work, the fee shall be equitably reduced to reflect the reduction of work in accordance with the clause entitled, "Level of Effort". The Government shall make payment, on account of the base fee, at the rate of [insert dollar amount] per direct labor hour invoiced by the contractor under the contract clause entitled, "Allowable Cost and Payment", for the related period, subject to the withholding provisions of paragraph (b) of the clause at FAR Clause 52.216-8, "Fixed Fee". These withholding provisions apply to each individual task order. Any balance of base fee shall be paid the contractor, or any overpayment of base fee shall be paid by the contractor or otherwise credited to the Government, at the time of final payment.

(b) The cumulative base fee established in task orders issued hereunder shall not exceed the total base fee established in paragraph (a) above, unless the contract is modified in writing by the Contracting Officer.

(c) For the purpose of this clause, "subcontract hours" shall include only those hours incurred by the subcontractor for services where the terms of the subcontract require payment based on the number of hours used and the reporting of those hours to the prime contractor. Examples of "subcontract hours" that are included in this definition are hours used in labor hour, time and material, and level of effort (fixed-price or cost-reimbursement) type contracts.

(d) "Subcontractor" as used in this clause means any supplier, distributor, vendor, or firm that furnished services to or for a prime contractor or another subcontractor.

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5252.232-9506 DETERMINATION AND PAYMENT OF AWARD FEE

USE: Use in Section B in Cost Plus Award Fee, Level of Effort (IDIQ) solicitations/contracts **ONLY**. This clause can be modified to reflect specific contract terms.

5252.232-9506 DETERMINATION AND PAYMENT OF AWARD FEE (NAVAIR) (OCT 2005)

(a) In addition to any base fee set forth herein, the contractor may earn and be paid all or a portion of an award fee not to exceed $[insert dollar amount].

(b) The contractor's performance will be evaluated in two major categories. The first, Category A, will be the technical performance of the delivery/task order, and will also consider economical and timely performance as factors in determining the grade. The second, Category B, will be on over-all effectiveness of (1) management organization and control, (2) personnel management, and (3) cost management. The actual payment of award fee earned by the contractor will be based on three factors: (1) the grade assigned by the Government to the contractor's work on each delivery/task order active during the periods; (2) the grade assigned by the Government to the contractor's overall management during the period; and (3) the number of direct hours expended during the rating period.

(c) It is understood that the ratio between the maximum possible award fee which may be earned by the contractor and the base fee payable under the contract, as amended, which ratio is [insert ratio amount] shall remain constant. That is, if the base fee payable is increased or reduced by modification, the maximum amount of award fee, which may be earned and paid, shall be increased or reduced proportionately.

(d) Determination of award fee, if any, earned by the contractor and payment thereof shall be made quarterly. This determination will be the result of combining the Category A and B evaluations in an overall grade for the quarter.

(e) The Category A evaluation shall represent [____] percent of the award fee factor. The portion of the Category A quarterly fee which may be earned during the quarterly award fee evaluation period shall not exceed sixty (60%) percent of the amount of base fee for the contractor's labor hours (i.e., subcontractor labor is excluded from this award fee computation) earned in accordance with NAVAIR clause 5252.232-9505 "Payment of Base Fee (Cost-Plus-Award-Fee, Level of Effort (IDIQ) Contracts)" during the period multiplied by the ratio existing between the award fee and the base fee established herein.

(f) The Category B evaluation shall represent [____] percent of the award fee factor. The portion of the Category B annual award fee which may be earned during the quarterly award fee evaluation period shall not exceed forty (40%) percent of the amount of base fee computation earned in accordance with NAVAIR clause 5252.232-9505 "Payment of Base Fee (Cost-Plus-Award-Fee, Level of Effort (IDIQ) Contracts)" during that period multiplied by the ratio existing between the award fee and base fee established herein.

(g) Payment of any award fee earned by the contractor shall not be subject to the withholding provisions of the FAR Clause 52.216-8, "Fixed-Fee".

(h) It is understood that the contractor shall not earn award fees for any subcontractor effort, however, base fee is applicable to subcontractor hours.

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5252.232-9507 LIMITATION OF FUNDS - TIME AND MATERIAL AND LABOR-HOUR CONTRACTS

USE: Use in Section H in time-and-material or labor-hour, IDIQ, level of effort solicitations/contracts when NAVAIR clause 5252.211-9504, "Level of Effort (Time and Materials)" is incorporated into the contract.

5252.232-9507 LIMITATION OF FUNDS - TIME AND MATERIAL AND LABOR-HOUR CONTRACTS (NAVAIR) (OCT 2005)

(a) The parties estimate that performance of this contract will not cost the Government more than the ceiling price specified in the Schedule or on the individual Task Order. The contractor agrees to use its best effort to perform the work specified in the Schedule or Task Orders, and all obligations under this contract, within the ceiling price.

(b) The Schedule or individual Task Orders specify the amounts presently available for payment by the Government and allotted to the contract or individual Task Orders, the items covered, and the period of performance it is estimated the allotted amounts will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract or individual Task Orders up to the full ceiling price. The contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract and individual Task Orders approximates, but does not exceed, the total amount actually allotted by the Government to the contract.

(c) The contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under the contract or an individual Task Order in the next sixty (60) days, when added to all costs previously incurred, will exceed seventy-five (75%) percent of the total amount so far allotted to the contract or Task Order by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule or Task Order.

(d) Sixty (60) days before the end of the period specified in the Schedule or individual Task Order, the contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or Task Order, or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or individual Task Order, or another agreed upon date, upon the contractor's written request the Contracting Officer will terminate the contract or individual Task Order on that date, in accordance with the provisions of the Termination clause of this contract. If the contractor estimates that the funds available will allow it to continued to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate the contract or individual Task Order on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception of this clause -

(1) The Government is not obligated to reimburse the contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The contractor is not obligated to continue performance under this contract or individual Task Orders (including actions under the Termination clause of this contract), or otherwise incur costs in excess of the amount then allotted to the contract or Task Order by the Government, until a modification is executed increasing the amount allotted by the Government to the contract or Task Order.

(g) The ceiling price shall be increased in accordance with the provisions of FAR clause 52.232-7, "Payments Under Time-and-Materials and Labor-Hour Contracts".

(h) No notice, communication, or representation in any form other than specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the government to this contract or an individual Task Order. In the absence of the specified notice, the Government is not obligated to reimburse the contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent the amount allotted by the Government to the contract or an individual Task Order is increased, any costs the contractor incurs before the increase that are in excess of the amount previously allotted by the Government shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule or individual Task Order, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract or an individual Task Order.

5252.232-9508 RESERVED

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5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS

USE: Use in Section H in cost-reimbursement, and time and material solicitations/contracts, or other contracts where these reimbursables are allowed.

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (OCT 2006)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

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5252.232-9510 PAYMENT OF FIXED FEE

USE: Use in Section G in cost reimbursement solicitations/contracts that include a fixed fee.

5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than [insert bi-weekly or monthly] based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the [insert "net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled "Level of Effort" or the dollars per hour (based on the fixed fee divided by the level

of effort in hours)" if a level of effort contract; or "related provisional payment on account of allowable cost is to the total estimated cost of the contract or order" if a completion contract]. Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

(b) In the event of termination of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds", the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT

USE: Use in Section G for contracts/solicitations that will be distributed to Defense Finance and Accounting Service (DFAS) by EDA, and DFAS is responsible for payment of contractor invoices.

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

5252.232-9512 INVOICES FOR CLASSIFIED CONTRACTS

USE: Use in Section H in classified solicitations/contracts for supplies or services.

5252.232-9512 INVOICES FOR CLASSIFIED CONTRACTS (NAVAIR) (OCT 2005)

To prevent disclosure of classified information, invoices submitted under this contract shall be so prepared that the supplies or services covered thereby can be identified only by reference to the contract. For example, the invoices may state "Contract N_____, Item 0001, 100 EA @1.00 = $100.00." The security classification shown on the contract shall not appear on the invoice.

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5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS

USE: In Section G when DFARS 252.232-7003 is included in the contract. For use at all sites except Weapons Division. Fill-ins: Phone number for your local Pay Office and COR or Technical PCO.

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009)

(a) The following information is provided to assist the contractor in submitting invoices and receiving reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website:
http://www.acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview

(2) Vendors should contact the following POCs for additional support with registration or other WAWF issues, based on the administration of their contract:

(i) DCMA-administered contracts: Contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.

(ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) at [Insert phone number] or DFAS via the numbers listed at www.dfas.mil

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the WAWF https://wawf.eb.mil/FuncInfo.html and WAWF Training http://www.wawftraining.com websites.

(4) Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAACs, must be entered for completion of the invoice in WAWF:

DoDAAC LOCATION TABLE						
Invoice Type:	-Select Combo for Fixed Price Supplies and Services -Select Cost Voucher for all Cost or T&M contracts or CLINs. -The 2-in-1 invoice is not authorized for use by NAVAIR -Questions? Call 1-866-618-5988					
DoDAAC Description	**Located in Block**					
	DD1155 (Destination Acceptance)	**DD1155 (Source/ Origin Acceptance)**	**SF26**	**SF33**	**SF1449**	**SF1449 (Destination Acceptance)**
Issuing Office DoDAAC	**6**	**6**	**5**	**7**	**7**	**9**
Administrating Office DoDAAC	**7**	**7**	**6**	**24**	**26**	**16**
Inspector's DoDAAC	**See Schedule**	**See Schedule**	**11**	**See Schedule**	**See Schedule**	**See Schedule**
Service Acceptor DoDAAC	**14**	**See Schedule**	**11**	**See Schedule**	**See Schedule**	**15**
Pay Office DoDAAC	**15**	**16**	**12**	**25**	**27**	**18a**

(c) Cost Vouchers also require the cognizant DCAA DoDAAC, which can be found by entering the contractor's zip code in the Audit Office Locator at http://www.dcaa.mil. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following additional points of contact:

Name (or Clause w/Name)	Email	Phone	Role
See: 5252.201-9500 or 5252.201-9501			Technical Point of Contact or Contracting Officer's Representative

5252.232-9513 ALT I INVOICING AND PAYMENT (WAWF) INSTRUCTIONS

USE: Use in Section G when DFARS 252.232-7003 is included in the contract. For use at Weapons Division Only. Fill-in: COR or Technical PCO.

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009) ALT I (MAR 2009)

(a) The following information is provided to assist the contractor in submitting invoices and receiving reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website: http://www.acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview

(2) Vendors should contact the following POCs for additional support with registration or other WAWF issues, based on the administration of their contract:

(i) DCMA-administered contracts: contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.

(ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) at 760-939-0797 (contracts $100K or greater) or 805-989-3969 (less than $100K) or DFAS via the numbers listed at www.dfas.mil

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the WAWF https://wawf.eb.mil/FuncInfo.html and WAWF Training http://www.wawftraining.com websites.

(4) Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAACs, must be entered for completion of the invoice in WAWF:

DoDAAC LOCATION TABLE					
Invoice Type:	--Select Combo for Fixed Price Supplies and Services. --Select Cost Voucher for all Cost or T&M contracts or CLINs. --The 2-in-1 invoice is not authorized for use by NAVAIR. --Questions? Call 1-866-618-5988				
DoDAAC Description	**Located in Block**				
	DD1155 (Destination Acceptance)	**DD1155 (Source/ Origin Acceptance)**	**SF26**	**SF33**	**SF1449**
Issuing Office DoDAAC	6	6	5	7	9
Administrating Office DoDAAC	7	7	6	24	16
Inspector's DoDAAC	See Schedule	See Schedule	See Schedule	See Schedule	See Schedule
Service Acceptor DoDAAC	6	6	5	7	9
Pay Office DoDAAC	15	15	12	25	18a

(c) Cost Vouchers also require the cognizant **DCAA DoDAAC**, which can be found by entering the contractor's zip code in the Audit Office Locator at http://www.dcaa.mil. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name	Email	Phone	Role

5252.232-9516 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT

USE: Use in Section H in cost-reimbursement solicitations/contracts (other than cost-sharing) when the contract will be incrementally funded (the FAR 52.232-22 "Limitation of Funds" clause will be incorporated in Section I).

5252.232-9516 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (JUL 1985)

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract-

(a) the amount available for payment and allotted to this incrementally funded contract is $[if contract, enter dollar amount; if solicitation, state "to be determined"];

(b) the items covered by such amount are Item(s) [insert CLINs]; and

(c) the period of performance for which it is estimated the allotted amount will cover is [insert the period of performance (calendar date].

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5252.232-9516 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT – ALTERNATE I

USE: Use in Section H in cost-plus-fixed-fee when the contract will be incrementally funded (the FAR 52.232-22 "Limitation of Funds" clause will be incorporated in Section I). Make the changes below to the basic clause.

5252.232-9516 ALLOTMENT OF FUNDS- INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (NAVAIR) (JUL 1985) - ALT I (OCT 2005)

Substitute the following paragraph (a) for the basic paragraph (a):

(a) The amount available for payment and allotted to this incrementally funded contract is:

Funded Cost	$ [insert dollar amount or TBD]
Funded Fee	$ [insert dollar amount or TBD]
TOTAL FUNDS	**$** [insert dollar amount or TBD]

Insert this paragraph (b):

(b) This contract is incrementally funded and the amount currently available for payment is limited to $[if contract, enter dollar amount; if solicitation, state "to be determined"]which includes a fixed fee amount of $[if contract, enter dollar amount; if solicitation, state "to be determined"]**.** Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of the Contract, no legal liability on the part of the Government for payment in excess of the revised total shall arise unless additional funds are made available and incorporated in a contract modification.

Change paragraph (b) to (c) and (c) to (d)

5252.232-9517 ADDITIONAL INSTRUCTIONS FOR SUBMISSION OF INVOICES

USE: Use in Section H time-and-material or labor-hour IDIQ solicitations/contracts where the G&A rate for other direct costs is fixed.

5252.232-9517 ADDITIONAL INSTRUCTIONS FOR SUBMISSION OF INVOICES (NAVAIR) (SEP 1999)

Within sixty (60) days of the completion of work called for under each delivery/task order issued under this contract, the contractor shall submit a final invoice for actual hours incurred by labor category for performance of work ordered; and actual costs incurred for ODCs and travel (G&A inclusive) in performance of the work ordered, to the PCO, cognizant audit and contract administration offices. This contract has been awarded with a fixed G&A rate not subject to redetermination for contract closeout purposes. The G&A rate applied to other direct costs and travel for this contract is [insert percentage].

5252.232-9522 TRANSPORTATION ACCOUNT CODES

USE: Use in Section G in supply contracts for F.O.B. Origin shipments only. Not applicable to F.O.B. Destination or Foreign Military Sales (FMS) shipments.

5252.232-9522 TRANSPORTATION ACCOUNT CODES (NAVAIR) (OCT 2005)

(a) The contractor is responsible for placing the Government assigned Transportation Account Code (TAC) on shipping documentation to enable payment of transportation bills by the U.S. Government under contracts with F.O.B. origin terms.

(b) The applicable TAC for this contract is as follows: [Insert the applicable TAC provided by the requiring activity/program office].

(c) For shipments that will require use of military airlift, complete an Advance Transportation Control and Movement Document (ATCMD, DD Form 1384) and provide it to the cognizant Air Clearance Authority. Include the contract number and applicable TAC on the ATCMD. Also, ensure the ATCMD contains information for special requirements such as:

(1) shipments to be accompanied by couriers or monitors;

(2) shipments requiring special handling such as environmental control, hand-to-hand receipt, hazardous/dangerous cargo, short shelf life material, sensitive shipments and classified cargo;

(3) shipments requiring expediting action or those that must move on a specific flight.

(d) The cognizant DCMA office may be contacted for additional information or assistance on preparation of shipping documents or other transportation concerns.

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5252.232-9524 ALLOTMENT OF FUNDS

Use: In Section G solicitations and contracts which include the clauses 52.216-8, Fixed Fee, and 52.232-22, Limitation of Funds. Previously B9.

5252.232-9524 ALLOTMENT OF FUNDS (NAVAIR) (OCT 2005)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "FIXED FEE", are as follows:

ITEM(S)	ALLOTTED TO FIXED FEE
[insert CLIN]	$[insert dollar amount]

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "LIMITATION OF FUNDS" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM(S)	ALLOTTED TO COST	PERIOD OF PERFORMANCE
[insert CLIN]	$[insert dollar amount]	[insert period]

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

5252.232-9525 SEGREGATION OF COSTS AND INVOICE REQUIREMENTS

Use: In Section G in solicitations and contracts when the contractor will be required to segregate costs incurred under the contract. Previously C18.

5252.232-9525 SEGREGATION OF COSTS AND INVOICE REQUIREMENTS (NAVAIR) (OCT 2005)

(a) The contractor shall segregate costs incurred under this contract at the lowest level of performance, either by tasks or by subtask, rather than only on a Contract Line Item Number (CLIN) or total contract basis and shall submit

invoices reflecting costs incurred at that level. In addition, the contractor shall submit invoices containing summaries or work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date.

(b) When there is more than one line of accounting, the Government will ascribe each ACRN preceding the accounting citation in the contract or a particular CLIN. The Government will pay contractor invoices by charging only an ACRN corresponding to the CLIN invoiced. Accordingly, when there are many lines of accounting, the Government will fund each CLIN separately and it will summarize the funding level for each CLIN. The contractor's invoices shall state separate incremental and cumulative amounts for each CLIN with further segregation by task and subtask showing each element of cost.

(c) Invoices shall contain the following cost elements by schedule and include supporting detail.

(d) Invoice summary for current billing period and cumulative.

(Schedule A) - Direct Labor	$
(Schedule B) - Material	$
(Schedule C) - Travel	$
(Schedule D) - Other Direct Charges	$
(Schedule E) - Indirect Charges	$
(Schedule F) - Adjustments	$_____
TOTAL	$_____
(Schedule G) - Outstanding Commitments	

Schedule A - DIRECT LABOR

Period Covered				Cumulative			
00-00-00				$000			
Employee Identifier	Labor Category	Hours Worked Off-site	**On-site	Unburdened *Rate	Burdened *Rate	Total Hours	Costs
_____	_____	$_____	$_____	$____	$_____	_____	$_____
TOTAL							

Direct labor rates shall be reported as both fully burdened and unburdened rates for the current period. The unburdened rate shall not include indirect costs, and shall reflect the actual rate paid. The cumulative period shall only reflect the fully burdened direct labor costs.

**On-site work is considered to be work performed at a Government installation. Off-site work is work performed at the contractor's facility.

Schedule B - MATERIAL

* Material charges shall be itemized and shall include the invoice number, date, total amount, company, purchase order number, and description of the item. A copy of the paid invoice shall be made available upon request.

Schedule C - TRAVEL

Travel charges shall be itemized and shall include the dates of travel, names of individuals traveling, destination, purpose, and total cost. A copy of the travel voucher shall be made available upon request. Copies of back-up receipts need not be submitted; however, they should be retained and are subject to review.

Schedule D - OTHER DIRECT CHARGES

Other direct charges shall be itemized. Copies of invoices shall be available upon request. Subcontractor invoices shall be in the same format and require the same detail.

Schedule E - INDIRECT CHARGES

Indirect charges include those charges based upon a rate that is subject to verification by DCAA at contract close-out.

Schedule F - ADJUSTMENTS

Current fiscal year invoice adjustments shall be shown in this section along with the justification. Adjustments shall pertain to prior fiscal years shall be invoiced separately.

Schedule G - OUTSTANDING COMMITMENTS

Any authorized expenditures that remain unpaid but will be reimbursed pending the receipt of a supplier invoice or travel claim shall be shown in this section.

(e) Invoices that must be segregated by CLIN can either have the CLINs itemized on each schedule or each CLIN can be presented individually. The contractor is not authorized to claim or will the Navy pay for direct costs associated with preparation of an invoice.

(f) Program management/support charges are limited to the first level supervisor. Program management hours above the supervisory level and other support hours not identified in the RFP must be explained in the proposal with a justification of the specific duties to be performed. The costs shall not be permitted without approval of the contracting officer.

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5252.232-9526 Reserved

5252.232-9527 Reserved

5252.233-9500 PROTEST/APPEAL FILED WITH THE NAVAL AIR SYSTEMS COMMAND

USE: Use in Section L in solicitations where FAR 52.233-2 will be incorporated into the solicitation.

5252.233-9500 PROTEST/APPEAL FILED WITH THE NAVAL AIR SYSTEMS COMMAND (NAVAIR) (MAR 1999)

(a) Agency protests/appeals will be processed in accordance with the procedures established at FAR 33.103. A protest to the Naval Air Systems Command shall be filed with the Contracting Officer whose name and address are shown in FAR Clause 52.233-2, "Service of Protest" of this solicitation.

(b) The protester may request an independent review of the Contracting Officer's decision on the protest by filing a written appeal with:

*The Chief of the Contracting Office (AIR-[insert appropriate CCO Code, or if the CCO is less than two levels higher than the contracting officer, insert the code for the Chief of the next higher Contracting Office])
[Insert complete address of appropriate CCO]

(c) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the Contracting Officer's protest decision was issued. The appeal shall include (1) the name, address, and fax and telephone numbers of the appellant; (2) the solicitation or contract number; (3) a detailed statement of the factual grounds for the appeal, to include a description of resulting prejudice to the appellant; (4) copies of relevant documents; (5) a request for an independent review by the Chief of the Contracting Office; (6) a statement as to the form of relief requested; and, (7) all information establishing the timeliness of the appeal.

5252.233-9501 Reserved

5252.235-9500 RESEARCH AND ANALYTICAL WORK

USE: Use in Section H of solicitations/contracts for Small Business Innovation Research (SBIR) efforts, both Phase I and Phase II.

5252.235-9500 RESEARCH AND ANALYTICAL WORK (NAVAIR) (NOV 2001)

The contractor shall perform a minimum of two-thirds of the research effort in Phase I and a minimum of one-half of the research effort in Phase II under this contract. Any research effort performed by the contractor in the support of the research effort(s) under Phase I and/or Phase II must be performed in the United States.

The primary employment of the principal investigator shall be with the contractor at the time of contract award and during the conduct of the effort to be performed under this contract. Primary employment is defined as follows:

More than one-half of the principal investigator's time is spent in the employ of the contractor. Primary employment with the contractor precludes full time employment at another organization.

The Contracting Officer must approve, in advance and in writing, any waivers from, or deviations to, the requirements of this clause.

5252.236-9500 ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (JCC-I/A 952.236-0001)

USE: In Section H of solicitations/contracts for construction, including minor construction, renovation, alteration, and refurbishment; in Iraq or Afghanistan.

5252.236-9500 ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (JCC-I/A 952.236-0001)(MAR 2009)

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

(1) "the minimum requirements of United States' National Fire Protection Association (NFPA) 70,
(2) National Electrical Code (NEC),
(3) the American National Standards Institute (ANSI) C2, and
(4) the United States' National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of these standards:
UFC: http://65.204.17.188/report/doc_ufc.html
NFPA 70: http://www.nfpa.org
NESC: http://www.standards.ieee.org/nesc

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES)

USE: Use in Section H in cost-reimbursement or time and material solicitations/contracts for services, where the quality of key personnel was a key factor in the evaluation/award of the contract.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that [insert "during the term of the contract" or "during the first ____ months of the contract"], no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the

contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

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5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES

USE: Use in Section H in solicitations and contracts for contractor support services when the contracting officer determines that Navy Marine Corps Intranet (NMCI) Services are required for contract performance.

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (SEP 2000)

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

5252.237-9509 INSPECTION OF SITE

USE: Use in Section L in solicitations involving performance of services on a Government installation. Use with FAR 52.237-1, "Site Visit".

5252.237-9509 INSPECTION OF SITE (NAVAIR) (JAN 1992)

Offerors or quoters are invited to inspect the [insert site location] where services are to be performed. For appointment call [insert name, code and telephone number of point of contact].

5252.237-9512 AGREEMENT FOR RESEARCH WITH EDUCATIONAL INSTITUTIONS AND NONPROFIT ORGANIZATIONS

USE: Use in Section H in solicitations/contracts pursuant to FAR Part 35.015.

5252.237-9512 AGREEMENT FOR RESEARCH WITH EDUCATIONAL INSTITUTIONS AND NONPROFIT ORGANIZATIONS (NAVAIR) (OCT 2005)

The parties mutually agree that:

(a) [Insert name and title of the principal investigator] will bear the primary responsibility for the conduct of the research and will exercise judgment towards attaining the stated research objectives.

(b) [Insert name and title of the principal investigator] named the Principal Investigator based upon his knowledge of the field of study and his capabilities to manage the research project in an efficient and productive manner. Furthermore, he shall be continuously responsible for the conduct of the research project and be closely involved with the research efforts. The Principal Investigator will devote approximately [insert number of hours] hours to this research effort.

(c) The contractor will obtain the Contracting Officer's approval before it can change the Principal Investigator, or to continue the research work during a continuous period in excess of [insert number of months] months without the participation of the approved Principal Investigator.

(d) The contractor will advise the Contracting Officer if the Principal Investigator will, or plans to, devote substantially less efforts to the work than anticipated.

(e) The contractor shall obtain the Contracting Officer's approval to change:

(1) the methodology or experiment stated in the contract.
(2) the stated objectives of the research effort.
(3) the phenomenon or phenomena under study.

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5252.239-9500 SOFTWARE DEVELOPMENT CAPABILITIES AND PROCESSES

USE: Use in Section L of solicitations requiring software development or upgrade(s) when the item being procured is considered to be a Software Intensive System (SIS). SIS is defined as any system where a significant portion or component of the functionality is implemented in software or where software presents the primary technical or programmatic challenge to the system developer. The following is an example of proposal instruction (Section L) language that may be used to meet DOD and NAVAIR policy on software evaluations. Similar words are acceptable as long as adequate information is requested to assess the software engineering capability level that the offeror has achieved and to assess risk mitigation plans if they have not yet achieved SEI SW-CMM, CMMI, or equivalent Level 3 process maturity. Past Performance information requested need not specifically identify software development since assessment of past performance regarding software or any other discipline for that matter is inherent in the past performance evaluation. Also the intent of the information requested under Technical/Management is that it be adequate enough to assess the offeror's SEI SW-CMM Level or equivalent without additional past performance information.

5252.239-9500 SOFTWARE DEVELOPMENT CAPABILITIES AND PROCESSES (NAVAIR) (FEB 2001)

For Technical or Management:

The following information shall be provided by the offeror, team members, and subcontractors at the business unit(s) engaged in the software development of Software Intensive Systems (SIS). SIS is defined as any system

where a significant portion or component of the functionality is implemented in software or where software presents the primary technical or programmatic challenge to the system.

(a) Identify the Software Engineering Institute (SEI) Capability Maturity Model (CMM) for Software (SW-CMM), Capability Maturity Model Integration (CMMI) or equivalent level of certification obtained through a Software Capability Evaluation or other SEI-approved assessment method.

(b) Demonstrate how this level of certification applies to this solicitation. As a minimum, provide the following information:

(1) Identify the agency/company that performed the Software Capability Evaluation and provide a point of contact's name, telephone number, and e-mail address.

(2) Identify the date that the certification was obtained.

(3) Identify the projects that were evaluated for the level of certification and demonstrate the degree of relevancy that those projects have to the technical requirements of this solicitation. Include a comparability analysis between the projects being performed when the level of certification was made and those of this solicitation.

(i) What percentage of the software related personnel for this solicitation was a part of the business unit when it originally achieved its certification level? Demonstrate that these workforce changes did not affect the certification level or if it did address the risk mitigation actions taken or to be taken to avoid a reduction in the certification level.

(ii) Describe any significant changes to your software development processes since the capability evaluation was conducted. Show how these process changes did not adversely affect the certification level, or if it did address the risk mitigation actions taken or to be taken to avoid a reduction in the certification level.

(c) If a SEI SW-CMM Level 3 certification or equivalent was not obtained or cannot be demonstrated, provide a Risk Mitigation Plan to account for the risk(s) associated with a software capability that is less than SEI SW-CMM Level 3 or equivalent. As a minimum provide the following:

(1) Those process areas that failed to meet or exceed an SEI SW-CMM Level 3 or equivalent rating.

(2) A schedule and plan that describes how the weaknesses that have prevented an SEI SW-CMM Level 3 or equivalent certification will be corrected.

For Past Performance:

The offeror shall identify recent relevant programs that provide evidence of its organization's maturity level or plans to achieve a Level 3 process maturity (including subcontractors and/or team members involved with software development). Customer points of contact with telephone numbers and e-mail addresses shall be provided.

5252.239-9501 SOFTWARE DEVELOPMENT CAPABILITIES AND PROCESSES ASSESSMENT

USE: Use in Section M of solicitations requiring software development or upgrade(s) when the item being procured is considered to be a Software Intensive System (SIS). SIS is defined as any system where a significant portion or component of the functionality is implemented in software or where software presents the primary technical or programmatic challenge to the system developer. The following is an example of language that may be included in the evaluation criteria (Section M) language in order to meet DOD and NAVAIR policy on software development. Similar words are acceptable as long as they identify that software development (including risk mitigation plans) will be evaluated.

5252.239-9501 SOFTWARE DEVELOPMENT CAPABILITIES AND PROCESSES ASSESSMENT (NAVAIR) (FEB 2001)

The risk associated with the offeror's Software Engineering Institute Capability Maturity Model for Software (SW-CMM) Level of certification or equivalent and associated risk mitigation plans, if necessary, will be assessed.

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5252.239-9504 SYSTEM CONFIGURATION: INFORMATION TECHNOLOGY MAINTENANCE CONTRACTS

USE: Use in Section H in maintenance contracts for Information Technology equipment/systems to allow for configuration changes.

5252.239-9504 SYSTEM CONFIGURATION: INFORMATION TECHNOLOGY MAINTENANCE CONTRACTS (NAVAIR) (OCT 2005)

The Government reserves the right, throughout the performance period, to change equipment/software to be maintained under the contract (1) as a result of upgrades, deletions, or substitutions of equipment/software covered by this contract, or (2) through requirements for additional hardware/software capacity due to resource expansion. Changes to system configuration will be accomplished as follows:

(a) Additions and deletions of equipment/software identical to Contract Line Items listed in Section B may be effected by a Change Order, and the contract price adjusted by the unit prices listed in Section B. These additions and deletions to be effected by Change Order shall pertain only to those items specifically make and model version number in Section B.

(b) Additions of equipment/software similar to those listed in Section B shall be effected by a Supplemental Agreement, after negotiation of price for maintenance of the additional equipment/software. Similar items are defined as those that achieve the same system capability or have the same functionality as the items intended for use in Section B, but may be different model numbers or be manufactured by firms other than those shown in Section B.

5252.242-9500 INSTRUCTIONS RELATING TO PRODUCTION PROGRESS REPORT (DD FORM 375)

USE: Use in Section H in fixed-price or cost-reimbursement solicitations/contracts for supplies when production progress reports are required and FAR 52.242-2 is incorporated into the contract.

5252.242-9500 INSTRUCTIONS RELATING TO PRODUCTION PROGRESS REPORT (DD FORM 375) (NAVAIR) (MAR 1999)

(a) The production progress reports which are to be furnished by the contractor in accordance with the clause hereof entitled "Production Progress Reports" shall be submitted for Items [insert the applicable CLINs] of this contract.

(b) The reports shall be prepared on DD Form 375 (Production Progress Report) in accordance with the instructions thereon, and DD Form 375c as required. Copies of DD Forms 375 and 375c may be obtained from the cognizant contract administration office. When reporting an actual or potential delinquency, contractor prepared DD Form 375c shall, as a minimum, contain the data described in DFARS 242.1107(b)(iv).

(c) The reports shall be submitted on a monthly basis within five (5) workdays after each reporting period beginning [insert the period when the reports are to be submitted (i.e., within five (5) workdays after each reporting period beginning with the date of this contract, OR, within five (5) workdays after each reporting period beginning as of the end of the month in which production begins and ending as of the month in which production is completed].

(d) Each report shall be distributed as follows:

Name and Address	Quantity
Contract Administration Office (See Section G of the Schedule)	3 copies
[Identify the requiring activity (name and address)] *(One "Advance Copy" shall be submitted direct immediately after preparation.)	*2 Copies
[Insert mailing addresses of organizations where reports are to be mailed.]	1 copy

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5252.242-9502 TECHNICAL DIRECTION

USE: In Section H when the Contracting Officer has determined that additional technical clarification or direction may be required. The following considerations must be considered:

(1) TDLs may only be used when the work described in the SOW is specific, and the SOW specifies that TDLs will be used. The applicable SOW paragraph(s) must be stated in the TDL.

(2) TDLs shall not provide, add or change funding; however, TDLs shall specify the Contract Line Item Number (CLIN) or Sub-CLIN that is related to the technical direction.

(3) Administrative procedures must be established to insure proper control and oversight, including Contracting Officer review of each TDL prior to issuance or periodically during contract administration. During the review process, the Contracting Officer will verify that contract or order funding exists for any work initiated by a TDL.

5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (OCT 2005)

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR).

(b) Each TDL shall be in writing and shall include, as a minimum, the following information:

(1) Date of TDL:
(2) Contract and TDL number;
(3) Reference to the relevant section or item in the statement of work;
(4) Signature of COR.
(5) The specific direction provided to the contractor.

(c) Each TDL issued hereunder is subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes to such nature as to justify any adjustment to the price, fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.

(d) When in the opinion of the contractor a technical direction calls for effort outside the contract statement of work, the contractor shall notify the Contracting Officer thereof in writing, with a copy to the COR, within two (2) working days of having received the technical direction in question. The contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the COR only in emergency circumstances, and provided that any oral technical direction given is reduced in writing by the COR within two (2) working days of its issuance.

(f) Amendments to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by [insert the name, title and/or code of the individual authorized to orally amend technical direction letters] in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.

(g) Any effort undertaken by the contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

(h) The COR must provide a copy of the TDL to the Contracting Officer and the Administrative Contracting Officer (If contractor had on-site DCMS) within two (2) days of issuance.

(i) The COR must retain a copy for the files.

5252.242-9511 CONTRACT ADMINISTRATION DATA

USE: Use in Section G in all solicitations/contracts unless there is a valid justification to not assign contract administration to DCMA.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:
See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: [insert the appropriate information concerning functions withheld or additional functions assigned] or as delineated by Procuring Contracting Officer (PCO) correspondence.
(b) Inquiries regarding payment should be referred to: MyInvoice at https://myinvoice.csd.disa.mil//index.html.

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5252.242-9513 FUNDING TO BE PROVIDED ON TASK ORDERS

USE: Use in Section G in IDIQ solicitations and contracts when funding will be provided on the individual orders.

5252.242-9513 FUNDING TO BE PROVIDED ON TASK ORDERS (NAVAIR) (OCT 2005)
All funding for this contract will be provided on the individual task orders. Task order 0001 issued concurrent to award of this contract meets the Government's minimum requirement.

5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL

USE: Use in Section H in cost-reimbursement, fixed-price, or time-and-material service solicitations/contracts where it is anticipated that the contractor will be buying substantial quantities of materials.

5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR) (JUL 1998)
(a) The term "material" includes supplies, materials, parts, equipment, hardware and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.
(b) Prior written approval of the COR shall be required for all purchases of materials. If the contractor's proposal submitted for a task order includes a list of materials with associated prices, then the COR's acceptance of the contractor's proposal shall constitute written approval of those purchases.
(c) The costs of general purpose business expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of this contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

5252.242-9516 PROGRESS AND STATUS REPORT, LEVEL OF EFFORT CONTRACTS

Use: In Section H in solicitations and contracts for Level of Effort contracts. This clause is a combination of previous clauses C2 and C19.

5252.242-9516 PROGRESS AND STATUS REPORT, LEVEL OF EFFORT CONTRACTS (NAVAIR) (OCT 2005)
(a) The contractor shall prepare and submit a report as a supplement to each Standard Form 1034 presented for payment. The report shall cover the term for which the invoice is submitted and shall include the following information ,when applicable:
(1) Identification of Elements
(i) Title ("Level of Effort, Progress and Status Report")
(ii) Contract, Invoice and Control Numbers

(iii) Contractor's Name and Address
(iv) Date of Report
(v) Reporting (invoicing) Period
(vi) Name of Individual Preparing Report
(2) Description of Elements
(i) Description of progress made during the reporting period, including problem areas encountered, and recommendations.
(ii) Results obtained relating to previously identified problem areas.
(iii) Deliverables completed and delivered.
(iv) Extent of subcontracting and results achieved.
(v) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel.
(vi) Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals * utilized and the amount of labor hours expended by each.
(vii) Labor hours, by labor category and cumulatively, anticipated to be required for completion of the contract.
(viii) Materials and other direct cost items expended in performance of the contract during the reporting period.
(ix) Problem areas and recommendations involving impact on technical, cost and scheduling requirements.
(x) The same information as specified in (i) through (ix) above is required for subcontractor performance on the contract.
(b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.
(c) Each period of performance and associated labor hours of the contract shall stand alone. Accordingly, when a new period begins (i.e., 1st option year, 2nd option year) the labor, travel, and material shall be reported per performance period.
(d) Distribution of the report shall, as a minimum, be one (1) copy to [insert address], and one (1) copy to the Contracting Officer's Representative (COR). Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.
(e) COR will insure this report and copies of the invoice are retained.

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5252.242-9517 PROGRESS AND STATUS REPORT, IDIQ CONTRACTS WITH LEVEL OF EFFORT PROVISIONS

Use: In Section H in solicitations and contracts for IDIQ contracts with LOE provisions. Previously C17.

5252.242-9517 PROGRESS AND STATUS REPORT, IDIQ CONTRACTS WITH LEVEL OF EFFORT PROVISIONS (NAVAIR) (OCT 2005)

(a) The contractor shall prepare and submit a report as a supplement to each Standard Form 1034 presented for payment. The report shall cover the term for which the invoice is submitted and shall include the following information when applicable:
(1) Identification Elements
(i) Contract, Invoice and Control Numbers
(ii) Contractor's Name and Address
(iii) Date of Report
(iv) Reporting (invoicing) Period
(2) Delivery Order Description Elements. For each delivery order invoice, the report shall include:
(i) Delivery order number
(ii) Number of hours and labor categories as awarded in delivery order.
(iii) Labor hours expended for the reporting period and cumulatively broken out to identify labor categories and specific individuals utilized and the amount of labor hours expended by each.
(iv) Labor hours, by labor category anticipated to be required for completion of delivery order.

(v) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals and total number of travelers.

(vi) List of materials and other direct cost items expended in performance of the delivery order during the reporting period.

(vii) The same information as specified in a. through f. above is required for any subcontractor performance on the delivery order.

(b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.

(c) Each period of performance and associated labor hours of the contract shall stand alone. Accordingly, when a new period begins (i.e., 1st option year, 2nd option year) the labor, travel, and material shall be reported for each performance period.

(d) Distribution of the report shall, as a minimum, be one (1) copy to [insert address], and one (1) copy to the Contracting Officer's Representative (COR). Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.

(e) COR will insure this report and copies of the invoice are retained.

5252.242-9518 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

USE: For use in Section H of all task or delivery order type contracts and agreements that require preparation of a CPARS report. CPARS reports are required for all contacts in excess of: (1) $5,000,000 for systems/hardware and operations support contracts including spares. (Operations support contracts are contracts that generally require less engineering development work than systems contracts); (2) $1,000,000 for services, and information technology contracts, and (3) $100,000 for fuels and health care contracts. CPARS is not required for Science and Technology (S&T) contracts funded by program budget accounts 6.1 (Base Research), 6.2 (Exploratory Development), and 6.3 (Advanced Technology Development).

At a minimum, if the aggregate amount of the orders exceeds the CPARS reporting threshold, a CPARS report shall be prepared for the basic contract/ordering agreement. When multiple orders are placed against a task or delivery order type contract by a single ordering/requiring activity and the effort is similar, the Government Assessing Official may elect to prepare a single CPARS report that includes all orders in lieu of preparing separate CPARS reports for each order. Otherwise a CPARS report should be prepared for individual orders. Generally, CPARS reports on orders under Agreements should be prepared for individual orders when the order meets the CPARS reporting threshold.

5252.242-9518 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) (NAVAIR) (FEB 2009)

(a) The Contractor Performance Assessment Reporting System (CPARS) has been established to collect past performance information on defense contractors as required by FAR 42.1502 (DoD Deviation 99-O0002). The frequency and type of CPARS reports (initial, intermediate, final, out-of-cycle, and addendum) shall be as required in the DoD CPARS Policy Guide that is available at: http://www.cpars.csd.disa.mil/cparsmain.htm, under the reference material section in the CPARS menu.

(b) For orders placed against contracts and agreements the contractor's performance shall be assessed on an order-by-order basis [____] or total contract/agreement basis [____] *(contract specialist is to check one).*

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

USE: Use in Section H in solicitations/contracts when it is anticipated that liaison and communication between contractor and Government technical personnel will be required.

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

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

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

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

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5252.243-9505 ENGINEERING CHANGES

USE: Use in Section H in solicitations/contracts when Engineering Change Proposals (ECPs) will be submitted under the contract.

5252.243-9505 ENGINEERING CHANGES (NAVAIR) (OCT 2005)

(a) After contract award, the Contracting Officer may solicit, and the contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed for reasons of economy, improved performance, or to resolve increased data processing requirements. If the proposed changes are acceptable to both parties, the contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

(b) This applies only to those proposed changes identified by the contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.

(2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.

(3) An estimate of the changes in performance costs, if any, that will result from adoption of the proposal.

(4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation.

(5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of the contract.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with the "Changes" clause.

(f) The contractor is requested to identify specifically any information contained in its engineering change proposal which it considers confidential and/or proprietary and which it prefers not to be disclosed to the public.

The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

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5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT

USE: In Section H in all solicitations/contracts/BOAs where Government property will be provided. If Government property is listed in a Section J attachment, provide the information detailed below in the attachment. (NOTE: If authorization is being provided to the contractor to use Government supply sources under paragraph (4) below, follow procedures at FAR 51.102 and DFARS 251.102.

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (FEB 2009)

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements):

(1) Government property currently accountable and managed under the following contracts:

[List Government property and applicable contract number(s). Refer to NMCARS 5245.311 if transferring Government property between contracts. If none, then enter "NONE"]

Contract Number	Nomenclature/ Description	Part/ Model/ Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost

(2) Government furnished property to be provided under this contract:

[List Government property here —include everything except Material, as defined in FAR 45.101. If none, then enter "NONE."]

Nomenclature/ Description	Part/ Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

[List Government material here. If none, then enter "NONE."]

Nomenclature and Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items:

[List items AND quantity authorized for requisition. If none, then enter "NONE."]

Schedule/Source	Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors," DoD 4000.25-1-M, Chapter 11, which is available at http://www.dtic.mil/whs/directives under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

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5252.245-9503 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY

USE: Use in Section M in IFBs for supplies.

5252.245-9503 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (APR 1985)

(a) General. If the bidder plans to use, in performing the work bid upon, any item of Government production and research property, whether offered under this Invitation for Bids or already in his or her anticipated subcontractor's possession under another Government contract, he shall: (i) so indicate by checking the appropriate boxes below, (ii) submit with his bid the information required below, and (iii) submit his bid prices in the manner required below. It is the policy of the Government that any use of Government production and research property be bid on a rent-free basis, coupled with a rental equivalent to eliminate any competitive advantage that might otherwise accrue from such use, whenever this procedure is practical. (For definitions and a detailed statement of the policy involved, see FAR Part 45.)

(b) Offer of Existing Government Production and Research Property.

[Either list the property or put "None".]

(c) Use of Existing Government Production and Research Property Presently in Bidder's Possession. (This Section is to be filled in as appropriate by bidder.) Performance of work under the proposed contract will require the use of Government production and research property already in the possession of either -

[ ] (1) bidder.

[ ] (2) any of his anticipated subcontractors.

If either box is checked, bidder or his subcontractors, as applicable, will bear the cost of transporting, reactivating, rehabilitating, converting, modernizing, or otherwise making the property available for use in performing the contract awarded pursuant to this Invitation for Bids.

(d) Eliminating Competitive Advantage. (All boxes in this paragraph (d) to be check and information supplied, as appropriate, by bidder.)

[ ] (1) Rent-free Use. If bidder checks this box, he should not include in his bid price any charge for rent, depreciation, or amortization of Government production and research property, and shall submit with his bid the following information:

(i) a list or description of all property involved which bidder or his anticipated subcontractors propose to use;

(ii) with respect to such property already in the possession of bidder and his anticipated subcontractors, identification of the contract or contracts under which the property is held, and written permission for such use by the Contracting Officer having cognizance of the property;

(iii) the months during which such property will be available for use, including the first, last and all intervening months; and

(iv) the amount of rent which would otherwise be charged for such use, computed in accordance with FAR 45.403, and verified in writing by the Contracting Officer having cognizance of the property.

[ ] (2) Rent Charge Basis of Use. If bidder checks this box, he shall include in his bid price any anticipated Government rental charge for the property he intends to use, and shall submit with his bid the reasons, with supporting information, why it is impractical to bid on a rent-free basis.

(i) Failure to submit such reasons shall not make the bid nonresponsive. However, if such reasons are not submitted, or if they are considered inadequate, the Government may exercise the right reserved in (4)(ii) below.

(ii) Permission for use of the property must be obtained by the bidder from the Contracting Officer having cognizance thereof. Any failure to obtain such permission shall not relieve bidder of this responsibility to perform the work bid upon.

(3) Method. In order to eliminate the competitive advantage that might otherwise arise from any rent-free use of Government production and research property, the Contracting Officer will add to the bid price, for evaluation purposes only, the amount of rent which would otherwise be charged for such use. If, under the terms of this Invitation for Bids, award may be made on a split or partial basis for less than all items, bidder may allocate the full evaluation amount calculated by the Contracting Officer to the various items. Unless bidder does so, it will be assumed that the full evaluation amount applies to such items as may be awarded.

(4) Terms of Use. If award is made under this Invitation for Bids to a bidder who plans to use Government production and research property as described above, the award will:

(i) if the box in (1) above is checked, authorize rent-free use of such property to the extent indicated, or

(ii) if the box in (2) above is checked, and permission for use of the property has been obtained (see (2) above), authorize use of such property subject to payment of rent therefore. In this event, however, the Government reserves the right to modify the contract unilaterally to provide for the use of the property on a rent-free basis, subject to the equitable adjustment of the contract, in accordance with the procedures provided for in the "Changes" clause of the contract, to reflect the elimination of rent and any other amount attributable thereto.

(5) Use of Government Production and Research Property in Excess of Authorization. No use of Government production and research property in excess of that described and permitted herein (both as to items and extent of use) shall be authorized after award unless such use is permitted in writing by the Contracting Officer having cognizance of the property and either -

(i) rent calculated in accordance with FAR 45.403 is charged, or

(ii) the contract price is reduced by an equivalent amount.

(e) Covenant Not to Restrict the Disposal of Government Production and Research Property. In accepting the use of any Government production and research property pursuant to this Invitation for Bids, bidder covenants that he will not -

(1) install or construct the Government production and research property (other than foundations or similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment) provided for the proposed contract on land not owned by the Government in such fashion as to be nonseverable, and

(2) permit patent or other proprietary rights to restrict the disposal of the Government production and research property provided for the performance of the proposed contract.

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5252.245-9503 I USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY - ALTERNATE I

USE: Use in Section M in IFBs for supplies, if government must bear certain costs associated with "As Is" government property.

5252.245-9503 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (APR 1985) - ALT I (APR 1985)

Delete paragraph (b) of the basic clause and replace it with the following:

(b) Use of Government Production and Research Property. Subject to the terms set forth elsewhere in this Invitation for Bids, the Government hereby authorizes the use of the Government production and research property there specified for performance of the proposed contract. If the cost of transporting, reactivating, rehabilitating, converting, expanding, modernizing, or otherwise making such property available for use in performing the contract awarded pursuant to this Invitation for Bids is to be borne by the Government and not included in the contract price,

such cost will be considered by the Contracting Officer in evaluating bids hereunder in accordance with the terms set forth elsewhere in this Invitation for Bids. Such terms will include either a formula or fixed dollar amount to be used in this evaluation.

5252.245-9503 II USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY - ALTERNATE II

USE: Use in Section M in IFBs for supplies, if contractor must bear certain costs associated with "As Is" government property.

5252.245-9503 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (APR 1985) - ALT II (MAR 1999)

Delete paragraph (b) of the basic clause and replace it with the following:

(b) Use of Government Production and Research Property "As Is". As set forth elsewhere in this Invitation for Bids, the Government hereby offers the Government production and research property there specified for use on an "as is" basis (see FAR Part 45), subject to the inclusion in the proposed contract of the FAR Clause 52.245-19, "Government Furnished Property 'As Is'"). Bidders must satisfy themselves that any such property is suitable for their use. Any costs of transporting, installing, modifying, repairing or otherwise making such property suitable for use shall be borne by the successful bidder. Finally, the Government will eliminate any competitive advantage from the use of such property in accordance with the procedure specified in (d) below.

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5252.245-9504 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY

USE: Use in Section M in RFPs for supplies. (NOTE: Paragraph (d)(1), cognizant PCO/Contract Specialist must check appropriate box.)

5252.245-9504 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (NAVAIR) (MAR 1999)

(a) Policy. It is the policy of the Department of Defense to put Government production and research property which is in the possession of a contractor or subcontractor to the greatest possible use in the performance of Government contracts or subcontracts, so long as such use does not confer a competitive advantage on the contractor or subcontractor contrary to the provisions of FAR Part 45. When necessary to eliminate the competitive advantage that might otherwise arise out of the use of Government production and research property, it is the policy of the Department of Defense to use a rental equivalent in evaluating solicitations, or, where use of a rental equivalent is not practical, to charge rent for such use. To that end, the following information is provided and the following questions are asked. (For definitions and a detailed statement of the policy involved, see FAR Part 45.)

(b) Offer of Existing Government Production and Research Property.
None.

(c) Need of Offeror/Quoter or his Anticipated Subcontractors for Use of Existing, Additional or Replacement Special Test Equipment or Special Tooling. (Note: All boxes in this paragraph (c) to be checked and information supplied, as appropriate, by offeror/quoter.)

(1) Existing Government Production and Research Property. Performance of work under the proposed contract will require the use of Government production and research property already in the possession of -

[ ] (i) offeror/quoter,

[ ] (ii) any of his anticipated subcontractors.

(2) Additional or Replacement Special Test Equipment. Performance of work under the proposed contract will require the Government to provide additional or replacement special test equipment -

[ ] (i) for offeror/quoter,

[ ] (ii) for any of his anticipated subcontractors.

If either box is checked and the exact nature of the special test equipment involved is known, offeror/quoter shall identify each item to be acquired for the Government as a separate item or by category if individual items are low in value. If the exact nature of the equipment is known, offeror/quoter shall define the extent to which the contractor will be responsible for acquiring special test equipment for the Government and the contract shall contain the information. In such case, the clause set forth in FAR Clause 52.245-18, "Special Test Equipment" will be inserted in the contract.

(3) Additional or Replacement Special Tooling. Performance of the work under the proposed contract will require the Government to provide additional or replacement special tooling -

[ ] (i) for offeror/quoter,

[ ] (ii) for any of his anticipated subcontractors.

If either box is checked, offeror/quoter shall identify each item of the special tooling separately to the maximum extent practicable, or by category if individual items are low in value. If such identification is impracticable and the proposed contract is of a fixed-price type, the clause set forth in FAR Clause 52.245-17, "Special Tooling" will be included in the contract. All such special tooling costs shall be set forth in the cost and pricing data and supporting attachments. Additional justification supporting those costs may be requested at or prior to negotiations.

(4) Screening Government Special Test Equipment. With respect to (2) above, for items listed in DFARS 245.301 having an item acquisition cost of $10,000 or more, the offeror/quoter selected for the proposed contract will be required to submit, for himself and for his subcontractors, DOD Production Equipment Requisition/Non-Availability Certificate (DD Form 1419) to Defense Industrial Plant Equipment Center (DIPEC), Memphis, Tennessee 38102 (via the Contracting Officer) to ascertain whether any existing Government-owned facilities or special test equipment can be utilized. Items listed in DFARS 245.301 will not be permitted to be acquired within the notice period specified in FAR Clause 52.245-18, unless a certificate of non-availability is received from DIPEC.

(d) Eliminating Competitive Advantage.

(1) Method. With respect to the use of Government production and research property by offeror/quoter, the Government will either -

[ ] (i) charge rent in accordance with FAR 45.202-2, or

[ ] (ii) use an evaluation factor in lieu of rent, in accordance with FAR 45.201 (but see (e)(2) below.

If (i) is checked, the information required by (e)(1) below need not be furnished. However, offeror/quoter may use the property only after obtaining the written approval of the Contracting Officer having cognizance of the property, in accordance with FAR 45.202-2.

(2) Use of Government Production and Research Property in Excess of Authorization. No rent-free use of Government production and research property other than as described and permitted in the executed contract (both as to items and extent of use) shall be authorized after award unless such use is approved in writing by the Contracting Officer cognizant of the property, and either -

(i) rent calculated in accordance with FAR 45.403 is charged, or

(ii) the contract price is reduced by an equivalent amount.

(e) Additional Information. (Note: All boxes in this paragraph (e) to be checked and information supplied, as appropriate by offeror/quoter.)

(1) Information Relating to Evaluation Factor. If offeror/quoter or any of his anticipated subcontractors intends to use existing, additional or replacement Government production and research property in the performance of the proposed contract, and an evaluation factor in lieu of rent is to be used (see (d) above), the offeror/quoter shall submit -

(i) a list or description of all property involved which he or his anticipated subcontractors propose to use;

(ii) with respect to such property already in the possession of the offeror/quoter and his anticipated subcontractors, identification of the contract or contracts under which the property is held and written permission for such use by the Contracting Officer having cognizance of the property;

(iii) the months during which such property will be available for use.

(2) Use of Evaluation Factor Not Practical. Use of an evaluation factor referred to in (e)(2)(ii) above is not practical -

[ ] (i) for offeror/quoter,

[ ] (ii) for any of his anticipated subcontractors.

If either box is checked, the offeror/quoter should give brief supporting reasons. If reasons are accepted, rent will be charged for the use of Government production and research property under the proposed contract or subcontract(s), as appropriate, notwithstanding the Government's contrary intention indicated in (e)(1)(ii) above.

(3) Notice of Possible Restrictions on Disposal of Government Production and Research Property. In accepting the use of any Government production and research property pursuant to this solicitation, offeror/quoter covenants that he will not act so as to create restrictions on the disposal of such property, except as indicated below:

[ ] (i) offeror/quoter intends to install or construct the Government production and research property (other than foundations or similar improvements necessary for the installation of special tooling, special test equipment and plant equipment) provided for the proposed contract on land now owned by the Government in such fashion as to be nonseverable,

[ ] (ii) patent or other proprietary rights may restrict the disposal of the Government production and research property provided for the performance of the proposed contract.

If either box is checked, the conditions specified in FAR 45.309 must be satisfied.

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5252.245-9504 I USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY - ALTERNATE I

USE: Use in Section M in RFPs for supplies, if Government must bear certain costs associated with "As Is" government property.

5252.245-9504 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (MAR 1999) - ALT I (APR 1998)

Replace paragraph (b) of the basic clause with the following:

(b) Use of Government Production and Research Property "As Is". Subject to the terms set forth elsewhere in this Request for Proposal, the Government hereby authorizes the use of the Government production and research property there specified for performance of the proposed contract. If the cost of transporting, reactivating, rehabilitating, converting, expanding, modernizing, or otherwise making such property available for use in performing the contract awarded pursuant to this Request for Proposals is to be borne by the Government and not included in the contract price, such cost will be considered by the Contracting Officer in evaluating proposals hereunder in accordance with the terms set forth elsewhere in this Request for Proposals. Such terms will include either a formula or fixed dollar amount to be used in this evaluation.

5252.245-9504 II USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY - ALTERNATE II

USE: With the basic clause in RFPs for supplies, if contractor must bear certain costs associated with "As Is" government property.

5252.245-9504 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (NAVAIR) (MAR 1999) – ALT II (MAR 1999)

Replace paragraph (b) of the basic clause with the following:

(b) Use of Government Production and Research Property "As Is". As set forth elsewhere in this Request for Proposals, the Government hereby offers the Government production and research property there specified for use on an "as is" basis (see FAR Part 45), subject to the inclusion in the proposed contract of FAR Clause 52.245-19, "Government Furnished Property 'As Is'"). Offerors must satisfy themselves that any such property is suitable for their use. Any costs of transporting, installing, modifying, repairing, or otherwise making such property suitable for use shall be borne by the successful offeror. Finally, the Government will eliminate any competitive advantage from the use of such property in accordance with the procedure specified in (d) below.

5252.245-9506 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY

USE: Use in Section K in RFP for supplies.

5252.245-9506 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (NAVAIR) (APR 1985)

Offeror represents that, contract performance [ ] does, [ ] does not, involve the acquisition of Government production and research property, as defined in FAR 45.301, the disposal of which may be restricted by patent or other rights (see FAR 45.309(b)).

5252.245-9507 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY PROVIDED "AS IS"

USE: Use in Section H in solicitations/contracts for fixed-price time-and-materials or labor-hour contracts when the Contracting Officer determines that Government production and research property/facilities (see FAR 45.301) should be provided on an "as is" basis. This clause is used when 52.245-19 is incorporated into the contract, and may be used independently or in conjunction with 5252.245-9500.

5252.245-9507 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY PROVIDED "AS IS" (NAVAIR) (MAR 1999)

The following Government production and research property is provided on an "as is" basis. The contractor will not be reimbursed for transporting, installing, modifying, repairing, or otherwise making the property ready for use.

[Describe the property to be furnished.]

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5252.245-9508 GOVERNMENT PROPERTY TO BE SERVICED

USE: Use in Section F in solicitations/contracts when Government property is being shipped to contractor's facility for maintenance/repair work.

5252.245-9508 GOVERNMENT PROPERTY TO BE SERVICED (JUL 1998)

(a) Government property or equipment furnished for repair or other service shall be delivered at Government expense F.O.B. at or near contractor's plant, [insert name and address]. The contractor shall acknowledge receipt of the Government property or equipment.

(b) The contractor shall complete servicing of Government property or equipment within [insert number of days] after receipt of the Government property or equipment, or after receipt of an authorization to proceed if one is required by the contract.

(c) Upon completion of servicing of Government property or equipment, the property will be returned to the Government [insert method of returning property, e.g., it will be picked up by a Government representative, it will be shipped at contractor expense, etc.]

5252.245-9509 PLACE OF DELIVERY - GOVERNMENT FURNISHED MATERIAL

USE: Use in Section F in solicitations/contracts when Government Furnished Material is provided to the contractor.

5252.245-9509 PLACE OF DELIVERY - GOVERNMENT FURNISHED MATERIAL (NAVAIR) (MAR 1999)

(a) The Government will furnish to the contractor for use in connection with this contract the following material at the time specified:

Material	Quantity	Date

[insert listing and description of Government furnished material and how many days after date of contract it will take for delivery]

(b) The material will be delivered at the Government's expense to the location designated in the contractor's proposal for performance. Delivery includes delivery either directly to the factory/warehouse street location, or to a designated private siding if delivery is by rail.

(c) Only the material listed above in the quantity shown will be furnished by the Government. All other material required for performance of this contractor shall be furnished by the contractor. Such Government-furnished material shall be delivered at or near contractor's plant under Government bills of lading, free of expense to the contractor, on board the conveyance selected by the Government. When rail delivery is designated by the Government as a mode of transportation and drayage from a team track to the contractor's plant is necessary, the contractor agrees to arrange for prompt unloading of cars, pick-up and delivery of material to the plant free of expense to the Government.

5252.245-9520 ASSOCIATE CONTRACTOR CLAUSE

USE: Use in Section H in solicitations/contracts when Associate Contractor Agreements are required and additional requirements for integrated data are not needed.

5252.245-9520 ASSOCIATE CONTRACTOR CLAUSE (NAVAIR) (OCT 2005)

(a)(1) This clause is intended to ensure that there will be appropriate coordination/integration of work by the [specify weapons systems] associate contractors to ensure complete compatibility between equipment, data, and services for the [specify weapons systems] to prevent unnecessary duplication of effort and in order to maximize commonality.

(2) The price of this contract makes provision for the performance of the work called for in the Associate Contractor Agreements as required by this clause, in support of this contract.

(b) The Associate Contractors are as follows:

Contractors : _____

(c) The contractor shall work and maintain close liaison with the associate contractors listed in paragraph (b) above. In order to assure accomplishment of this objective, the contractor shall enter into a written Associate Contractor Agreement with each of the other applicable associate contractors.

(d) Each Associate Contractor Agreement between the contractor and an associate contractor shall provide for complete and unbiased exchange of technical information and interface data (data) relating to their detailed responsibilities and procedures. The following is a guide to be used in the development of each agreement:

(1) Identification of the data to be furnished among the associate contractors to facilitate procedures/schedules for the exchange of data. Descriptive detail of the data to be furnished or exchanged, with a specific date for delivery of each item thereof and containing such other mutual covenants and agreements that may be desirable or required to assure delivery or exchange of said data in a timely manner and in a condition suitable for use by the recipient. (For example, this may extend to all information pertaining and essential to the design, development, fabrication, test, interface, modification and installation of equipment and provision of services hereunder to the extent that each party may require such information to ensure the compatibility of their respective equipment, data and services.)

(2) Services to be provided by one contractor to another (including such services as clerical support to visiting associate contractor personnel, unscheduled maintenance and technical support for equipment, etc.) to facilitate the performance of the respective contracts and the period(s) of time the services are to be provided to assure necessary interface actions and support activities.

(3) The materials to be provided to each other by the respective contractors in performance.

(4) The facilities and their location to be provided by each contractor to accommodate personnel assigned to provide the associate contractor's integration and support services, assurance of adequate working areas, power requirements, office space and communication equipment which are essential for timely completion of the integration/support services.

(5) Delineation of respective interface responsibilities.

(6) Provision for furnishing copies to communications relative to performance of associate contractor responsibilities.

(e) In the event this exchange of data results in the need to obtain access to proprietary information, the contractor agrees to include in the Associate Contractor Agreements the terms and conditions under which the contractor and associate contractors agree to exchange such proprietary information. The Contractor hereby agrees not to use,

modify, reproduce, release, perform, display, or disclose such proprietary information unless specifically authorized in writing to do so under the Associate Contractor Agreements.

(f) The Associate Contractor Agreements shall permit the exchange of data between the associate contractors. The Agreements shall be structured so that all contractors and associate contractors are obligated to protect proprietary information from all unauthorized use or disclosure for as long as such information remains proprietary.

(g) "Proprietary Information" means information that embodies trade secrets developed at private expense or business, commercial, or financial information that is privileged or confidential provided that such information:
[_____] is not known or available from other sources without obligations concerning its confidentiality;
[_____] has not been made available by the owners to others without obligation concerning its confidentiality;
[_____] is not already available to the Government without obligation concerning its confidentiality; and
[_____] has not been developed independently by persons who have had no access to the information.

(h) Each Associate Contractor Agreement shall be submitted to the Government for review prior to execution. Following Government concurrence and execution by both associate contractors, each Associate Contractor Agreement may be made an attachment to this contract. The Associate Contractor Agreements are for information purposes only and shall not be subject to or governed by this contract. In the event of a conflict between the terms of this contract and terms of the aforesaid agreement, the terms of this contract shall control.

(i) Where the contractor and an associate contractor fail to agree upon action to be taken in connection with their respective responsibilities, each contractor shall promptly notify the cognizant PCO and furnish the contractor's recommendations for a solution. The contractor shall not be relieved of its obligations to make timely deliveries or be entitled to any other adjustment because of the contractor and its associate failure to: (1) resolve Associate Contractor Agreements disputes; (2) promptly refer matters to the PCO; or (3) to implement PCO directions.

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5252.245-9520 I ASSOCIATE CONTRACTOR CLAUSE - ALTERNATE I

USE: Use in Section H in solicitations/contracts when Associate Contractor Agreements are required and when additional requirements for integrated data are deemed appropriate.
Add paragraph (j) below to the basic contract.

5252.245-9520 ASSOCIATE CONTRACTOR CLAUSE (NAVAIR) (OCT 2005) - ALT I (AUG 2003)
…(j) Certain data items identified in the DD Form 1423, Contractor Data Requirements List, require appropriate and timely data inputs from associate contractor(s) to permit the contractor to complete integrated data efforts. Should the lack of timely associate contractor support impede the contractor in discharging this obligation, the contractor shall accomplish the basic release of the integrated data less the associate contractor(s) input. The contractor shall update and forward the integrated data within thirty (30) days after receipt of associate contractor(s) input data.

5252.246-9501 NAVY SPECIAL INTERFACE GAGES

USE: Use in Section H in missile solicitations/contracts, when these gages will be provided to the contractor.

5252.246-9501 NAVY SPECIAL INTERFACE GAGES (NAVAIR) (OCT 2005)

(a) The Navy Special Interface Gages listed under this clause will be forwarded to the contractor for joint use by the Contract Administration Office (CAO) and the Contractor Quality Assurance Personnel. These gages are intended for use only during inspection for final acceptance (use for in-process inspection is not permitted). Contractor use of NAVY gages must be cited in [specify document, i.e., "Contractor's Quality Assurance Program Plan".]

(b) The gages are provided for verification of selected composite interface dimensions and do not constitute sole acceptance criteria of production items or relieve the contractor of meeting all drawing/specification requirements under the contract.

(c) Production items that fail to accept the appropriate gages will require inspection by other means to determine acceptance or rejection.

(d) The Government shall not be responsible for discrepancies in production items resulting through misusing damage or excessive wear to the gages caused by the contractor.

(e) Calibration and repair of the gages shall only be performed by:

Commanding Officer
WPP Code MS 24
1999 4th Street
Norco, CA 92860-1915

Calibration and repair will be performed at no cost to the contractor, unless repair is required due to damage to the gages resulting from contractor fault or negligence. Damaged, worn or otherwise unserviceable gages shall be brought to the immediate attention of the Navy Standards Lab.

(f) The gages shall be shipped to the Navy Standards Lab at the address designated in paragraph (e) of this clause thirty (30) days after final acceptance of all production items. The following specifications, current at time of award, are applicable:

(1) Preservation, MIL-P-116H(1), "Methods of Preservation", Method 1A, using Preservative P-10.
(2) Packing, MIL-P-116H(1), Method 1A.
(3) Shipping FED SPEC PPP-P-40A, "Packaging and Packing of Hand Tools".
(4) Marking, MIL-STD-129K, "Marking for Shipments and Storage".

(g) The contractor shall prepare the gages for shipment in order to: (i) calibrate, (ii) and/or repair; or (iii) return them when no longer required in performance of this contract. The Government will pay the transportation costs of the gages, except that the contractor shall pay such costs if shipment is necessitated due to damaged gages resulting from contractor fault or negligence.

(1) Any repair or replacement for which the contractor is responsible under the provisions of this clause shall be accomplished by the Navy Standards Lab at the expense of the contractor.

(2) The contractor shall not add any additional permanent identification marking to the gages.

(h) The following special instructions shall apply to the gages:

[Insert special instructions or put "none"]

(i) The following gages shall be provided:

GAGE NUMBER	DESCRIPTION	QUANTITY
[List the gage numbers, description of the gage and quantity to be provided]		

(j) The gages shall be shipped to the Navy Standards Lab at the address designated in paragraph (e) of this clause within thirty (30) days after completion of the use of gages for the production contract, unless directed by the Contracting Officer to do otherwise.

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5252.246-9502 STANDARD COMMERCIAL WARRANTY

USE: Use in Section L in solicitations for commercial supplies or services purchased under FAR Part 12. Ref: FAR 12.404(b).

5252.246-9502 STANDARD COMMERCIAL WARRANTY (NAVAIR) (JAN 1992)

(a) The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

(b) The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of _____ months. (Offeror is to insert number.)

5252.246-9503 SIGNIFICANCE OF SYSTEMS ENGINEERING TECHNICAL REVIEWS REQUIRED UNDER THIS CONTRACT

Use: Use in Section H for contracts that reference NAVAIRINST 4355.19D Systems Engineering Technical Review Process or that involve design and/or development effort that utilize systems engineering processes.

5252.246-9503 SIGNIFICANCE OF SYSTEMS ENGINEERING TECHNICAL REVIEWS REQUIRED UNDER THIS CONTRACT (NAVAIR) (JUL 2009)

(a) The effort to be performed under this contract includes a series of systems engineering technical reviews to review the design/development of the system and assess the progress towards meeting the technical and/or performance requirements set forth in this contract. The reviews will provide an independent assessment of the emerging design/development of the system against the contractual requirements and user's capabilities requirements.

(b) Government express or implied approval of any particular technical approach or deliverable does not alter the Contractor's responsibility to meet the requirements of the contract. The contractor maintains design responsibility for the system at all times.

5252.246-9512 INSPECTION AND ACCEPTANCE

USE: Use in Section E in solicitations/contracts to describe the inspection and acceptance process.

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by [insert the accepting authority].

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

5252.246-9513 INSPECTION AND ACCEPTANCE OF TRAINING DEVICES

USE: Use in Section E in solicitations/contracts for training devices.

5252.246-9513 INSPECTION AND ACCEPTANCE OF TRAINING DEVICES (NAVAIR) (OCT 2007)

Inspection of Device [identify training device] shall be accomplished in accordance with the Specification/Statement of Work entitled [insert SOW title], dated [insert date of SOW], and the Government approved Contract Data Requirements List (CDRL), DD Form 1423, data item entitled Test Procedures and Test/Inspection Reports (TP and TIR). Any Government inspection/acceptance to be conducted in the contractor's facility, will be performed by the Administrative Contracting Officer's quality assurance representative with support of [identify Government agency] technical personnel. Final inspection to be performed at the device delivery site will be directed and witnessed by the technical representative of the Procuring Contracting Officer (PCO). Final acceptance of this Contract Line Item will be evidenced by signature of the PCO or his duly authorized representative on a DD Form 250, Material Inspection and Receiving Report.

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION

USE: Use in Section E in solicitations/contracts with DD Form 1423 requirements.

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as

appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled [insert title of attachment, e.g., NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form]. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

5252.246-9516 SPECIAL DISTRIBUTION OF DD FORM 250

USE: Use in Section E in solicitations/contracts to provide distribution instructions for DD Form 250, if more than one addressee when DFAR clause 252.246-7000 is present.

5252.246-9516 SPECIAL DISTRIBUTION OF DD FORM 250 (NAVAIR) (OCT 2005)

Copies of the Material Inspection and Receiving Reports (DD Form 250) required to be delivered by the contractor shall also be delivered to the following:

Activity	Address
	[include activity and address]

5252.246-9517 CONSTRUCTIVE ACCEPTANCE PERIOD

USE: Use in Section E in solicitations/contracts when FAR 52.232-25 is incorporated into the contract, and more than seven days are needed for inspection.

5252.246-9517 CONSTRUCTIVE ACCEPTANCE PERIOD (NAVAIR) (MAR 1999)

For the purpose of FAR Clause 52.232-25, "Prompt Payment", paragraph (a)(5)(i), Government acceptance shall be deemed to have occurred constructively on the [insert the number of days] day after the contractor delivered the supplies or performed the services.

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5252.246-9518 LIQUIDATED DAMAGES (HARDWARE/SOFTWARE).

USE: Use in Section H solicitation/contracts when Information Technology resources acquired are necessary for the requiring activity's mission accomplishment. Not for use in maintenance contracts or for stockpiling of items.

5252.246-9518 LIQUIDATED DAMAGES (HARDWARE/SOFTWARE) (NAVAIR) (OCT 2005)

(a) Equipment (Hardware) and Software. For non-delivery of equipment or software the contractor shall pay to the Government, as fixed and agreed, liquidated damages for each calendar day's delay beginning with the installation date(s) specified in section [insert section of contract where it specifies the installation date(s)], but not for more than one hundred eighty (180) days as follows:

(1) Total System. The contractor is expected to install all the equipment and deliver the operating software in accordance with his functional specifications including the special features and accessories included on the same order with the equipment and software. If the contractor fails to fulfill this requirement and, as a result, no portion of the total system is ready for use on the installation date, then the liquidated damages shall be assessed. Such liquidated damages shall be counted on the basis of each calendar day or delay at a rate of [insert percentage rate at which liquidated damages shall be computed on the basis of each calendar day of delay] of the total month charge or [insert the percentage of purchase price for the ordered equipment and software] of the purchase price for the ordered equipment and software, depending on whether ordered for rental or purchase. The total amount shall not exceed fifty (50%) percent of the purchase price or one hundred (100%) percent of the total monthly charge.

(2) Machines. When an installation date is specified on an order for machines to be added subsequent to the initial system installation date, and the contractor fails to install, ready for use, any such machines [including special features, any operating software, and accessories] on or before the required installation date, liquidated damages shall be assessed. Such liquidated damages shall be computed on the basis of each calendar day of delay at a rate of [insert the percentage rate at which liquidated damages shall be computed on the basis of each calendar day or delay for rental, and will be assessed against monthly charge] the monthly charge for machine(s) that cannot be used as a direct result of the delay or [insert the percentage of purchase price for the ordered machine] of the purchase price of

each machine, depending on whether the machine is ordered for rental or purchase. Liquidated damages shall cease upon the day the machine is installed and determined ready for use. Total amount shall not exceed fifty (50%) percent of the purchase price of one hundred (100%) percent of the total monthly charge.

(3) Partial Installation. If some, but not all, of the equipment and software on order is installed/ delivered, ready for use, by the installation date, and if the Government uses any such installed equipment and/or delivered software, liquidated damages shall not accrue against these items for any calendar day on which they are used. In this event for each day's delay, the contractor shall pay, depending on whether ordered for rental or purchase, [insert the percentage rate at which liquidated damages shall be computed on the basis of total monthly charge (if rental)] of the total monthly charge or [insert percentage rate at which liquidated damages shall be computed on the basis of total purchase price] of the purchase price, for each item of equipment and software not installed/delivered, as well as for each installed/delivered item which as a result cannot be used by the Government. Total amount may not exceed fifty (50%) percent of the purchase price or one hundred (100%) percent of the total monthly charge.

(b) Software. Substitute Equipment. If the contractor fails to deliver, on or before the specified delivery date, all the operating software or if the delivered operating software fails to conform to the functional descriptions set forth in Section C, then the provisions of (a)(2) shall apply with respect to liquidated damages.

(c) Exception. Except with respect to defaults of subcontractors, the contractor shall not be liable for liquidated damages when delays arise from causes beyond the control of and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, Acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delay must be beyond the control of and without the fault or negligence of the contractor. If the delays are caused by the default of a subcontractor, and such delay is beyond the control of both the contractor and the subcontractor and without the fault or negligence of either of them, the contractor shall not be liable for liquidated damages for such delay, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule.

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5252.246-9526 PROVISIONAL ACCEPTANCE UNDER SPECIAL CONDITIONS

USE: Use in Section H in negotiated fixed-price supply solicitations/contracts.

5252.246-9526 PROVISIONAL ACCEPTANCE UNDER SPECIAL CONDITIONS (NAVAIR) (OCT 2005)

(a) Acceptance under Special Conditions. The Government may, in the discretion of the Contracting Officer, finally or provisionally accept any supply prior to completion of work on such supply in the following situations:

(1) When the contractor, despite the exercise of due diligence, encounters unavoidable delay in securing contractor-furnished property;

(2) When Government-furnished property suitable for installation in any supply to be furnished hereunder is not delivered to the contractor in sufficient time to permit installation by the contractor prior to the date the supply is scheduled for delivery; or,

(3) When defects or deficiencies are known to exist in the supply, but when correction of the defects or deficiencies is not practicable within the delivery schedule set forth in the contract.

(b) Pending completion of any supply provisionally accepted under this provision, the Contracting Officer shall withhold an amount from the contract price that represents the estimated value of the work remaining to be performed. The withhold will be released after final acceptance.

5252.246-9528 INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS)

USE: Use in Section E in solicitations/contracts when an initial inspection at contractor's facility is deemed necessary for quality assurance, and final inspection/acceptance will be made after installation at destination.

5252.246-9528 INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS) (NAVAIR) (OCT 2005)

(a) Initial inspection of the supplies to be furnished hereunder shall be made by [identify who will perform inspection] at the contractor's or subcontractor's plant located at [insert address/location of plant where inspection

will take place]. Final inspection and acceptance shall be made by [identify who will perform final inspection/acceptance] within [insert number of days in which final inspection/ acceptance will be made] after [insert beginning time for final inspection/acceptance].

(b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out testing of the supplies.

5252.246-9529 SURVEILLANCE OF SERVICES AND TIME RECORDS

USE: Use in Section E in solicitations/contracts where the contractor is reimbursed on the basis of direct hours expended for a level of effort.

5252.246-9529 SURVEILLANCE OF SERVICES AND TIME RECORDS (NAVAIR) (JUL 1998)

(a) The official(s) designated in paragraph (b) shall be responsible for appropriate surveillance of all services to be performed under this contract. In so doing, such official(s) shall (1) review the accuracy and approve or disapprove the contractor's time and attendance records of all workers assigned under the contract, and (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

(b) Name: [Insert name and code of inspector]
Activity: [Insert activity of inspector]
Address: [Insert inspector's address]
Phone: [Insert inspector's telephone number]

(c) When performance is at a Government site, the contractor's representative shall contact the Government representative named above upon arrival and departure from the work site. If access to a security area is required, the designated Government representative will provide continuous escort service for the contractor's representative.

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5252.246-9535 WARRANTY

USE: Use in Section H in solicitations/contracts when a warranty clause is required. Special approvals may be required before using a warranty clause.

5252.246-9535 WARRANTY (NAVAIR) (JUL 1990)

(a) Definitions:

(1) Acceptance. The word "acceptance" used herein means the signing of a DD Form 250 by the duly authorized Government representative.

(2) Supplies. The word "supplies" as used herein means end items furnished by the contractor.

(3) Defects. As used herein means any condition or characteristic in any supplies furnished by the contractor under this contract that is not in compliance with the requirements of the contract.

(4) Correct. As used herein means to eliminate the defects. Corrective action may include repair, replacement, redesign, and development and qualification of a modification to eliminate the defect and retrofit of such modification.

(5) Organic Repair. As used herein means organizational, intermediate, or depot level repair actions performed by any Navy or other Department of Defense activity.

(6) Essential Performance Requirements. As used herein means any operational capability or other characteristic identified as an essential performance requirement necessary for the supplies to fulfill the military requirements for which they were designed. Essential performance requirements are set forth in Attachment (A) "Essential Performance Requirements" of the applicable specification (or, Detail Specification No.) [insert specification number or SOW number for avionics].

(b) Warranty.

(1) Notwithstanding inspection and acceptance by the Government or any provision of this contract concerning the conclusiveness thereof, the contractor warrants that, all supplies furnished under this contract:

(i) shall conform to the design and manufacturing requirements in the contract and amendments thereto;

(ii) shall be free from all defects in material and workmanship, at the time of acceptance, and

(iii) shall conform to the essential performance requirements delineated in Attachment (A) of the applicable specification [add SOW number for avionics].

(2) With respect to Government-furnished property, the contractor's warranty shall extend only to its proper installation, unless the contractor performs some modification or other work on such property in which case the contractor's warranty shall extend to such modification or other work.

(3) This warranty will not be voided by organic repair.

(c) Remedies.

(1) Corrective Actions. In the event of a breach of the contractor's warranty in paragraph (b) above, the Government, at its election, may require the contractor to take all actions necessary to correct the breach at no additional cost to the United States including:

(i) Perform analyses of causes of defects or failures resulting in a breach of warranty provisions under this contract, propose corrective actions for such causes including schedules for performing such corrective actions, and, if so directed by the Contracting Officer, perform the corrective actions proposed as a result of such analyses;

(ii) Correct, at the original point of delivery or at the contractor's plant, defective or nonconforming supplies;

(iii) Furnish, at the original point of delivery or at contractor's plant, such materials or parts and installation instructions as may be required to complete successfully the corrective action; and

(iv) Prepare and furnish new or revised data and reports associated with the corrective action, including all affected data delineated in the DD 1423s under this contract.

(2) Equitable Adjustment.

(i) If the Government elects not to require the contractor to take corrective action for any breach or warranty under this clause, the Government shall be entitled to an equitable reduction in the price of such supplies.

(ii) If the Government performs or has performed the corrective action, the Government shall be entitled to the reimbursement of reasonable costs incurred to correct the deficiency.

(3) When supplies require correction or replacement pursuant to this clause, the Government will bear the cost of the transportation to the port of CONUS entry. The contractor will bear the transportation costs between the CONUS port of entry and the site where correction or replacement action occurs and subsequent return to that port of entry.

(d) Notification and Correction Procedures.

(1) Except as the notification period may be extended by operation of paragraph (d)(4) herein, the contractor shall be notified in writing of any breach of the warranty set forth in paragraph (b) above including a description of the breach within [insert the number of days or months for contract notification of breach of warranty], after acceptance of nonconforming or defective supplies. Written notice may consist of any of the following: a letter from the Contracting Officer or his duly authorized representative, conditions cited on the DD Form 250 for acceptance of supplies, a Quality Deficiency Report (QDR), a Maintenance Action Form (MAF) and/or a Navy Aviation Warranty Program Report (NAWPR - Aviation 3-M report). If the Contractor has knowledge of a defect constituting a breach of the warranty in paragraph (b) above, such knowledge shall be deemed to constitute written notice.

(2) Within [insert number of days to submit written plan for remedies to PCO] days of such notification, the contractor shall submit to the Contracting Officer a written plan with recommended actions and a proposed schedule to remedy the breach.

(3) The contractor warrants that all corrective action pursuant to the Remedies section of this clause shall be completed and supplies tendered for redelivery to the Government within either (i) [insert number of calendar days contractor has to redeliver supplies] calendar days from the date of contractor receipt of uncorrected supplies at the contractor's plant or original point of delivery or (ii) a schedule pursuant to a plan of action approved in writing by the Contracting Officer. If the contractor is unable to provide corrective action within the applicable time frame, the contractor shall request an extension, in writing, from the Contracting Officer.

(4) Notification Period for Board of Inspection and Survey Trials. (Applicable only to Aircraft) If Board of Inspection and Survey (BIS) trials are conducted or will be conducted under this or any prior contract with respect to aircraft of the type or types to be delivered under this contract, the period of notification of a breach of the warranties in paragraph (b) shall be one (1) year from the date the last aircraft of the type being acquired under this contract completes BIS trials, or two (2) years from the date the first such aircraft is accepted for such trials, whichever is later. For the purpose of this clause, aircraft with different Government model letter designations shall, unless otherwise provided in the contract, be considered aircraft of different types.

(5) Warranty for Corrected or Replaced Supplies. Any supplies or components replaced pursuant to this warranty are subject to the provisions of this clause, including those on remedies and notification, in the same manner as supplies or components initially delivered. For supplies or components corrected under this clause by

repair, the contractor shall be notified in writing of any breach of the warranty set forth in paragraph (b) above (including a description of the breach) within [insert number of days or months the Government has to notify the contractor of any further breach of warranty for supplies that were supposed to be corrected] after receipt by the Government of the corrected supplies.

(6) The contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with the Contracting Officer's direction to correct the breach. If after the contractor undertakes correction, it is determined that a breach of warranty did not occur, the price and other affected provisions of this contract will be equitably adjusted to compensate the contractor for actions taken pursuant to this clause.

(e) Marking.

(1) For each aircraft, missile, or engine delivered, the contractor shall provide complete, accurate and legible warranty information in the Aircraft or Engine Log Book or Aeronautical Equipment Service Record as part of the acceptance of each aircraft, missile, or engine.

(2) All other warranty supplies furnished under this contract shall be identified as such by marking each weapon replaceable assembly (WRA) in accordance with MIL-STD-130 and each shipping container in accordance with MIL-STD-129.

(3) For supplies accepted conditionally or under special conditions, the applicable log book or aeronautical equipment service record card shall specify any exceptions to acceptance, including work to be completed, material to be installed and defects or nonconformances to be corrected.

(4) All warranty markings shall be indelible, legible and include, as a minimum, the following:

(i) "WARRANTY ITEM" in bold letters at least twice as large as those used to provide additional information;

(ii) NSN, manufacturer's part number, serial number or other item identifier;

(iii) contract number;

(iv) manufacturer or entity providing the warranty;

(v) date or time for expiration of the warranty;

(vi) a statement that organic repair will not void the warranty; and,

(vii) shipping location and point of contact for warranty repairs.

(f) Warranty Administration.

(1) The contractor shall provide updated Warranty Status Reports to the Government in accordance with DI-MISC-80733 and applicable DD Form 1423s.

(2) Dual Processing. When an item is required to be processed for a QDR investigation and a warranty claim, the contractor shall fulfill both requirements. If the contractor has extenuating circumstances that make it impossible to meet the warranty turnaround requirements and also perform a QDR investigation, then the contractor shall request from the Procuring Contracting Officer (PCO) or his duly authorized representative an extension of the warranty turn-around-time in paragraph (d)(3) above.

(g) Miscellaneous.

(1) The rights and remedies of the Government and the contractor provided in this clause are in addition to, and do not limit, any rights and remedies the Government and contractor may have under any other clause or provision of this contract.

(2) The Government's rights under this contract because of latent defects, fraud, or such gross mistakes as amount to fraud are not limited by this clause.

(3) The warranties expressed herein are in lieu of any implied warranty of Merchantability or Fitness for a particular purpose.

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5252.246-9536 CONTRACTOR OPERATION AND MAINTENANCE OF SIMULATORS (COMS) - SCHEDULE OF DEDUCTIONS

USE: Use in Section H in solicitations/contracts for contractor operation and maintenance of simulators.

5252.246-9536 CONTRACTOR OPERATION AND MAINTENANCE OF SIMULATORS (COMS) - SCHEDULE OF DEDUCTIONS (NAVAIR) (MAR 1999)

(a) Each month, upon submission of a signed DD Form 250, the Government will pay the contractor as provided in Section G. However, in the cases of deficient services, the unit price paid may be adjusted pursuant to this text

and FAR Clause 52.246-4, "Inspection of Services - Fixed Price". For purposes of making these deductions, unit price is defined as the unit price established for a COMS sub line.

(b) To determine what portion of the unit price is applicable to each device, for purposes of deductions, the following schedule will be used:

DEVICE	APPLICABLE PERCENTAGE	CSD
	[insert schedule]	

(c) Deductions may be made for services deficiencies in all of the categories specified in the Performance Requirement Summary Table (PRST) in Appendix [insert appendix number]. The PRST designates the percentage of the unit price that will be paid for each category of service. These percentages will be applied to the unit price to establish the base price for any category from which a deduction will be made. Except for the Operation of Training Devices, the complete formula for determining a deduction is in Appendix [insert appendix number].

(d) The percentage for operation of Training Devices service category is reported on the Performance/ Utilization report as the Contractor Performance Factor (CPF). The formula for determining the CPF is in Part 6 of the attached Statement(s) of Work. Any differences between the CPF and the standard found in the PRST are the degree of deviation used to measure acceptability.

If the CPF Percentage is:	The Percentage Reduction is:	If the CPF Percentage is:	The Percentage Reduction is:
94.1- 94.9	1	83.1 - 843	22
93.1- 94	2	82.1 – 83	24
92.1- 93	4	81.1 - 82	26
91.1- 92	6	80.1 – 81	28
90.1- 91	8	79.1 - 80	30
89.1- 90	10	78.1 - 79	32
88.1- 89	12	77.1 - 78	34
87.1- 88	14	76.1 - 77	36
86.1- 87	16	75.1 - 76	38
85.1- 86	18	75 or below	40
84.1 – 85	20		

(e) This text in no way limits the Governments' rights under FAR Clause 52.249-8, "Default (Fixed-Price Supply and Service)". The Government may find the contractor in Default even if the contractor maintains a CPF of seventy-five (75%) percent or greater. In addition, the Government may withhold some or all payments pursuant to paragraph (e) of FAR Clause 52.246-4, "Inspection of Services--Fixed-Price".

5252.247-9502 UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT

USE: Use in Section D in solicitations/contracts when special unpacking instructions for complex or delicate equipment are required.

5252.247-9502 UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT (NAVAIR) (OCT 1994)

(a) Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION".

(b) Marking Containers. When unpacking instructions are provided, shipping containers will be stenciled "CAUTION - THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (state where located)." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

(c) Marking. All shipping containers will be marked in accordance with [specify commercial or approved military standard that applies].

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5252.247-9503 MARKING OF WARRANTED ITEMS

USE: Use in Section D in solicitations/contracts that include a warranty clause.

5252.247-9503 MARKING OF WARRANTED ITEMS (NAVAIR) (OCT 2005)

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage, and MIL-STD-130, Identification Marking of U.S. Military Property, current at the date of award. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Each item covered by a warranty shall have a written notice attached to or furnished with the warranted item, and marked with the following:

(1) National stock number or manufacturer's part number.
(2) Serial number or other item identifier (if the warranty applies to uniquely identified items).
(3) Contract number.
(4) Indication that a warranty applies.
(5) Manufacturer or entity (if other than the contractor) providing the warranty.
(6) Date or time when the warranty expires.
(7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

5252.247-9504 TRAINING DEVICE

USE: Use in Section F in solicitations/contracts for training devices.

5252.247-9504 TRAINING DEVICE (NAVAIR) (FEB 1995)

(a) Training Device [identify training device] shall be delivered within [insert time period] months after contract award, to the following address: [insert delivery address]

(b) The contractor is required to follow the milestone schedule set forth below toward meeting the delivery date: [insert milestone schedule]

5252.247-9505 TECHNICAL DATA AND INFORMATION

USE: In Section F in solicitations/contracts with DD Form 1423 requirements.

5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit [insert exhibit number(s)], attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Code [insert code].
(2) ACO, Code [insert code].
[insert additional code addresses, as necessary]

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.
(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.
(g) DD Form 1423, Block 14 Mailing Addresses: [insert the abbreviation and mailing address to match]

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5252.247-9507 PACKAGING AND MARKING OF REPORTS

USE: Use in Section D in solicitations/contracts requiring contractor submittal of reports.

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005)
(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.
(b) The contractor shall prominently display on the cover of each report the following information:
(1) Name and business address of contractor.
(2) Contract Number/Delivery/Task order number.
(3) Contract/Delivery/Task order dollar amount.
(4) Whether the contract was competitively or non-competitively awarded.
(5) Name of sponsoring individual.
(6) Name and address of requiring activity.

5252.247-9508 PROHIBITED PACKING MATERIALS

USE: Use in Section D in solicitations/contracts when supplies or reports are sent to any military installation.

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)
The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING

USE: Use in Section D in solicitations/contracts for supplies and equipment, exclusive of ammunition, explosives or hazardous materials, as covered in Title 49 of the Code of Federal Regulations.

5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR) (JUL 1998)
(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.
(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

[Insert specific instructions]

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.
(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging,

drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

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5252.247-9509 I PRESERVATION, PACKAGING, PACKING AND MARKING - ALTERNATE I

Use: With basic clause in solicitations and contracts which require marking to be accordance with Mil-Std-129. Previously C11. Replace the basic clause paragraph (b) with the paragraph (b) below.

5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 1998) - ALT I (OCT 2005)

(b)(i) Marking shall be in accordance with MIL-STD-129, "Marking of Shipment and Storage".
(ii) Additional marking required are stated below: [If None, so state]
(TCN): [insert TCN]
(PRI): [insert PRI] (RDD): [insert RDD] (PROJ): [insert project number]
(TO) : [insert address]
(OVERSEAS ADDRESS) [insert address]

5252.247-9509 II PRESERVATION, PACKAGING, PACKING AND MARKING - ALTERNATE II

Use: In solicitations and contracts when the military level of preservation, packaging and packing will be identified. Previously C12. Replace paragraphs (a) through (d) with paragraphs (a) and (b) below.

5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 1998) - ALT II (OCT 2005)

(a) Preservation-Packaging – Preservation-Packaging for item(s) [insert CLINs] shall be level [insert level] of MIL-STD-129 and\or the commodity specification under which the item is procured.
(b) Packing -- Packing for item(s) [insert CLINs] shall be level [insert level] of MIL-STD-129 and/or the commodity specification under which the item is procured.

5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS

USE: Use in Section D in solicitations/contracts for supplies and equipment for contracts for FMS.

5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005)

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129 . Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.
(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:
(1) FMS Case Number.
(2) Part Number (with CAGE Code).
(3) For - the organization/address the material is shipped to.
(4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)
(5) Project Code number.
(6) Project Directive Line Item (PDLI) Number.
(7) Requisition Serial Number (RSN).
(8) Quantity.
(9) From - the contractor's address shipped from.

(10) Ship to - the shipping address provided in the contract.
(11) Transportation Priority
(12) Required Delivery Date

(c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

5252.247-9513 PLACE OF DELIVERY AND INSTALLATION

USE: Use in Section F in solicitations/contracts when FAR 52.247-35 is incorporated into the contract, and the Contracting Officer needs to define what constitutes "consignee's premises".

5252.247-9513 PLACE OF DELIVERY AND INSTALLATION (NAVAIR) (OCT 2005)

The articles to be furnished hereunder shall be delivered, FOB Destination, within the consignee's premises, and installed by the contractor at [insert the name an address of activity and exact location, such as building and room number] without additional expense to the Government. The individual assigned for coordination is [insert name and phone number].

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5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS

USE: Use in Section D in solicitations/contracts with DD Form 1423 requirements and special markings are required as described.

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5520.22M.

5252.247-9515 PLACE OF DELIVERY: ORIGIN OR DESTINATION

USE: Use in Section K in solicitations where bidders/offerors may bid/propose on the basis of either F.O.B. Origin or F.O.B. Destination.

5252.247-9515 PLACE OF DELIVERY: ORIGIN OR DESTINATION (NAVAIR) (MAR 1999)

(a) Bids or offers are invited on the basis of BID/OFFER (F.O.B. origin) or BID/OFFER (F.O.B. destination or ports of loading) or BOTH and they will be evaluated for award on the basis of the lowest overall cost to the Government.

(b) BID/OFFER F.O.B. ORIGIN: [ ] YES [ ] NO

The articles to be furnished hereunder shall be delivered in accordance with FAR Clause 52.247-29, "F.O.B. Origin", free of expense to the Government at the Government's option, F.O.B. carrier's equipment, wharf, or freight station located at or near: *Bidder/offeror must insert shipping point, including street address, city, state and zip code, or exact location of private siding or nearest rail terminal from which rail shipment will be made together with the name of the serving railroad.*

_____
_____
_____
_____

for shipment at Government expense, except as provided in paragraph (c) of FAR Clause 52.247-29, to the following destination: [insert destination]

The mode of transportation, type of vehicle and exact place of delivery at or near F.O.B. origin point named above shall be specified by the Government at the time of shipment.

(c) BID/OFFER F.O.B. DESTINATION: [ ] YES [ ] NO

The articles to be furnished hereunder shall be delivered, all transportation charges paid by the contractor as provided in FAR Clause 52.247-34, "F.o.b. Destination" to [insert destination].

5252.247-9516 PREPAID SHIPMENT/REIMBURSABLE TRANSPORTATION

USE: Use in Section G in solicitations/contracts when FAR 52.247-32 is incorporated into the contract.

5252.247-9516 PREPAID SHIPMENT/REIMBURSABLE TRANSPORTATION (NAVAIR) (MAR 1999)

Transportation shall be prepaid by the contractor subject to reimbursement by the Government. Material will be delivered F.O.B. supplier's plant, with shipment to be made to destination(s) specified herein. The transportation cost is to be shown on the same invoice as supplies are billed, but as a separate item. The contractor is also required to furnish a freight receipt when the freight charges are over $[insert dollar amount]. The contractor agrees to retain related transportation billings paid separately for a period of three years and to furnish such bills to the Government when requested for audit purposes. For obligation purposes only, the transportation costs chargeable to the funds indicated (TAC #_____) are estimated to be $_____.

5252.247-9517 PACKAGING REQUIREMENTS FOR SHIPMENTS CONTAINING NON-MANUFACTURED WOOD PACKING MATERIALS

USE: Use in Section D of all solicitations/contracts that involve overseas shipping.

5252.247-9517 PACKAGING REQUIREMENTS FOR SHIPMENTS CONTAINING NON-MANUFACTURED WOOD PACKING MATERIALS (NAVAIR) (FEB 2002)

All non-manufactured, wooden pallets, reels, or containers shipped or used for shipment under this contract shall be heat treated and marked in accordance with the American Lumber Standards Committee, Incorporated Non-Manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement Regulations, both dated 30 May 2001.

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5252.247-9520 PRESERVATION, PACKAGING AND PACKING

Use: In Section D of solicitations and contracts where supplies will be for system stock, overseas destinations or ships at sea. Previously C13.

5252.247-9520 PRESERVATION, PACKAGING, AND PACKING (NAVAIR) (OCT 2005)

(a) The contractor shall preserve, pack and package items procured for system stock, overseas destinations or ships at sea, in accordance with the MIL-STD-2073-1 Level A requirements delineated in the schedule or elsewhere in the contract or order. If specific requirements are not included in the contract or order, the contractor shall preserve and package in accordance with previously approved Level A requirements, within the technical parameters contained in MIL-STD-2073-1. Preservation and packing materials shall be fire retardant/non-combustible as prescribed in the specific packaging requirements in the contract or order, and to the maximum extent practicable.

(b) If the packaging materials specified in the contract or order are not fire retardant, and fire retardant varieties are included in commodity specifications for these materials, the contractor shall use fire retardant varieties. Fire retardant packaging materials are not required for items not used aboard ship. The use of plastic packaging materials is prohibited unless prescribed in specific packaging requirements in the contract or order, or unless required to adequately protect the item from damage.

(c) For items procured for installation/immediate use, the contractor shall preserve and package in accordance with the Level C requirements of MIL-STD-2073-1. Packing for shipment (i.e., shipping container) shall be in

accordance with MIL-STD-2073-1, Level A, for overseas surface shipments that are not containerized and all deliveries to ships at sea; Level B for all remaining overseas shipments; Level C or domestic shipments of items consumed at first destination. Fire retardant materials are not required in packing (i.e., shipping container) operations. All units, intermediate and shipping containers, shall be marked in accordance with MIL-STD-129. The use of shredded paper, excelsior, polystyrene and other loose-fill materials as a cushion is prohibited in all packaging and packing operations.

(d) In accordance with 29 CFR, the contractor shall ensure that the following caution label is placed on all unit, intermediate and shipping containers for all items containing asbestos in a form that can be inhaled:

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
BREATHING ASBESTOS DUST MAY CAUSE SERIOUS BODILY HARM

(e) All items containing asbestos in a form that can be inhaled shall be packaged in sealed, impermeable bags or other impermeable containers, as required by 29 CFR.

NOTE TO SUPPLIERS: If the supplies to be furnished on this document require the asbestos caution label described above, the contractor shall notify the contract administrator indicated in the schedule prior to shipment.

5252.247-9521 PLACE OF PERFORMANCE

Use: Use in Section F in solicitations/contracts for which the Government specifies the place of performance.

5252.247-9521 PLACE OF PERFORMANCE (NAVAIR) (OCT 2005)

The services to be performed herein shall be performed at [insert place of performance].

5252.250-9500 DEFINITION OF RISKS COVERED UNDER PUBLIC LAW 85-805 – CONFIGURATION MANAGEMENT PLAN

USE: Use in Section H in solicitations/contracts/BOAs for Tomahawk cruise missiles, when FAR 52.250-1 has been included in Section I.

5252.250-9500 DEFINITION OF RISKS COVERED UNDER PUBLIC LAW 85-804 - CONFIGURATION MANAGEMENT PLAN (NAVAIR) (AUG 1998)

For the purposes of the clause hereof entitled “Indemnification Under Public Law 85-804 - Fixed Price”, the risks the clause covers are “nuclear risks, defined as those risks attributable to the radioactive, toxic, explosive or other hazardous property of special nuclear material”, “by-product materials” or source material, such materials are defined in the Atomic Energy Act of 1954, as amended; and unusually hazardous risks which are the risks of explosion, detonation, burning or propulsion attributable to the utilization of high energy propellants to TOMAHAWK cruise missiles or of any component thereof, or any other component or subcomponent of the TOMAHAWK cruise missile weapons systems which uses high energy propellants.

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Prescription for USCM Clause 52.232.9650 is as follows:

MAPS 32.7003 (DFARS) Procedures.

(b) All Marine Corps solicitations and contracts that include DFARS 252.232-7003 will contain MAPS Clause 52.232.9650, USMC Wide Area Workflow Implementation (Jul 08), which addresses the requirement to use WAWF.

52.232.9650 USMC WIDE AREA WORKFLOW IMPLEMENTATION (JUL 08)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUEST (JAN 2004)", the United States Marine Corps (USMC) utilizes Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically.

The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless the provision at DFARS 252.232-7003(c) applies. The contractor shall (i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF-RA at the https://wawf.eb.mil site, within ten (10) calendar days after award of this contract or modification. Step by step procedures to register are available at the https://wawf.eb.mil site.

The USMC WAWF-RA point of contact (POC) for this contract is (Contracting Office fills in their office POC) and can be reached at (fill in telephone number and email address).

The contractor is directed to use the (Contracting Office should fill in "Combo," "2-in-1," or "Cost Voucher") format when processing invoices and receiving reports (Choose the appropriate format based on the following: "Combo" is used for goods or any combination of goods and services. "2-in-1" is used for services only contracts. "Cost Voucher" is used for all Cost-type contracts. In most cases these formats are the appropriate choices and the USMC recommended method. However, particular situations may require different WAWF-RA document types. When this occurs, the Contracting Officer should replace "Combo," "2-in-1," or "Cost Voucher" with the correct format in the designated space).

When entering the invoice into WAWF-RA, the contractor shall fill in the following DoDAAC fields or DoDAAC extensions:

(Contracting Office should fill in the following table at time of award to assist contractor with entering data in WAWF-RA)

Contract Number	
Delivery Order	
Cage Code/Ext	
Pay DoDAAC	
Issue Date	
Issue By DoDAAC	
Admin By DoDAAC	

Ship To Code/Ext	(Insert WAWF Acceptor DoDAAC)
Ship From Code/Ext	
LPO DoDAAC	"Leave Blank" (Instruct the contractor to leave blank unless Navy Pay Office. If so, insert correct LPO DoDAAC)
Acceptor Email Address	
Inspect By DoDAAC/Ext	"Leave Blank" (Instruct the contractor to leave blank unless inspected at Source-then the source inspection DoDAAC should be entered which is normally a DCMA DoDAAC)

When preparing invoices the "PrePop" option should always be used when available. If this is an initial invoice, the "PrePop" option will not be available and the contractor must enter the fields found in the table above. When "PrePop" option is used, the contractor shall verify those DoDAACs automatically entered by the WAWF-RA system to ensure they match the above information. If these DoDAACs do not match, then the contractor shall fill in the correct the field(s) and notify the Contracting Officer that a discrepancy exists.

For assistance with invoicing, refer to the WAWF Software User Manual which can be accessed by logging into WAWF, then scrolling on the left side of the screen, and selecting "Software User Manual." Once opened, from the pop-up window, select "invoice" for a general overview on invoicing procedures. Additional guidance on creating a Combo or a 2n1 invoice is also located in the Software User Manual.

Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the acceptor's/receiver's email address (Note this address is their work email address not their WAWF-RA organizational email address) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF-RA issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract to who questions are to be addressed.

(End of clause)

Prescription for USCM Clause 52.232.9651 is as follows:

MAPS 11.275-100 (DFARS) Radio frequency identification.

(a) Use the clause found at MAPS 52.232-9651, USMC ACTIVE RADIO FREQUENCY IDENTIFICATION (RFID) IMPLEMENTATION (MAY 2008), in solicitations and contracts that will require a contractor to ship consolidated sustainment shipments (RFID Layer 4 freight containers) and/or major organizational equipment through the Defense Transportation System (DTS) destined to locations Outside the Continental United States (OCONUS). These requirements are established in USD (Acquisition, Technology and Logistics) (USD (AT&L)) Memorandum, Subj: Radio Frequency Identification (RFID) Policy, dated 30 July 2004, and the Defense Transportation Regulation 4500.9-R.

52.232.9651 USMC ACTIVE RADIO FREQUENCY IDENTIFICATION (RFID) IMPLEMENTATION (MAY 2008)

This clause implements the Department of Defense (DoD) requirement for Active RFID within the United States Marine Corps (USMC).

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

Active RFID Tag: As used in DoD, Active RFID tags are data rich and allow low-level radio frequency signals to be received by the tag, and the tag can generate high-level signals back to the reader/interrogator. Active RFID tags can hold relatively large amounts of data, are continuously powered, and are normally used when a longer tag read distance is desired.

Content Level Detail: Content level detail includes those data elements that describe the asset plus the data elements necessary to minimally identify each level of a complete shipment entity. For the list of shipment Content Level Detail data elements, see Attachment 1 to Under Secretary of Defense (Acquisition, Technology and Logistics) RFID Policy memorandum dated 30 July 2004 accessible at http://www.acq.osd.mil/log/rfid/Policy/RFID%20Policy%2007-30-2004.pdf.

(1) Asset Level Detail includes the minimum data elements required to describe the physical characteristics of a single asset, and the characteristics that identify that asset.

(2) Content Level Detail Visibility for Each Shipment Unit includes the minimum data elements necessary to provide content level visibility for each shipment unit, including the description of the shipment and the shipment movement characteristics. The most basic transportation entity is a single box or unpacked item governed by a shipment unit identifier.

Defense Transportation System (DTS): That portion of the worldwide transportation infrastructure that supports DoD transportation needs in peace and war. The DTS consists of two major elements: military (organic) and commercial resources. These resources include aircraft, assets, services, and systems organic to, contracted for, or controlled by the DoD. The DTS infrastructure, including ports, airlift, sealift, railway, highway, in-transit visibility, information management systems, customs, and traffic management that the DoD maintains and exercises in peacetime, is a vital element of the DoD capability to project power worldwide. It provides for responsive force projection and a seamless transition between peacetime and wartime operations.

Layer 4 freight container: An article of transport equipment (e.g., 20 or 40 foot sea vans, large engine containers and 463L Pallets with nets) that is:

(1) Of a permanent character and accordingly strong enough to be suitable for repeated use;

(2) Specially designed to facilitate the carriage of goods by one or more modes of transport, without intermediate reloading;

(3) Fitted with devices permitting its ready handling, particularly its transfer from one mode of transport to another;

(4) So designed as to be easy to fill and empty; and

(5) Having an internal volume of 1 cubic meter (m3) or more.

Major Organizational Equipment: Major end items—a final combination of end products that is ready for its intended use; that is, launchers, tanks, mobile machine shop, and vehicles; etc.

(b) The Contractor, in accordance with DFARS 247.305-10 and as published in the Defense Transportation Regulation (DTR) 4500.9-R, is required to attach an Active RFID tag when shipping consolidated sustainment shipments (Layer 4 freight containers) and/or major organizational equipment through the Defense Transportation System (DTS), destined to locations Outside the Continental United States (OCONUS).

(c) When the conditions in paragraph (b) necessitate an Active RFID tag, Contractors possessing Active RFID tag-writing capabilities that meet DoD specifications shall "write" the tag and affix it to the shipment in accordance with established procedures.

(d) When the conditions in paragraph (b) necessitate an Active RFID tag, Contractors that do not possess Active RFID tag writing systems/equipment are required to provide Content Level Detail and coordinating information not later than 15 business days prior to shipment to the Marine Corps Logistics Command (MARCORLOGCOM) Distribution Management Center Enterprise Distribution Department (DMC EDD), Albany, GA in order for the MARCORLOGCOM DMC EDD to prepare and forward the tag in advance of movement. The coordinating information will consist of the applicable contract number, point of contact (POC), email address for the POC, telephone number for the POC, and mailing address to which the tag should be sent. The required information shall be submitted via the following automated website link:

http://www.logcom.usmc.mil/vendor_dmc_interface/Results/editor/submission_form.asp

In the event the website is temporarily unavailable, Contractors may contact MARCORLOGCOM via email to smblogcomdmc_edd@usmc.mil. In the event that a Contractor does not have Internet access, a request for Active RFID tag assistance may be submitted via facsimile transmission to (229) 639-7583. Email or facsimile transmissions shall include a subject line in the following format: Active RFID Tag Assistance Request – contract number (show applicable number) – contractor (show name of contractor) – date of request (use day month year), e.g., Subj: Active RFID Tag Assistance Request – Contract M67854-08-C-XXXX – XYZ Corp – 25 March 2008. Coordinating information as outlined in this paragraph should be included in the first part of the body of the email or facsimile transmission. No later than 5 business days after receipt of this information, the MARCORLOGCOM DMC EDD will send the required Active RFID tag(s) to the Contractor with instructions on how to affix the tag(s) to the shipment. Telephone contact may be made with the MARCORLOGCOM DMC EDD by calling 1-800-252-3282 and requesting Active RFID Tag Assistance.

(End of clause)

MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request and Receiving Reports (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF-RA at the https://wawf.eb.mil/ within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the https://wawf.eb.mil/.

The USMC WAWF-RA point of contact for this contract is (1)_____ and can be reached on (2)###-###-#### or via email at (3)_____. The alternate USMC WAWF-RA point of contact is (4)_____ and can be reached on (5) ###-###-#### or via email at (6)_____.

The contactor is directed to use the (7)_____ format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

DFAS-Columbus
P.O. Box 369022
Attn:Kansas-M67443
Columbus, Ohio 43236-9022

E-Mail: CCO-KC-VPIS@DFAS.MIL (Vendor Pay)
PHONE: 1-800-756-4571 #2 then #4 (MOCAS = #1 then #4)
WAWF: https://wawf.eb.mil/ <https://wawf.eb.mil/>

My Invoice: https://myinvoice.csd.disa.mil <https://myinvoice.csd.disa.mil>

Data entry information in WAWF:
Payment Office DoDAAC: (8a)_____
Issue By DoDAAC: (8b)_____
Admin Office DoDAAC: (8c)_____
Ship To/Service Acceptor DoDAAC: (8d)_____/EXT _____
Contract Number: (8e)_____

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on " Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address(provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF issues only. Any other contracting questions/problems should be addressed to the POC identified in Section A of the contract.

H. CONTROL OF ACCESS TO MCSC SPACES AND INFORMATION SYSTEMS/CONTRACTOR EMPLOYEE OUT-PROCESSING (NOVEMBER 2006)

a. To maintain the security of the MCSC spaces and information systems, the contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter discontinues support to this contract. This requirement shall apply to both contractor and employee initiated termination of services and temporary suspension.

b. Upon notification, the COR will ensure that the Technical Area Security Officer/Office Security Manager takes immediate action to:

(1) Remove the employee from the current Visit Authorization Request/Letter;
(2) Cancel the MCSC badge and CAC card issued pursuant to the Visit Authorization Request/Letter; and
(3) Terminate the MCSC NMCI account/access privileges.

c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services, notification shall be made within 24 hours after termination/suspension action.

d. Prior to the departure of on-site contractor employees, the departing employee shall complete an out-processing checklist for MCSC on-site contractor employees as required by MCSC Command Order Number 4200, and return the completed checklist, with all required signatures, to the cognizant COR. The COR will provide the completed form to the Contracting Officer to be retained in the official contract file by the Contracting Officer. A copy will be provided to the Security Program.

MCSC LOCAL CLAUSE

SECURITY REQUIREMENTS FOR CONTRACTORS EMPLOYING FOREIGN NATIONALS (APRIL 2007)

a. No later than three (3) days prior to beginning contract performance, the contractor shall notify the Contracting Officer and the Command Security Office of all foreign nationals employed by the contractor who require access to Government systems, protected information, and/or the contract work site, regardless of whether the site is at the Command or at the contractor's facility.

b. The contractor shall ensure that all its foreign national employees report to the Command Security Office for appropriate badge identification prior to beginning contract performance. Foreign nationals are required to wear government identification at the contract work site. Security will determine the color requirement for the Command Access Card (CAC) and the Command badge to assist in identifying foreign national employees as follows:

1. For foreign national employees who require access to NMCI, Security will issue a CAC card with a **red** band.
2. For foreign national employees who require access to Command buildings, Security will issue a Command badge with a **purple** band.

c. The intent of the Government requirement will determine eligibility for access to Government systems and facilities. Information technology positions within Automated Information System (AIS) Category I or Category II require a Single Scope Background Investigation (SSBI). The Government will not investigate foreign nationals for AIS Category I or Category II positions. Therefore, foreign nationals cannot be employed to perform work on government systems designated by these categories of investigation.

Clause	Language
Broker	The broker of this Contract, if any, shall be the party identified in the offer. Brokers must obtain a power of attorney executed by the Contractor prior to submitting offers under their own signatures, signing representations and certifications or executing finalized contracts and must submit same to Government with the finalized contract. Any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this Contract shall be for the Contractor's account.
Changes	CHANGES (Tailored). The Contracting Officer may order changes within the general scope of any of the terms and conditions of this Contract. If any such change causes an increase or decrease in the cost of performance, such change will be the subject of a bilateral modification to the Contract. Failure to agree as to the increase or decrease in the cost of performance shall be resolved under the "Disputes" paragraph of this Contract.
Charter Hire	(1) Hire Rates. Charter hire for services under this Charter Party shall be payable at the applicable rates stipulated in Boxes 14-16 and shall be earned at the expiration of each 15- day charter period. Except as otherwise provided herein, said hire rates shall be considered payment in full for all services of the Vessel and Associated Equipment under this Charter including all overtime, penalty time, bonuses, payments, and emoluments payable to Master, Officers, and crew for services under this Charter, irrespective of the geographic scope of said service and including the carriage of hazardous cargoes. Said hire rates are exclusive of the costs of fuel and port charges, which are addressed at Paragraphs IV(p) and IV(n), respectively. (2) Loss of Vessel. Should the Vessel be either lost or missing, or become a constructive total loss, this Charter shall terminate and hire shall cease to be payable at the time of her loss or, if said time is unknown, at the time of the Vessel's last received communication. If the Vessel should be off hire or missing when a payment of hire would otherwise be due, payment shall be made for all hire due for the charter period until the Vessel was lost or the last communication was received. Thereafter, payment shall be postponed until the off-hire period ceases or the safety of the Vessel is ascertained, as the case may be.

Charter Not A Demise	Nothing herein contained shall be construed as creating a demise of the Vessel to the Charterer, the Owner under this Charter retaining complete and exclusive possession and control of the Vessel and her navigation.
Charter Period	This Charter Party shall be for the period designated in Box 4, commencing upon Charterer's acceptance of the Vessel and continuing until either the date of her redelivery or the completion of the voyage then current, at Charterer's sole option. Any optional periods shall be stated in Box 4; in addition, the Charterer shall have the Time Lost options as specified under Paragraph IV(l) (Time Lost) below and an option to extend services as specified in Paragraph VIII (FAR 52.217-8) below. All optional periods shall be in direct continuation. All optional periods shall be without guaranty, at Charterer's sole option. Optional periods shall be declared not later than 30 days prior to the expiration of the period then current. If the Charterer exercises any option to cancel this Charter as specified at Box 4, such option to redeliver the Vessel to the Owner shall be in accordance with the prior-notice time frames identified at Paragraph IV(c) (Redelivery) above.
Contractor's Obligation	Provisions, Insurance, Wages, Fees, and Other Expenses. The Contractor shall, unless otherwise provided herein, provide and pay for all provisions; deck, engine room, and galley stores and fresh water; insurance on the Vessel; wages of, transportation of, and services for Master, Officers, and crew and consular fees pertaining to them in accordance with subparagraph Port Charges and Expenses. Contractor will be responsible for all port charges associated with the foregoing.
Deck Cargo	Should deck cargo be carried, it shall be carried at the Charterer's risk, excepting cargo shipped in containers.
Definitions	The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
Delivery	(1) Laydays. The Vessel and all Associated Equipment shall be delivered to the Charterer at a port or place in accordance with Box 2 not later than 1600 hours local time (place of delivery) on the cancelling date stated in Box 5, the Owner giving written notice of readiness during office hours to the appropriate Charterer representative at the port or place of delivery on a working day (Saturdays, Sundays, or other recognized weekly days of rest, U.S. Government holidays, and holidays observed at the delivery port, whether national or local, shall not be considered working days). Government inspection of the Vessel shall be completed within a reasonable amount of time thereafter, not exceeding 24 hours after proper tender of the notice of readiness, (Saturdays, Sundays, or other recognized weekly days of rest, U.S. Government holidays, and holidays

	observed at the delivery port, whether national or local, excepted in the computation of said 24-hour period). Hire shall commence upon written acceptance of the Vessel by the Charterer but not before the commencing date stated in Box 5, unless approved in writing in advance by the Contracting Officer. Charterer shall have the liberty to cancel this Charter at no cost to the Government should the Vessel or Associated Equipment not be ready in accordance with the provisions hereof by the cancelling date stated in Box 5, said cancellation to be declared not later than 24 hours after 1600 hours local time (place of delivery) on the cancelling date stated in Box 5, should the Vessel not be ready by that time. This paragraph shall not limit any right of the Government under this Charter Party or any right to take any other action authorized by law. (2) Condition. The Vessel and all Associated Equipment shall be, insofar as due diligence can make them so, seaworthy, properly and efficiently manned and trained, equipped, supplied, and in every way suitable and adequately fitted for and in all respects ready for the service contemplated under this Charter Party. Any Associated Equipment shall upon delivery be as described in this Charter Party and all cargo-handling equipment shall be rigged, secured, and operable. The Owner shall exercise due diligence to maintain the Vessel and Associated Equipment in such state during the period of the Charter Party.
Excusable Delays	Excusable delays (Time) (1) Excepted Events. Neither the Vessel, her Master, or Owner, nor the Charterer shall, unless otherwise in this Charter Party expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder arising or resulting from any act of God; act of public enemies, pirates, or assailing thieves; arrest or restraint of princes, rulers, or people; seizure under legal process provided bond is promptly furnished to release the Vessel; flood; fire; blockade; riot, insurrection, or civil commotion; earthquake; or explosion. The Vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving life or property, or to go into drydock or into ways with or without cargo on board. (2) Reservation. The exceptions identified in subparagraph (1) above shall not be such as affect Owner's warranties respecting the condition of the Vessel, or the Owner's

	obligations respecting the loading, handling, stowage, carriage, custody, care, and discharge of the cargo. Excusable delays (Voyage). (1) Excepted Events. The Vessel, her Master and Owner shall not, unless otherwise in this Charter Party expressly provided, be responsible for any loss or damage arising or resulting from any act, neglect, default, or barratry of the Master, pilots, mariners, or other servants of the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality, or vice of the cargo; any act or omission of the Charterer or shipper, consignee, or Owner of the cargo, their agents, or representatives; insufficiency of packing; insufficiency or inadequacy of marks; explosions, bursting of boilers, breakage of shafts, or any latent defect in hull, equipment, or machinery, unseaworthiness of the Vessel unless caused by the want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped, and supplied; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel, her Master, or Owner, nor the Charterer shall, unless otherwise in this Charter Party expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder arising or resulting from any act of God, act of war, act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers, or people; or seizure under legal process provided bond is promptly furnished to release the Vessel or cargo; or riot or civil commotion. (2) Reservation. The exceptions identified in subparagraph (1) above shall not affect Owner's warranties respecting the condition of the Vessel at the commencement of loading hereunder, or the Owner's obligations respecting the loading, handling, stowage, carriage, custody, care, and discharge of the cargo, or the rights or obligations of either Owner or Charterer respecting laytime or demurrage as elsewhere provided herein.
Fuel	(1) Delivery Bunkers. Upon delivery of the Vessel, the Owner shall present to the Contracting Officer a statement

	certified by the Owner or its authorized agent showing the amount and grade of fuel on board at the time of delivery with such additional verification as the Contracting Officer may require and the Charterer shall pay the Owner for such fuel at the current market price at the port of delivery upon certification and verification of such statement by the Contracting Officer. The Charterer shall pay for the on-hire bunker survey if performed by an independent surveyor and required by the Contracting Officer. The Owner shall provide additional bunkers as may be required by the Charterer prior to the acceptance of the Vessel by the Charterer; the Charterer shall reimburse the Owner all costs directly connected with the bunkering of the additional fuel, including but not limited to, lighterage, dockage and similar charges, and taxes related therewith. (2) Provision of Fuel. The Charterer shall ordinarily supply or cause to be supplied any or all of the fuel required by the Vessel during the period of this Charter. The grade of such fuel is to be specified by the Owner, and the grade supplied shall be at least that grade unless otherwise mutually agreed. The Owner shall be responsible for any fuel testing. Testing laboratory confirmation of compatibility and specifications of newly on-board delivered fuel shall constitute acceptance by Owner. The Vessel shall not be off-hire in the event of delay resulting from the supply of fuel found to be off specification, unless for want of due diligence by Owner. If the Owner loads such fuel on the Vessel at his own expense, the Charterer shall reimburse the Owner the reasonable expenses of such loading. (3) Owner's Purchase of Fuel. The Owner shall, if directed by the Charterer, purchase fuel for the Vessel, in which case the Charterer shall reimburse the Owner the cost of all fuel (excluding lube oils) procured by the Owner and loaded in the Vessel during the period of this Charter. If the Owner is required to incur costs under this paragraph by the Charterer, the Charterer shall thereafter reimburse the Owner for the reasonable expenses of such fuel upon presentation of properly certified vouchers, supporting receipts, and other documentation which justify the charges as fair and reasonable in accordance with Paragraph II(i) (Payment) above and IV(z) (Invoicing and Payment (Reimbursables)) below. The Owner shall not, however, be reimbursed any amount in excess of the current market price of such fuel at the place of loading plus all reasonable expenses incurred by the Owner in loading said fuel on board the Vessel. The title to all fuel for the cost of which

	the Owner is entitled to be reimbursed hereunder shall automatically pass to and vest in the Charterer upon delivery to the Owner or upon the happening of any other event by which title passes from the vendor or supplier thereof to the Owner, in the case of any such fuel which is purchased for the performance of this Charter. The Charterer shall be afforded all benefits of Owner's contracts for its fuel requirements, including but not limited to any savings addressed in Paragraph IV(ab) (Savings) below. (4) Off-Hire. If the Vessel should go off-hire during the period of this Charter, the Owner shall present to the Contracting Officer a statement certified by it or its authorized agent showing the amount of fuel on board at the time the off-hire period commenced and the amount of fuel on board when the off-hire period ended. The Charterer shall be credited for the cost of the fuel consumed during the off-hire period and also reasonable expenses incurred in loading such fuel, with such costs based upon costs at the previous refueling point. (5) Redelivery. Upon redelivery of the Vessel, the Owner shall present to the Contracting Officer a statement certified by the Owner or its authorized agent showing the amount of fuel on board at the time of redelivery. A bunker survey conducted by an independent bunker surveyor approved by the Charterer shall be performed at the port of redelivery or such other place as the Charterer shall direct, at Owner's time and expense. The Charterer shall be credited with the value of fuel on board at the time of redelivery, computed at the current market price at the port of redelivery. (6) Reasonable Expenses. The term "reasonable expenses" as used in this paragraph, shall mean all reasonable costs excluding crew overtime which are necessarily incurred in loading said fuel on board the Vessel such as expenses incurred at tanker terminal; loading fuel from lighters, barges, or other craft used as lighters, including lighterage, lighter demurrage, or detention incurred; cost of shifting lighters for the convenience of the Vessel, handling lighter lines and oil booms; and such similar expenses which the Charterer shall find were necessarily incurred in the loading of fuel on the Vessel during the period of this Charter.
Inspection/Acceptance	INSPECTION/ACCEPTANCE (Tailored). In addition to the Inspection/acceptance rights contained in clause 52.212-4, the Government will conduct a joint inspection of the

	vessel prior to turnover of the vessel to the Contractor at Ft. Eustis, Virginia and prior to the turnover of the vessel to the Government at Yokohama (North Dock), Japan. The Government and the Contractor will document the current condition of the vessel during these inspections and the inspections may at the Government's option be video taped for reference. The vessel shall be redelivered to the Government in Yokohama, Japan in at least the same condition as delivered, still capable of proceeding safely under its own power normal wear and tear excepted. Any improvements made to the material condition of the vessel will accrue to the benefit of the Government and shall be considered included in the contract price. Inspections will also include an inventory of equipment aboard the vessel before delivery of the vessel to the contractor and upon redelivery of the vessel to the Government. The contractor may validate the Government's inventory, but must notify the Contracting Officer within three (3) days after delivery of any discrepancies. (1) <u>In general</u>. (i) The Vessel and Associated Equipment shall be subject to the Government's inspection as to suitability for the required service prior to delivery and subject to subsequent inspections at any time during the period of this Charter to determine continuing suitability for the required service as well as to determine whether the material condition of the Vessel and Associated Equipment will prevent effective operation during basic and optional periods (if any) of this Charter. (ii) Such inspections may include, but not be limited to: (A) Condition and operability of all cargo handling gear including standing and running rigging, cranes, booms, gantries, and status of regulatory body inspections of same (B) Condition and operability of navigation, communication, and environmental protection equipment and existence of appropriate technical manuals and onboard spares (C) Condition (tightness and preservation) of hull, deck plating, superstructure, divisional bulkheads and the operability of ground tackle (D) General material condition and maintenance of the Vessel

	(E) Condition, operability, and certification of required safety and firefighting equipment (F) Operability and safety of engineering spaces and equipment (G) Bunker survey (H) Condition of all equipment required under this Charter (I) Condition (tightness and preservation) of cargo access equipment including hatch covers, between-deck covers, doors, ramps, ports, and elevators (J) Condition of holds (iii) The Government further reserves the right to have the Vessel surveyed at any time by an independent surveyor. (iv) If in the opinion of the Government Inspector or independent surveyor deficiencies exist that preclude the adequacy of the Vessel for the assigned service, a notice for correction will be issued. In the event that the stated deficiencies are not corrected in a reasonable period of time and in the opinion of the Contracting Officer (based upon the recommendation of the Government Inspector and/or the independent surveyor) the Vessel is inadequate for the intended services or unable to operate for the remaining period of this Charter as a result of these deficiencies, the Government reserves the right to cancel this Charter at no cost to the Government at any time during its term or to take any other action available under this Charter Party or authorized by law. (2) <u>Predelivery inspection</u>. A predelivery inspection of the Vessel may be held at the Charterer's option upon the request of the Owner; such inspection shall be of an advisory nature only. At any such inspection, any representation of a Government representative present, or lack thereof, shall not be binding on the Charterer. This inspection shall be conducted, if possible, in a shipyard and on a date mutually agreeable to the Owner and the Government. The Owner will be advised of the condition of the Vessel and Associated Equipment as found by the Inspector. This predelivery procedure is to enable the Owner to correct any deficiencies discovered before the delivery inspection. The results of any predelivery inspection under this paragraph shall

	further be without prejudice to any later determinations that the Vessel or its Associated Equipment are unsuitable under this Charter Party, whether made at the delivery inspection or at any time during the period of the charter period including options if exercised.
Insurance	TANKTIME - (1) General. During the full period of this Charter Party, Owner shall maintain the customary full-form marine insurance coverage on the Vessel (including cover against pollution liability and excess pollution liability and cargo loss), including Hull and Machinery, Protection and Indemnity (P&I), War Risk Hull and Machinery including P&I, and Second Seamen's War Risk. Except as otherwise provided in this Charter Party, the expense for such insurance coverages shall be for the Owner's account and shall be deemed to be included in the hire payable under this Charter Party. (2) Trading Limits. If Vessel is sent beyond the limits of American Institute Trade Warranties or Institute Warranties (as applicable) under this Charter Party, Charterer agrees to reimburse Owner for the actual extra cost of additional premia and/or increased deductible levels, to the extent incurred, properly assessed by the Vessel's marine insurance underwriters and payable by the Owner, which extra cost is occasioned by the Vessel's trading beyond such limits. (3) Limitation of Liability. Except as otherwise specifically provided herein, the Charterer shall not be liable for any loss, damage, expense, cost, or liability whatsoever and howsoever incurred by the Owner or Vessel, or which are imposed upon Owner or Vessel by operation of law. Any amount due Owner under this paragraph (g) shall be subject to setoff by Charterer to the extent of any amount recovered under insurance carried by Owner, or to the extent of any amount recoverable under insurance required by subparagraph (1) above. (4) Notification to Charterer. Owner shall, to the maximum extent practicable, keep the Charterer, through the Contracting Officer, currently informed in writing as to the potential vitiation, suspension, lapse, or termination of any of Vessel's insurance policies as a consequence of this Charter Party. (5) Charterer Named Assured. The United States of America shall be named as an additional assured with waiver of subrogation under the Vessel's Hull and Machinery policy (and the Increased Value policy if applicable), the Vessel's P&I entry,

	any additional pollution liability coverage, the Vessel's War Risk Hull and Machinery policy including P&I, and Second Seaman's War Risk. The naming of the United States on Owner's P&I policy shall be subject to the provisions of Owner's Privilege Clause, when such clause is substantially the same as Privilege Clauses standard in the industry. TANKVOY - (1) During the period commencing with the first loading and terminating with the final discharge of any performing Vessel under this Charter, the Contractor shall secure customary full-form Hull and Machinery and Protection and Indemnity (P&I) marine insurance coverage (including War Risk, Second Seaman's War Risk, full four fourths (4/4s) collision liability, and pollution liability coverage) on each Vessel. The insurance shall cover all liabilities for pollution from oil and hazardous substances in an amount equal to the highest P&I club or policy limits, but in any case not less than $700,000,000 per Vessel per incident. Except as provided herein, the Contractor shall be responsible for the cost of such insurance, including deductibles and any supplemental calls. (2) The Contractor agrees that there shall be no recourse against the United States for any premium, deductible, call, or any other insurance charges or fees, except as otherwise expressly provided in this contract. (3) If requested by the Charterer, the Contractor shall provide the Contracting Officer with current copies of the cover notes, insurance policies and binders, P&I Club rules books, and such other documentation covering the Vessel(s) as is necessary to establish that the insurance coverage is in full force and effect. The Contractor shall not terminate the insurance without the Contracting Officer's prior written approval and shall promptly notify the Contracting Officer of any pending change or threatened cancellation of the insurance. (4) The Government shall have the right to require the Contractor to secure additional customary Marine Insurance coverage including increases in the amount of P&I coverage. In such event, the Contractor shall exercise its best efforts to obtain such additional insurance coverage at reasonable rates and in any event, the Contracting Officer's approval is required prior to final placement of the insurance. The cost of such additional insurance shall be for the Government's account.
Invoice Address	The Contractor shall submit an original invoice and one

	copy (or electronic invoice, if authorized) to the following address: Military Sealift Command, Payment Certification Code N86, 914 Charles Morris Court SE, Washington Navy Yard, DC 20398-5540.
General Average	General average shall be adjusted, stated and settled according to the York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof, in the port of New York and according to the laws and usages of the port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the date made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the Vessel. Notwithstanding the foregoing, Charterer's contributions in general average shall in no event exceed three times Owner's contribution for any single general average incident.
Law Governing	This Charter Party shall be governed by the laws of the United States.
Limitations	The Owner shall have the benefit of all limitations of and exemptions from liability accorded to the Owner or Chartered Owner of the Vessel by any statute or rule of law for the time being in force except to the extent that contract terms entitle the Government to compensation from the Contractor for the Contractor's failure to perform the requirements and obligations of this Charter or such statute or rule of law limiting the Contractor's liability is subordinate to any statutorily mandated provision of this Charter Party by operation of law. Nothing in this Charter Party shall operate to limit or deprive the Owner of any statutory exceptions or limitation of liability (against parties other than the Charterer) on the theory of personal contract or otherwise.
Limitation of Liability	Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
Loss of Vessel	Should the Vessel be either lost of missing, or become a constructive loss, this contract shall terminate and payment shall cease to be payable at the time of her loss or, if said time is unknown, at the time of the Vessel’s last received communication. If the Vessel should be missing when a payment of hire would otherwise be due, such payment shall be postponed until the off-hire period ceases or the safety of

	the Vessel is ascertained, as the case may be.
MARAD CDS	Owner, if operating a Vessel or vessels built with Construction Differential Subsidy (CDS), unequivocally agrees that there will be no increase in contract price due to any liability to repay CDS that Owner may incur.
Order of Precedence	Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) The box format. (2) Paragraphs (b), (d), (g), (i), (q) and (r) of FAR 52.212-4. (3) The clauses at DFARS 252.212-7001 and FAR 52.212-5. (4) The remaining paragraphs of FAR 52.212-4. (5) Any addenda within this solicitation or contract, including any license agreements for computer software. (6) The Standard Form 1449. (7) Solicitation provisions if this is a solicitation. (8) Other documents, exhibits, and attachments.
Owner's Obligation	(1) <u>Provisions, Insurance, Wages, Fees, and Other Expenses</u>. The Owner shall, unless otherwise provided herein, provide and pay for all provisions; deck, engine room, and galley stores and fresh water; insurance on the Vessel; wages of, transportation of, and services for Master, Officers, and crew and consular fees pertaining to them in accordance with subparagraph (n)(1) (Port Charges and Expenses) above. Owner will be responsible for all port charges associated with the foregoing. (2) <u>Dispatch</u>. The Owner, through its agents, employees, and servants, shall commence and prosecute the voyages made pursuant to this Charter with utmost dispatch and shall render all customary assistance with the Vessel's crew and equipment. (3) <u>Logs</u>. The Owner shall have maintained on board the Vessel deck and engine room logs, true copies of which shall be retained by Owner and made available to the Charterer at any time upon request and at no cost to the Government for a period of 10 years after the expiration of this Charter Party. Logs shall be legible and in English.
Passenger	<u>Government's Option</u>. The Government shall have the option of carrying passengers, of assigning officers and/or enlisted men up to three persons aboard the Vessel for duty purposes in accordance with COMSC Instruction 3120.19 as amended. The Contractor shall provide all meals for the rider(s).
Physical Ship Security	The Contractor will comply with and implement any commercial security requirements for the port in which it is

	docked or berthed.
Port Charges and Expenses	(1) Expenses for Charterer. Except as otherwise provided herein, Charterer shall pay expenses of loading and unloading cargo and all wharfage, dockage, canal tolls, dues, taxes, and similar port charges imposed by public authority including consular charges (except those pertaining to the Master, Officers, and crew) incurred by the Vessel in ports visited pursuant to Charterer's direction. Agency fees, provided not incurred for the convenience of the Vessel or Owner, shall also be for Charterer's account. The Charterer shall pay all pilotage charged to the Vessel; however, in no case shall the Charterer reimburse the Owner for pilotage paid to the Master or other members of the crew. Surveyors or consultants as mutually agreed may be retained under this Charter in order to facilitate fact-finding in respect of actual or potential claim actions or for inspections or surveys generally; the costs therefor shall be as mutually agreed and, if for Charterer's account, said costs shall be incurred only after prior written approval from the Contracting Officer. (2) Reimbursement. All of the charges incurred for Charterer's account as noted in subparagraph (1) above shall be paid by the Owner if so required by the Charterer. The Charterer shall thereafter reimburse the Owner for such charges in accordance with Paragraph II(i) (Payment) above and IV(z) (Invoicing and Payment (Reimbursables)) below.
Ports/Places	(1) Safety. The Charterer shall exercise due diligence to order the Vessel to safe berths or places (or alongside vessels or lighters reachable on her arrival and designated/procured by Charterer) that the Vessel can approach, lie at, and depart from always accessible, always afloat. The Charterer shall not, however, be deemed to warrant the safety of any berth or place and shall not be liable or accountable for any loss, damage, injury, or delay resulting from any unsafe condition at any berth or place unless caused by Charterer's failure to exercise due diligence as aforesaid. Any lightering will be at the expense of the Charterer. Owner shall make all necessary arrangements for lighter services, when directed by Charterer. (2) Ice. The Vessel shall not be ordered or bound to enter any port or place inaccessible due to ice or at which lights, lightships, markers, or buoys on Vessel's arrival are (or are likely to be) withdrawn by reason of ice. The Vessel shall not be obliged to force ice. If a port or place to which the Vessel is

	ordered is inaccessible due to ice, the Master shall immediately notify Charterer requesting revised orders and shall remain outside the ice-bound area. If there is danger of the Vessel's being frozen in at any port or place, the Vessel shall, at Master's discretion, proceed to the nearest safe and ice-free position, at the same time requesting Charterer's revised orders. Any delay or detention resulting from ice to be for Charterer's account.
Preserve and Protect	If this contract is terminated while the Contractor has possession of Government goods, the Contractor shall, upon direction of the Contracting Officer, protect and preserve the goods until surrendered to the Government or its agent. The Contractor and Contracting Officer shall agree on payment for the preservation and protection of the goods. Failure to agree on an amount will be a dispute under the Disputes Clause.
Redelivery	Unless lost, the Vessel shall be redelivered at a port or place in accordance with Box 3a. Charterer shall give Owner not less than 20 days notice of expected date and range of redelivery, and not less than ten days notice of actual port or place of redelivery unless otherwise specified in Box 3b.
Reimbursable Supplies and Services, Time-Charter	REIMBURSABLE SUPPLIES AND SERVICES (CHARTERS) (MAR 2005) (1) The Government will reimburse the Contractor only for the actual price paid for those supplies and services that are expressly identified as reimbursable items by this contract. “Actual price" paid by the Contractor for such supplies and services, includes tax paid, if any, and reduced by any and all credits and rebates, whether accrued or realized, associated with the supplies and services provided. “Actual price” does not include material handling charges, overhead, general and administrative costs, profit, or any other indirect cost that is in any way associated with the Contractor’s purchase or provision of such supplies and services. The parties expressly agree that the offered and accepted daily rate includes all costs incurred or paid by the Contractor, including but not limited to material handling charges, overhead, general and administrative costs, or profit, that are in any way associated with the Contractor’s purchase or provision of such supplies and services. (2) To be eligible to receive reimbursement for services and supplies identified in this contract as reimbursable items and obtained in support of this contract, the Contractor must obtain at least three quotes for each transaction in excess of $2,500 to

	ensure that adequate price competition was sought or the Contractor must provide an acceptable justification as to why it was impracticable to do so. Prior approval from the Contracting Officer is required for all transactions exceeding $25,000.00. In the case of fuel purchases, unless directed otherwise by the Contracting Officer, the Contractor shall provide the documentation listed in subparagraphs (i) through (iii) below to the Contracting Officer for approval prior to purchasing fuel. For purchases of services and supplies and other than fuel, the Contractor need provide the aforementioned documentation only when requested by the Contracting Officer. The Contractor shall maintain documentation of all reimbursable purchases until three years after the contract is completed and shall provide access to and copies of such documentation when requested by the Contracting Officer. (i) A description of the supplies or services to be subcontracted. (ii) Identification of the proposed subcontractor and price. (iii) Suppliers contacted and price quotes. Include other pertinent data such as price lists used if suppliers were not contacted and information regarding the selection if other than price-related factors were considered. (3) The Contracting Officer may reduce the reimbursement by any amount above that which the Contracting Officer finds, in his/her sole discretion, is greater than that which is fair and reasonable for the supplies or services provided, giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the supplies and services. Disputes as to the amount by which any reimbursement is reduced shall be resolved in accordance with the "Disputes" clause of the contract. It shall be the Contractor's burden to demonstrate that the price it paid for reimbursable supplies and services was fair and reasonable. (4) When the Contractor expects total funding expended for reimbursable items to reach 85 percent of the total funds available on each Reimbursable Supplies and Services CLIN, the Contractor shall notify the Contracting Officer and the COR and any other Government official identified by the Contracting Officer. The notice shall state the estimated amount of additional funds required to continue performance for the period

	specified in the Schedule. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on each Reimbursable Supplies and Services CLIN at the time a reimbursable item is ordered. (5) The Government is not obligated to reimburse the Contractor for otherwise reimbursable supplies and services in excess of the funded amount stated in the Schedule under each Reimbursable CLIN. (6) The Contractor is not obligated to continue performance of any reimbursable work under this Contract or otherwise incur costs for reimbursable supplies or services in excess of the funded amount stated in the Schedule under each Reimbursable CLIN unless the Contracting Officer notifies the Contractor that the funded amount stated in the Schedule under the applicable Reimbursables CLIN has been increased. Notification shall be in writing. In the event notification is made orally, such notification shall be followed up in writing within two working days. (7) No notice, communication, or representation from any person other than the Contracting Officer shall affect the Government's obligation to reimburse the Contractor. (8) Change orders shall not be considered an authorization to exceed the funded amount stated in the Schedule under the Reimbursable CLIN unless they contain a statement expressly increasing the funded amount of the Reimbursables CLIN by a sufficient amount to cover the change order.
Reports/Submissions	The Contractor shall be required to contact the Government daily at 1200 EDT via means to be mutually determined prior to delivery. In all instances in which the Vessel sustains damage or is involved in any incident resulting in damage to vessels or property, or in bodily injury or death, Contractor shall submit a report to the Contracting Officer within twenty-four hours following said incident, reporting the facts, listing deaths, and reporting the extend of damages of bodily injuries.
Risk of Loss	(1) <u>Carriage of Goods by Sea Act (COGSA</u> Except as otherwise specified herein, the Owner, Vessel, and Charterer in all matters arising under this Charter Party shall be entitled to the like privileges, rights, and immunities (from the time the cargo is loaded until the time it is discharged from the Vessel) as

	are contained in the COGSA, 46 U.S.C. App. 1300-1315. However, any references in COGSA to (a) notices of loss or damage or (b) limitation-of-action periods shall not apply to this Charter Party. For purposes of this Charter Party, the term "carrier" as used in COGSA shall mean "Owner" and the term "shipper" shall mean "Charterer." (2) Other Statutes. The Owner and the Vessel shall have the benefit of all limitations of and exemptions from liability accorded the Owner by any U.S. statute or rule of law for the time being in force, except to the extent that contract terms entitle the Government to compensation from the Contractor for the Contractor's failure to perform the requirements and obligations of this Charter or to the extent such statute or rule of law is subordinate to any statutorily mandated provision of this Charter Party by operation of law.
Safety in Loading and Discharging of Cargo	Attention of the Owner is directed to the Occupational Safety and Health Act of 1970, 29 U.S.C. 651 et seq., as amended, and to the standards promulgated thereunder by the Secretary of Labor.
Salvage	All salvage moneys earned by the Vessel during the period of this Charter shall be divided equally between the Owner and the Charterer after deducting Master's, Officers' and crew's shares, legal expense, vessel hire lost, if any, as a result of the salvage service, value of fuel consumed (which shall be paid in full to the Charterer from the salvage award), repairs of damage, if any, and other extraordinary loss or expense sustained as a result of the salvage service. Charter hire shall continue to be paid by Charterer during deviations for the purpose of performing salvage service.
Savings	The Owner agrees that any refunds, rebates, credits, discounts, insurance payments, or other amounts (including any interest thereon) accruing to or received by the Owner under this Charter shall be paid by the Owner to the Government to the extent that they are properly allocable to costs, expenses, or reimbursements for which the Owner has been reimbursed by the Government under the terms of this Charter. The foregoing shall apply to any savings to the Owner resulting from a fleet reduction, applied on a pro rata basis.
Statutory Employee	Pursuant to Louisiana Revised Statutes (La.R.S.) 23:1061(A)(3) the Department of the Navy, by and through Military Sealift Command, and Contractor expressly provide and agree that the United States of America and/or the Department of the Navy, by and through Military Sealift Command, is the statutory employer of any of Contractor's employees and is entitled to the

	tort immunity provided in La.R.S. 23:1061 and La.R.S. 23:1032.
Taxes	Dues, taxes, wharfage, pilotage, towage, canal tolls, and other charges upon the Vessel, even when assessed on the quantity of cargo loaded or discharged, shall be paid by the Owner. Dues, taxes, and wharfage upon the cargo or freight shall be for the Charterer's account.
Time Charter War Risk Coverage	(1) Under the authority of 46 U.S.C. App. 1285, the U.S. Maritime Administration will furnish the following war risk insurance coverages, which will be effective during the Vessel's transit during this Charter of areas currently excluded under commercial marine insurance war risk trading warranties. (i) War Risk Hull Coverage, insured at the hull value stated in Vessel's current commercial hull and increased-value policies effective on Charter Party date, a copy of which current hull policies shall be furnished to Charterer; (ii) War Risk Protection and Indemnity coverage, insured at a value of either (i) 150% of the hull value stated in Vessel's current commercial hull policy effective on Charter Party date or (ii) $50-million, whichever is greater but in no event exceeding that amount of commercial P&I cover which was in effect for the Vessel on Charter Party date; (iii) War Risk Blocking and Trapping Coverage; (iv) War Risk Second Seamen's Coverage, the principal sum of which shall be $150,000 per Master, Officer, or crew member (this is also loss-of-life benefit). Non-hospitalization disability payments therein to be payable in the amount of $1,000 per month. Dismemberment benefits to be payable in accordance with the schedule identified in the policy, as a percentage of the $150,000 principal sum. For loss of or damage to personal effects, an amount not exceeding $1,500 shall be payable to licensed officers, and an amount not exceeding $1,000 shall be payable to unlicensed crew members and U.S. Merchant Marine cadets and cadet officers. (v) War Risk Loss-of-Hire coverage, if a commercial loss-of-hire policy was in effect on the Vessel on Charter Party date. The sum insured by this policy, including the amount of lost time which is covered, will be equivalent to the levels insured by the Vessel's commercial policy. However, the amount insured by this policy will in no event exceed the hire rate (effective under this Charter Party when the loss of time

	began), over a maximum duration of 90 days lost. This maximum amount will be further subject to a deductible equivalent to that in place under the Vessel's commercial policy. (2) Terms of coverage above referenced to be in accordance with MARAD policies issued pursuant to the authority of 46 U.S.C. App. 1285 as approved by the Contracting Officer, in the form of Policy set forth in 46 CFR 308, as such form is amended. (3) Contractor shall provide, as a minimum, a Certificate of Insurance evidencing types and levels of insurance held. If requested by Contracting Officer, the Contractor shall provide a copy of above mentioned policies with endorsements. (4) Notwithstanding any other provision of this Charter Party, all other insurance shall be for Contractor's account.
Title	Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
Waiver of Claims	All invoices or claims whatsoever for moneys due the Owner under this Charter must be submitted not later than one year after the relevant period of service. Any said claim or invoice not so submitted shall be deemed waived by the Owner.
War	(1) Voyage Instructions. If Vessel is ordered under this Charter Party to any port, place, zone, or route involved in a state of war, warlike operations or hostilities, civil strife, or piracy (whether there be a declaration of war or not) where it might reasonably be expected to be subject to capture, seizure, arrest, or hostile act by a belligerent power (whether de facto or de jure), it shall be unreasonable for Owner not to prosecute said voyage instructions if insurance against said risks is then available commercially or under a Government program or if the Government offers Owner an indemnity under Public Law 85-804 against losses that would be covered by such insurance. In the event of the existence of said risks, Charterer shall, to the extent provided in this paragraph (h), assume provable additional costs of wages (including all additional bonuses and payments required) and insurance and all taxes associated therewith properly incurred by Owner as a consequence of service under this Charter Party. (2) Additional Wage Costs. Charterer shall reimburse Owner

	for provable additional costs (including taxes associated therewith) incurred pursuant to this Charter Party as a consequence of the risks identified at subparagraph (1) above for (i) wages of Master, Officers, or crew and (ii) required payments or bonuses to Master, Officers, or crew. However, any of said wages or payments shall not exceed in amount that which would be payable, under applicable laws and regulations, to U.S. civil service mariners in the employ of the Military Sealift Command in a similar port, place, zone, or route. (3) Additional Insurance Costs. Charterer shall reimburse Owner for provable additional costs of premia and taxes associated therewith (over and above such costs in effect on the Charter Party Date) reasonably incurred pursuant to this Charter Party as a consequence of the risks identified at subparagraph (1) above in the Vessel's War Risk Hull & Machinery policy, in the Vessel's War Risk Protection & Indemnity policy, and in any war risk policy on the lives of or for injuries to officers and crew. Provided, however, that no proportion of additional premia allocable to insuring an amount in excess of the insured value of the Vessel (as of the Charter Party Date) shall be reimbursable by Charterer in respect of any of the foregoing war risk policies. Provided further that Owner shall apply for and remit to Charterer as savings any rebates by reason of Vessel trading in lower-premium war risk areas. Provided further that the United States of America shall be named as an additional assured with waiver of subrogation noted under all of the foregoing war risk policies. Alternatively, with respect to any area(s) excluded by war risk trading warranties under Owner's commercial war risk insurance coverage, in Charterer's sole option, and at no cost to the Government, Charterer may delete this subparagraph with 24 hours' notice, in which case (i) Paragraph V(g) (Time Charter War Risk Coverage) below shall automatically be effective; or (ii) the Government shall offer an indemnity under Public Law 85-804. (4) Insurance Nonavailability. If no commercial or Governmental insurance is available for service under this Charter Party covering the risks identified in subparagraph (1) above, Vessel shall not be required to enter or remain at any port, place, zone, or route subject to said risks; Charterer in such case shall have the right to order the Vessel to other port(s) or place(s).
War Risk	WAR RISK. Operating limits of the vessel shall be worldwide. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE

	GOVERNMENT (i) whenever any sailing orders will result in the vessel(s) being sent beyond the limits of the American Institute Trade Warranties or of War Risk Trading Warranties of applicable policies; (ii) if there are any changes to the War Risk Trading Warranties of applicable policies (including changes to the exclusion zones) or changes to War Risk premiums, charges, or deductibles; or (iii) whenever additional premium charges or costs will be incurred as a direct result of compliance with any sailing orders issued by the Government under this contract. The Contractor shall ensure that the insurers provide it relevant information in a timely manner. If the Contractor has given this required notice to the Government, the Government will reimburse the Contractor for the increase in costs (if any) of insurance premiums, charges, or deductibles which arise from the vessel(s) sailing beyond the applicable Trading Warranties (including changes to the war risk exclusion zones) when entry into any exclusion zone under such insurance has been approved in advance by the Government. The issuance of sailing orders, by itself, does not constitute approval in advance by the Government. The Government may give the Contractor notice and instructions concerning suspension of commercial War Risk insurance coverage and substitution of Government indemnity or Government War Risk insurance as detailed in the clause entitled Government War Risk Insurance/Indemnity clause (# 8) below. (n) The Government shall have the right to require the Contractor to secure additional marine insurance to cover different types of risks and / or increases in the amount of P&I coverage. In such event, the Contractor shall exercise its best efforts to obtain such additional insurance coverage at reasonable rates and in any event, the Contracting Officer's approval is required prior to final placement of the insurance. The cost of such additional risk coverage shall be for the Government's account. (1) General – Upon receipt of notice and instruction from the Contracting Officer, as specified in r(3), with respect to any area excluded by the War Risk Trading Warranties under the Contractor's commercial War Risk coverage, the Contractor shall, as soon as practicable, contact its insurance brokers or underwriters and arrange for the suspension of its commercial War Risk insurance upon entry of the vessel into, or extension of stay of the vessel in such area(s), as the case may be, subject to resumption upon exiting such area(s). In such instances,

	the contractor shall accept the Government's indemnity or War Risk insurance, whichever is applicable, in lieu of such commercial WAR risk insurance. The Contractor shall ensure that the suspension of its commercial War Risk coverage is coincident with the time that any Government indemnity of War Risk insurance becomes effective, and shall likewise ensure that its commercial War Risk insurance is resumed at the time when any Government indemnity or War Risk insurance becomes ineffective. The Contractor shall retain the same risks, such as deductibles (if any) that it has under its commercial insurance. (2) Government War Risk Insurance – under the authority of 46 U.S.C. App. Section 1285, the United States Maritime Administration (MARAD), at the request of Commander, Military Sealift Command, MAY furnish the following war risk insurance coverage, which will be effective during the vessel's transit under this Contract in areas which are in war risk exclusion zones or otherwise excluded under the Contractor's commercial marine War Risk trading warranties, and which are designated by notice from the Contracting Officer to the Contractor. (i) War Risk Protection and Indemnity insurance covering all liabilities up to an amount of $100,000,000. (ii) War Risk Second Seaman's coverage, the principal sum of which shall be $200,000 per Crew Member for loss of life. (3) Government Indemnity – under the authority of Public Law 85-804 (71 Stat. 972, August 28, 1958) and Executive Order 10789, as reinstated by Executive Order 11610, the Secretary of Defense or the Secretary of the Navy may authorize the Contracting Officer to indemnify the Contractor against loss from risks that would be covered by MARAD war risk coverages as set forth in subparagraph (b) above.
Warranty	Warranty (Time charter) (1) <u>General</u>. Owner warrants that the Vessel performing under this Charter Party shall be in full conformity with the requirements of this Charter Party, from the time of delivery and

	thereafter during the currency of this Charter Party. In particular the Owner warrants that the Vessel is as described in Part I of this Charter Party and that the Vessel shall be under U.S. flag upon delivery (see DFARS 252.247-7025 at Part VIII concerning requirements for reflagging work in U.S. shipyards.). (2) Regulatory Compliance. The Owner warrants that the Vessel and all Associated Equipment shall be in full compliance with all applicable international conventions and all applicable laws, regulations, and other requirements of the nation of registry and of the nation(s) and local jurisdictions to whose port(s) and/or place(s) it is contemplated that the Vessel will be ordered hereunder. The Vessel shall additionally operate in compliance with the International Maritime Dangerous Goods Code. The Vessel shall be delivered and maintained in the highest class of a recognized classification society and be in compliance with all current safety, health, and pollution regulations promulgated by appropriate authorities, including the latest applicable IMO regulations. The Owner further warrants that the Vessel shall have on board all certificates, records, or other documents required by the aforesaid conventions, laws, regulations, and requirements, including a Certificate of Financial Responsibility meeting the requirements of the U.S. Coast Guard and promulgated pursuant to the U.S. Federal Water Pollution Control Act, as amended, and/or the Oil Pollution Act of 1990. (3) Complement. The Owner warrants that the Vessel shall have an efficient and legally sufficient complement of Master, Officers, and crew with adequate training and experience in operation of all of the Vessel's equipment. The Master, Officers, and entire crew shall be U.S. citizens (if Vessel is U.S.-flag), speak English, and possess valid and current certificates, licenses, and documents. The Master, Officers, and crew of this Vessel shall be appointed or hired by the Owner and shall be deemed to be the servants and agents of the Owner at all times except as otherwise specified in this Charter. The Master of the Vessel shall be under the direction of the Charterer as regards the employment of the Vessel but shall not be under Charterer's orders as regards navigation, care, and custody of the Vessel. Warranty (Voyage) (1) Owner warrants that, from the time when the obligation to proceed to the loading port(s) or place(s) attaches, and thereafter during the currency of this Charter Party, the Vessel shall be in full compliance with the specifications herein

	in addition to all other requirements of this Charter Party. The Vessel's cargo capacity, position, and other particulars as set forth in this Charter Party are warranties by the Owner. Should the Vessel fail to satisfy one or more of such warranties or other warranties contained in this section not due to the fault of the Charterer, the freight may be equitably decreased so as to return the Charterer to a position equivalent to that had the warranty not been breached, this Charter Party otherwise to remain unaffected; alternatively, this Charter Party may in such case be terminated at Charterer's option pursuant to paragraph (m) (Default) above. (2) Condition. The Owner warrants that, before and at the commencement of the voyage(s) hereunder, it shall exercise due diligence to ensure that the Vessel and her hull, machinery, gear, runners, boilers, holds, and other equipment are fully functional and in good working order and condition, with holds dry, free from smell, and swept clean, and that the Vessel is in every way seaworthy, tight, staunch, strong, and fit to carry and preserve the cargo identified in Box 2 and to perform the voyage(s) required hereunder. (3) Regulatory Compliance. The Owner warrants that the Vessel shall be in full compliance with all applicable international conventions; and all applicable laws, regulations, and other requirements of the nation of registry and of the nation(s) to whose port(s) and/or place(s) the Vessel may be ordered under this Charter Party; and of any terminals or facilities in said port(s) and/or place(s); and of any classification society in which the Vessel is entered. The Owner further warrants that the Vessel shall have on board during the currency of this Charter Party all certificates, records, or other documents required by the aforesaid conventions, laws, regulations, and requirements, including a Certificate of Financial Responsibility meeting the requirements of the U.S. Coast Guard promulgated pursuant to the Federal Water Pollution Control Act as amended and/or the Oil Pollution Act of 1990, and valid gear certificates as required. Upon delivery and throughout the currency of this Charter Party, Vessel shall be entered and maintained in the highest class of a recognized classification society. (4) Complement. The Owner warrants that the Vessel shall have an efficient and legally sufficient complement of Master, Officers, and crew with adequate training and experience in operation of all of the Vessel's equipment and possessing valid and current certificates/documents issued or

	approved by the country of the Vessel's registry. The Owner further warrants that the Master and those Officers charged with cargo and/or bunker oil handling shall be proficient with conversational English. (5) Port Restrictions. If particular ports or places are identified in Boxes 3 and 5, the Owner warrants that a vessel of the type, tonnage, and configuration of the Vessel identified in Box 8, laden as contemplated herein, shall be able to approach, lie at, and depart from said ports or places (if safe) always afloat. Any data supplied by the Charterer in any RFP or this Charter Party respecting any port conditions or restrictions are provided for informational purposes and are not warranted to be complete or accurate. Compliance with any additional and/or conflicting conditions or restrictions shall be the Owner's responsibility. WARRANTY (Tailored). (1) General. The Contractor warrants that it will comply with all applicable laws, regulations, and other requirements of the United States including all United States Coast Guard regulations. The Contractor further warrants that the Contractor's Personnel shall have on board during the currency of this Contract all certificates, records, or other documents required by the aforesaid laws, regulations, and requirements. The Contractor and crew will be required to become familiar with Army Regulation 56-9, Surface Transportation Watercraft. (2) Crew Warranty. The Contractor warrants that the Vessel shall have an efficient and legally sufficient complement of master and crew with adequate training and experience in operation of all of the Vessel's equipment. (3) Remedies: Should actual performance of the Vessel show any failure to satisfy one or more of such warranties or other Contract requirements not due to the fault of the Government, the hire may be equitably decreased, or the Contract may be terminated, at Government's option so as to indemnify the Government to the extent of such failure. This shall not limit other recoveries available under law or within this contract.
Work Liability	RESERVED.
MSFSC Insurance	(i) Insurance: Federal Law and regulation require Government

Requirements for Commercial Orders	contractors to possess appropriate insurance coverage for their employees. The Government reserves the right to request evidence of appropriate insurance, including Longshoreman's and Harbor Workers' Compensation Act (LHWCA) coverage required to perform work on or near ships. (33 U.S.C. S903(a)). All policies shall contain an endorsement stating that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the Contractor provides written notice of the same to the Contracting Officer.

NAVFAC TEXTS OF PROVISIONS AND CLAUSES

(1)- Prescription: 1.602-1-101 NAVFAC contract clause.

Use the clause at 5252.201-9300, Contracting Officer Authority, in all solicitations/contracts.

5252.201-9300 Contracting Officer Authority. As prescribed in 1.602-1-101, insert the following clause:

CONTRACTING OFFICER AUTHORITY
(JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government. (End of clause)

(2)- Prescription: 7.105 Contents of written acquisition plans.

(a) Acquisition Plans shall follow the format in FAR Part 7.105 and DFARS 207.105.

5252.207-2 Notice of Cost Comparison (Negotiated) (FEB 1993) (DEVIATION). As prescribed in FAR 7.105(b), insert the following clause:

Alternate I (Mar 2000). As prescribed in FAR 7.105(b), substitute the following paragraph (b) and (c) for paragraphs (b) and (c) of the basic provision:

NOTICE OF COST COMPARISON (NEGOTIATED)
(FEB 1993) (DEVIATION)

(a) This solicitation is part of a Government cost comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined to be more economical, this solicitation will be canceled and no contract will be awarded.

(b) The Government's cost estimate for performance by the Government will be based on the work statement in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for receipt of initial proposals.

(c) After completion of proposal evaluation, negotiation, and selection of the most advantageous proposal, the Contracting Officer, in the presence of the preparer of the cost estimate for Government performance, will open the sealed cost estimate envelope. These officials will make a cost comparison before public announcement. Depending on whether the

cost comparison result favors performance under contract or Government performance, the procedure in either subparagraph (1) or (2) following applies:

(1) If the result of the cost comparison favors performance under contract and administrative approval is obtained, the Contracting Officer will award a contract and publicly reveal the completed cost-comparison form showing the cost estimate for Government performance, its detailed supporting data, and the Contractor's name. However, this award is conditioned on the offer remaining the more economical alternative after (i) completion of a public review period of _____ [*insert a numeral from 15 to 30, depending upon the complexity of the matter (see 7.306(b)(3)))*] working days beginning with the date this information is available to interested parties and (ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) of this section). The Government assumes no liability for costs incurred during the periods specified in (i) and (ii). The Contracting Officer will then either notify the Contractor in writing that it may proceed with performance of the contract or will cancel the contract at no cost to the Government.

(2) If the result of the cost comparison favors Government performance, the Contracting Officer will publicly disclose this result, the completed cost-comparison form and its detailed supporting data, and the price of the offer most advantageous to the Government. After (i) completion of a public review period of _____[*insert a numeral from 15 to 30, depending upon the complexity of the matter (see 7.306(b)(3)))*] working days beginning with the date this information is available to interested parties and (ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) of this section), the Contracting Officer will either cancel this solicitation or award a contract, as appropriate.

(d) During the public review period, directly affected parties may file with the Contracting Officer written requests, based on specific objections, for administrative review of the cost comparison result under the agency appeals procedure. The appeals procedure shall be used only to resolve questions concerning the calculation of the cost comparison and will not apply to questions concerning award to one offeror in preference to another. Agency determinations under the appeals procedure shall be final.

(e) A cost estimate for Government performance is considered a proposal for purposes of this solicitation's Late Submissions, Modifications, and Withdrawal of Proposals or Quotations provision, and a late modification that displaces an otherwise low cost estimate for Government performance shall not be considered. (End of Provision)

Alternate I (Mar 2000). As prescribed in 7.305(b), substitute the following paragraph (b) and (c) for paragraphs (b) and (c) of the basic provision:

(b) The Government's cost estimate and technical performance plan for performance by the Government will be based on the work statement in this solicitation and will be audited by an independent reviewing agent to ensure conformance and sufficiency to meet the requirements herein. After independent review, the Government's cost estimate and technical performance plan will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for receipt of initial proposals.

(c) After completion of proposal evaluation, negotiation, and selection of the most advantageous contract or ISSA proposal, the Source Selection Authority will review the Government's technical performance plan to ensure that it offers the same level of performance and performance quality as the most advantageous contract or ISSA proposal. The Contracting

Officer will not review the Government's cost estimate until these performance levels are compatible. Where differences are found to exist, the Government's technical performance plan and cost estimate will be returned to the in-house proposal team with instructions to adjust as required to correct the differences. When the Source Selection Authority determines that the revised technical performance plan is based on the same level of performance and performance quality as the selected contract or ISSA proposal, the revised in-house cost estimate will be forwarded to the Contracting Officer in a sealed envelope. The Contracting Officer, in the presence of the preparer of the cost estimate for Government performance, will open the sealed cost estimate envelope. These officials will make a cost comparison before public announcement. Depending on whether the cost comparison result favors performance under contract or Government performance, the procedure in either subparagraph (1) or (2) following applies:

(3)- Prescription: 9.507-2 Contract clause.

(a) (1) Use the clause at 5252.209-9300, Organizational Conflicts of Interest, in all architect-engineer, construction and facilities support services solicitations/contracts.

(2) Use the basic clause with its Alternate I for architect-engineer and construction contracts that involve environmental studies, investigations, design or remedial action.

ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.
(End of clause)

ALTERNATE I (JUN 1994). As prescribed in 9.507-2(a)(2), add the following paragraphs to the basic clause:

(b) Some remedial action may be performed by the architect-engineer firm in order to prevent continued contamination that immediately endangers population or property.

(c) The Contractor shall provide a statement with his bid or proposal which concisely describes all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information prior to award. If a potential conflict is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a description of action which the Contractor proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the conflict of interest.

(d) In addition, the Contractor shall notify the Contracting Officer, in writing, of its intention to compete for, or accept the award of any contract for similar or related work for any Department of Defense, other Agency of the federal government, or state regulatory agency which may involve Navy sites. Such notification shall be made before the Contractor either competes for or accepts any such contract.

(e) Remedies: The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organization conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(f) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (f). (End of clause)

(4) -Prescription: 11.404-100 NAVFAC contract clause.

Use the clause at 5252.211-9301, Phased Construction Schedule, in all solicitations/ contracts for construction that requires the use of a phased construction schedule. Use with FAR Clause 52.211-12, Liquidated Damages—Construction.

5252.211-9301 Phased Construction Schedule. As prescribed in 11.404-100, insert the following clause:

PHASED CONSTRUCTION SCHEDULE (SEP 1996)

Within the overall project schedule, commence and complete the work in phases. Complete each phase of the work within the number of calendar days stated in the following schedule:

a. Schedule start day: The day designated as the beginning of a particular phase; the number listed is the number of calendar days from the award of contract.

b. Completion day: The day designated as the end of a given phase and the day the work in that phase must be completed; the number listed is the number of calendar days from the award of the contract.

c. Schedule:

Phase	Description	Schedule Start Day	Completion Day
A	[_____]	[_____]	[_____]
B	[_____]	[_____]	[_____]
C	Completion of remaining	[_____]	[_____]

[Contracting Officer insert start and completion day for each phase. The completion day of the last phase must be the same number as indicated in FAR 52.211-10, Commencement, Prosecution, and Completion of Work.]

d. If the work of a particular phase is complete and accepted before the scheduled completion day, immediately begin work on the subsequent phase unless otherwise restricted. (End of clause)

(5) -Prescription: 12.404-100 NAVFAC contract clause.

Use the clause at 5252.212-9300, Commercial Warranty, in solicitations/contracts for commercial supplies or services.

5252.212-9300 Commercial Warranty. As prescribed in 12.404-100, insert the following clause:

COMMERCIAL WARRANTY (NOV 1998)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. (End of clause)

(6) -Prescription: 14.201-6-100 NAVFAC provisions.

(a) (1) Use the provision at 5252.214-9300, Basis for Award in invitations for bids for facilities support services work. Use with FAR provision 52.214-10, Contract Award.

5252.214-9300 Basis for Award. As prescribed in 14.201-6-100(a)(1), insert the following provision:

BASIS FOR AWARD (MAR 2002)

(a) The low bidder for purposes of award shall be the conforming, responsive, responsible bidder offering the lowest total price of Contract Line Item(s) *(insert CLINs)* CLIN prices are to be summarized from the detailed line items listed in the Schedule and any accompanying exhibits. Bids are to be submitted for each line item listed. Bids are solicited on an "all or none" basis. Failure to submit bids for all items and quantities listed shall be cause for rejection of the bid. Subparagraph (c) of FAR 52.214-10, "CONTRACT AWARD-SEALED BIDDING (JUL 1990)" does not apply to this award. (End of provision)

(7)- Prescription: 14.201-6-100 NAVFAC provisions.

(2) Use Alternate I with the basic provision when the performance period is less than 12 months.

5252.214-9300 BASIS FOR AWARD ALTERNATE I (MAR 2002)

(a) The low bidder for purposes of award shall be the conforming, responsive, responsible bidder offering the lowest total price of Contract Line Item(s) *(insert CLINs)* CLIN prices are to be summarized from the detailed line items listed in the Schedule and any accompanying exhibits. Bids are to be submitted for each line item listed. Bids are solicited on an "all or none" basis. Failure to submit bids for all items and quantities listed shall be cause for rejection

of the bid. Subparagraph (c) of FAR 52.214-10, "CONTRACT AWARD-SEALED BIDDING (JUL 1990)" does not apply to this award.

(b) Bidders are cautioned that the initial term of the contract may be for a period of less than a full year. (End of provision)

(8)- Prescription: 14.201-6-100 NAVFAC provisions.

(3) Use Alternate II for combination firm fixed-price indefinite quantity facility support service contracts when the firm fixed-price portion will satisfy the minimum guarantee.

5252.214-9300 BASIS FOR AWARD ALTERNATE II (MAR 2002).

(a) The low bidder for purposes of award shall be the conforming, responsive, responsible bidder offering the lowest total price for Contract Line Item(s) *(insert CLIN(s).* CLIN prices are to be summarized from the detailed line items listed in the Schedule and any accompanying exhibits. Bids are to be submitted for each line item listed. However, the initial award will include only Contract Line Item(s) *(insert CLIN(s)).*

(b) Bids are solicited on an "all or none" basis. Failure to submit bids for all items and quantities listed shall be cause for rejection of the bid. Subparagraph (c) of FAR 52.214-10, "CONTRACT AWARD-SEALED BIDDING" does not apply to this award. (End of provision)

(9)- Prescription: 14.201-6-100 NAVFAC provisions.

(b) Use the provision at 5252.214-9301, Notice to Bidders, in all invitations for bids for construction.

5252.214-9301 Notice to Bidders. As prescribed in 14.201-6-100(b), insert the following provision:

NOTICE TO BIDDERS (JUN 1994)

(a) Under the bidding items furnished on Standard Form 1442 (Solicitation, Offer, and Award) the bidder shall state prices for each basis for bid given hereinafter: (check if applicable)

____ (i) Base Bid Item 0001 shall be the entire work complete in accordance with the drawings and specifications, but not including work indicated or specified to be provided under any of the other bid items.

____ (ii) Additive Bid Item(s) _____ shall be for the work as identified in _____ and not included in any other bid item.

BIDS MUST BE SUBMITTED ON ALL ITEMS. FAILURE TO PROPOSE ON ALL ITEMS MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

(b) All hand delivered bids must be deposited in the bid box at the office of *(identify name and address of activity)* prior to the time and date set for bid opening. Any bids submitted by hand after the time set for receipt will be stamped with the date and hour of receipt and held unopened until after award. The file shall be documented in accordance with FAR 14.304-4. (End of provision)

(10)- Prescription: 15.209-100 NAVFAC provisions.

(a) Use the provision at 5252.215-9300, Content of Proposals, in all RFPs for facilities support services work.

5252.215-9300 Content of Proposals. As prescribed in 15.209-100(a), insert the following provision:

CONTENT OF PROPOSALS (JAN 2003)

(a) PROPOSAL REQUIREMENTS. The technical proposal and the price/cost proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information provided on resumes. The technical proposal presented by the offeror to whom the award is made will be incorporated into the contract at time of award.

(b) The offeror shall submit the following information:

(1) (#) completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.

(2) (#) copies of the technical proposal.

(3) (#) copies of the cost/price proposal.

(c) TECHNICAL PROPOSAL. Each technical proposal shall be precise, detailed, and complete as to clearly and fully demonstrate a thorough knowledge and understanding of the requirements. As a minimum, the proposal must contain sufficient detail so that it may be evaluated in accordance with the EVALUATION FACTORS provision, Section M.

(d) PRICE/COST PROPOSAL. Each price/cost proposal shall contain a breakdown of direct labor costs; direct material cost (identifying the quantity, type and unit price); subcontracting costs; overhead costs; general and administrative costs; and profit.

(1) Offers are solicited on an “all or none” basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (MAY 2001)” in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer. (End of clause)

(11)- Prescription: 15.209-100 NAVFAC provisions.

(b) Use the provision at 5252.215-9301, Multiple Proposals, in all RFPs for facilities support and construction that allow for submission of multiple proposals.

5252.215-9301 Multiple Proposals. As prescribed in 15.209-100(b), insert the following provision:

MULTIPLE PROPOSALS (JUN 1994)

Proposers may, if they desire, submit multiple proposals. If multiple proposals are submitted, proposers must price separately each such proposal and assure that the required guarantee is in a sum sufficient to cover the highest possible amount upon which award can be made. In addition, they should assure that full technical and pricing details, as may be appropriate, are furnished so as to assure that their proposals can properly be evaluated without the need for the request for additional information. Unsolicited alternates, either additive or deductive, will not be considered. (End of provision)

(12)- Prescription: 15.209-100 NAVFAC provisions.

(c) Use the provision at 5252.215-9302, Number of Copies/Time of Receipt, in RFPs for construction and facilities support construction when submittal of half size copies and full size set of valid prints is required.

5252.215-9302 Number of Copies/Time of Receipt. As prescribed in 15.209-100(c), insert the following provision:

NUMBER OF COPIES/TIME OF RECEIPT (JUN 1994)

All proposals should be submitted in (#) copies of half-size copies and one full-size set of ozalid prints. Instructions concerning the time and place of delivery are provided on the first page (Standard Form 1442) of this Request for Proposals. The price proposal, including acknowledgment of amendments, guarantee bond and completed representations and certifications, need only be submitted in triplicate. (End of provision)

(13)- Prescription: 16.506-100 NAVFAC contract clauses.

(a) Insert the clause at 5252.216-9300, Appointment of Ordering Officer(s), in all facilities support and architect-engineer indefinite quantity or requirements solicitations/contracts.

5252.216-9300 Appointment of Ordering Officer(s). As prescribed in 16.506-100(a), insert the following clause:

APPOINTMENT OF ORDERING OFFICER(S) (OCT 1996)

Ordering Officers under this contract are authorized by the Contracting Officer to execute delivery/task orders provided the total price for the delivery/task order does not exceed the individual Contracting Officer(s) warrant limitations. The ordering officers and their specific authority shall be stated in this contract or in an appointment letter. (End of clause)

(14)- Prescription: 16.506-100 NAVFAC contract clauses.

(b) Use the clause at 5252.216-9301, Task Order Terms and Conditions (Architect-Engineer Indefinite Quantity Contracts), in architect-engineer indefinite quantity solicitations/contracts except those for remedial investigation or design.

5252.216-9301 Task Order Terms and Conditions [Architect-Engineer Indefinite Quantity Contracts]. As prescribed in 16.506-100(b), insert the following clause:

TASK ORDER TERMS AND CONDITIONS
[ARCHITECT-ENGINEER INDEFINITE QUANTITY CONTRACTS]

(OCT 1996)

At the sole option of the Government, and in accordance with all terms and conditions set forth herein, the architect-engineer firm may be authorized to perform either partial or total design, engineering and related services on variable projects covered by this contract. Authorization for performance of these services shall be by issuance of a task order which shall be executed as follows:

(a) The Government shall have the right, at any time during the term of this contract, to request a proposal from the architect-engineer firm for furnishing specified design, engineering and related services for projects. Each request for proposal will set out the proposed scope of work, design criteria and other considerations, scope of architect-engineer services, proposed schedule of submissions, and, if applicable, the estimated construction cost amount (ECC) for the project contemplated.

(b) The Government reserves the right to make award of a task order based on the contractor's proposal. However, if the proposal is not acceptable as submitted, the parties hereto shall enter into negotiations, targeting a mutually acceptable agreement. If agreement on all terms of the task order is not achievable, the services for that specific order shall be deemed excluded from the scope of this contract and the Government shall be under no obligation to establish a task order or provide for any payments.

(c) The architect-engineer firm shall complete all services required pursuant to each resultant task order in accordance with the scope of work, design criteria and schedule of submissions set forth herein. The standard terms and conditions of this basic contract shall take precedence. (End of clause)

(15)- Prescription: 16.506-100 NAVFAC contract clauses.

(c) Use the clause at 5252.216-9302, Indefinite Quantity, in architect-engineer indefinite quantity solicitations/contracts.

5252.216-9302 Indefinite Quantity. As prescribed in 16.506-100(c), insert the following clause:

INDEFINITE QUANTITY (JUN 1994)

This is an indefinite-quantity contract for the services specified, and effective for the period stated previously.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the services specified in the Schedule up to an including the "maximum" fee total designated previously.

There is no limit on the number of orders that may be issued subject only to the maximum annual value of the contract.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order

to the same extent as if the order were completed during the contract's effective period. (End of clause)

(16)- Prescription: 16.506-100 NAVFAC contract clauses.

(d) (1) Use the clause at 5252.216-9303, Minimum and Maximum Fees (Architect-Engineer Indefinite Quantity Contracts), in architect-engineer indefinite quantity solicitations/contracts.

(2) Use the clause with its Alternate I when the contract minimum will exceed the initial project amount.

5252.216-9303 Minimum and Maximum Fees [Architect-Engineer Indefinite-Quantity Contracts]. As prescribed in 16.506-100(d)(1), insert the following clause:

MINIMUM AND MAXIMUM FEES
[ARCHITECT-ENGINEER INDEFINITE-QUANTITY CONTRACTS]
(OCT 1996)

As the contract minimum has been established with project #1 identified in the basic award, the contract maximum annual total is $ *(insert amount)* (End of clause)

ALTERNATE I (NOV 1998) As prescribed in 16.506-100(d)(2), substitute the following paragraph for the basic clause:

The contract minimum is $ *(insert amount)* . The contract maximum annual total is $_____. (End of clause)

(17)- Prescription: 16.506-100 NAVFAC contract clauses.

(e) Use the clause at 5252.216-9305, Task Order Procedures (Architect-Engineer Indefinite Quantity Contracts), in all architect-engineer indefinite quantity solicitations/contracts.

5252.216-9305 Task Order Procedures [Architect-Engineer Indefinite-Quantity Contracts]. As prescribed in 16.506-100(e) insert the following clause:

TASK ORDER PROCEDURES
[ARCHITECT-ENGINEER INDEFINITE-QUANTITY CONTRACTS]
(OCT 1996)

To order work under the contract, the Contracting Officer will provide the Contractor a scope of work detailing the Government's requirements and request a cost proposal for the proposed work. The Contractor shall respond with a proposal in an expeditious manner, but in no event later than directed in the request for proposal.

Price Breakdown. The Contractor shall provide a price breakdown for all proposals, itemized, as directed by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all materials, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the scope of work. Any amount claimed for subcontractors shall be supported by a similar breakdown.

Negotiations. In the event there are differences in the Contractor's proposal and the Government Estimate, the Contractor and the Contracting Officer shall meet at the direction of the Contracting Officer to negotiate the extent of effort and costs of the proposed work.

Task orders for the contract work will be on Department of Defense DD Form 1155. The contractor shall submit one copy of the task order with the invoice for payment.

Oral or Written Telecommunications Orders. The Contracting Officer may issue oral or written telecommunications orders only in emergency circumstances. Oral or written telecommunications orders will be confirmed by issuance of a written task order on DD Form 1155 within two (2) working days.

Modifications to Task Orders. Orders may be modified by the Contracting Officer. Modifications to task orders shall be effected on a Standard Form 30. Orders may be modified orally or by written telecommunications by the Contracting Officer in emergency circumstances. Oral or written telecommunication modifications shall be confirmed by issuance of a written modification on Standard Form 30 within two (2) working days from the time of the communication modifying the order. (See Attachment #__ Section__).

If a task order is deposited in the U.S. mail, mailing time (5 working days for regular mail and 1 working day for express mail) will be incorporated into the task order submittal schedule. The Contracting Officer will notify the architect-engineer firm when an order is deposited in the mail. If delays are encountered in mailing without the fault of the Contractor, a time extension may be granted by the Contracting Officer. (End of clause)

(18)- Prescription: 16.506-100 NAVFAC contract clauses.

(f) Use the clause at 5252.216-9306, Procedures for Issuing Orders, in all facilities support service indefinite quantity or requirements solicitations/contracts.

5252.216-9306 Procedures For Issuing Orders. As prescribed in 16.506-100(f), insert the following clause:

PROCEDURES FOR ISSUING ORDERS (MAR 2002)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders on DD Form 1155 by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order a task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

(b) Except in emergency situations, only a Contracting Officer may modify task/delivery orders.. An Ordering Officer, when authorized by the designation official (Contracting Officer), may issue modifications to task/delivery orders only during an emergency. Modifications to task/delivery orders will be issued on a Standard Form (SF 30).

Task orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications will be confirmed in writing by issuance of a SF 30 within two (2) working days from the time the oral direction is issued. (End of clause) . (End of clause)

(19)- Prescription: 16.203-4-100 NAVFAC contract clauses.

(a) Use the clause at 5252.216-9307, Price Revision, in solicitations/contracts at U.S. installations in Italy when the contract term exceeds one year.

5252.216-9307 Price Revision. As prescribed in 16.203-4-100(a), insert the following clause:

PRICE REVISION (JUN 1994)

General. This contract shall be subject to price revision as set forth below. A percent
(___%) threshold shall be applied. The adjustment in the contract price to reflect the increases and decreases outlined above shall be made prior to final payment under this contract or at such other time as mutually agreed upon by the parties. The method of such computation of the price revision shall be as described in paragraph 26.2. For purpose of calculating price revision, Table __ of Building Regulations published by the Civil Engineer's Office of the province where work is to be performed, shall be used. The bid opening date shall be the effective date for price revision computations for the original contract whether or not the cost variation tables for that month have been published. The effective date for price revision for changes to the contract shall be determined during negotiations for any change in contract price and be stated in the subsequent modification. No price revision will be paid for work accomplished after the contract completion date. The method of payment shall be by formal modification to the contract. Any money paid for price revision shall not subject itself to higher price revision payments.

Method of Payment. Payment shall be made based on work completed and documented by the OICC MED Contract Performance Statement (OICC MED Form 10-7300/31). Any work documented on the performance statement shall be assumed completed as of the date of the document and not further subdivided. Contractor shall complete OICC MED Form (4330/26) "Computation of Multiplier" and OICC MED Form (4330/25) "Payment Summary", and submit the completed forms along with copies of all applicable performance statements to the Contracting Officer for review and approval. Copies of forms are available from the Contracting Officer. The Contractor shall also submit copies of the applicable cost variations tables used in calculating multipliers. Price revision for all contract modifications shall be submitted separately and not included as part of the original contract. Back-up documentation for price revision applicable to contract modifications shall be the same as for the original contract. (End of clause)

(20)- Prescription: 16.506-100 NAVFAC contract clauses.

(g)(1) Use the clause at 5252.216-9310, Combination Firm Fixed-Price/Indefinite Quantity Contract, in all combination firm-fixed price/indefinite quantity facilities support solicitations/contracts.

(2) Use the basic clause with its Alternate I if the firm fixed-price is less than nominal.

5252.216-9310 Combination Firm Fixed-Price/Indefinite Quantity Contract. As prescribed in 16.506-100(g)(1), insert the following clause:

COMBINATION FIRM FIXED-PRICE/INDEFINITE QUANTITY CONTRACT (MAR 2002)

(a) This is a combination firm fixed-price/indefinite quantity contract for the supplies or services specified, and effective for the period stated in the Schedule and any accompanying exhibits. Work items for the fixed-price portion are identified in the Schedule and any accompanying exhibits and include all work except that identified as Indefinite Quantity. The fixed-price quantities shown in the Schedule and any accompanying exhibits are considered to be accurate estimates for this contract period.

(b) Work items for the indefinite quantity portion of the contract are identified in the Schedule and any accompanying exhibits. The quantities of supplies and services specified in accompanying exhibits and the Schedule as Indefinite Quantity are estimates only and may be ordered by issuance of separate task orders.

(c) Delivery or performance shall be made only as authorized by orders issued in accordance with FAR clause 52.216-18. Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule and any accompanying exhibits up to the contract stated maximum. The minimum guarantee of work to be ordered is the firm fixed-price portion of the contract.

(d) Except for any limitations on quantities in FAR clause 52.216-19, in the Schedule, and in any accompanying exhibits, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period. (End of clause)

ALTERNATE I (OCT 1996). As prescribed in 16.506-100(g)(2), substitute the following when paragraph (c) applies:

(a) This is a combination firm fixed-price/indefinite quantity contract for the supplies or services specified, and effective for the period stated in the Schedule and any accompanying exhibits. Work items for the fixed-price portion are identified in the Schedule and any accompanying exhibits and include all work except that identified as

Indefinite Quantity. The fixed-price quantities shown in the Schedule and any accompanying exhibits are considered to be accurate estimates for this contract period.

(b) Work items for the indefinite quantity portion of the contract are identified in the Schedule and any accompanying exhibits. The quantities of supplies and services specified in the Schedule and any accompanying exhibits are estimates only and may be ordered by issuance of separate task orders.

(c) Delivery or performance shall be made only as authorized by task orders issued in accordance with the ORDERING clause. . The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule and any accompanying exhibits up to the contract stated maximum. The minimum guarantee of work to be ordered is (fill-in)% of the total estimated quantity.

(d) Except for any limitations on quantities in FAR clause 52.216-19, in the Schedule, and any accompanying exhibits, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(e) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period. (End of clause)

(21) -Prescription: 16.506-100 NAVFAC contract clauses.

(h) Use the clause at 5252.216-9312, Minimum and Maximum Quantities, in all indefinite quantity solicitations/contracts other than architect-engineer. Use in addition to FAR clause 52.216-22.

5252.216-9312 Minimum and Maximum Quantities. As prescribed in 16.506-100(h), insert the following clause:

MINIMUM AND MAXIMUM QUANTITIES (JUN 1994)

As referred to in paragraph (b) of FAR 52.216-22, INDEFINITE QUANTITY clause, the contract minimum quantity is (fill-in)% of the estimated total quantity. Should the Government fail to place orders totaling the amount of the contract minimum quantity, the provisions of Clause _____ entitled, " [Insert title of FAR 52.249-1 or 52.249-2] " shall apply to the unordered amount of the contract minimum quantity. The maximum quantity shall not be exceeded except as may be provided for by formal modification to the contract. (End of clause)

(22)- Prescription: 16.506-100 NAVFAC contract clauses.

(i) (1) Use the clause at 5252.216-9313, Maximum Quantities, in all facilities support service combination fixed-price/indefinite quantity solicitations/contracts.

(2) Use the clause with its Alternate I when the firm fixed-price portion of the contract is less than nominal.

5252.216-9313 Maximum Quantities. As prescribed in 16.506-100(i)(1), insert the following clause:

MAXIMUM QUANTITIES (JUN 1994)

As referred to in 5252.216-9310, "COMBINATION FIRM FIXED-PRICE/INDEFINITE-QUANTITY CONTRACT" clause, the minimum guarantee of work is the firm fixed-price portion of the contract. The maximum dollar value of the contract is the total dollar value of the fixed- price and indefinite quantity Items. The maximum shall not be exceeded except as may be provided for by formal modification to the contract. (End of clause)

ALTERNATE I (NOV 1998). As prescribed in 16.506-100(i)(2), substitute the following paragraph for the basic clause:

As referred to in 5252.216-9310, "COMBINATION FIRM FIXED-PRICE/ INDEFINITE- QUANTITY CONTRACT, ALT I" clause, the minimum guarantee of work is (fill-in)% of the estimated total quantity. The maximum dollar value of the contract is the total dollar value of the fixed-price and indefinite quantity items. The maximum shall not be exceeded except as may be provided by formal modification to the contract. (End of clause)

(23)-Prescription: 16.203-4-100 NAVFAC contract clauses.

(b) Use the clause at 5252.216-9314, Economic Price Adjustment for Changes in Landfill/Disposal Fees, in lieu of FAR 52.216-4, Economic Price Adjustment--Labor and Material, where the service requires landfill usage fees or disposal fees set by a county government or other local government body.

5252.216-9314 Economic Price Adjustment For Changes in Landfill/Disposal Fees. As prescribed in 16.203-4-100(b), insert the following clause:

ECONOMIC PRICE ADJUSTMENT FOR CHANGES IN LANDFILL/DISPOSAL FEES (JUN 1994)

(a) The Contractor shall notify the Contracting Officer, at any time during contract performance, the disposal fee unit prices shown in the schedule in Section B either increase or decrease as a result of new landfill/disposal fees set by the County Commissioners. The Contractor shall furnish this notice within 20 calendar days after being notified of any increase or decrease, or within any additional period that the Contracting Officer may approve in writing. Adjustment for increases shall not be retroactive beyond the 20 calendar day notification period or such time as approved in writing by the Contracting Officer. Adjustments for decreases shall be made effective

immediately on the date they are implemented by the landfill. The notice shall include the amount of the adjustment (increase or decrease), the effective date and supporting data explaining the cause of the adjustment.

(b) Promptly after the Contracting Officer receives the notice and date under paragraph (a) above, the Contracting Officer shall modify this contract to include the increase or decrease in the disposal fee (resulting from the adjustment) and its effective date. The contractor shall continue performance pending adjustment.

(c) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(d) No increase shall exceed the cost of using other alternative landfills which are available for use by the Contractor, considering the disposal fees, labor and transportation cost.

(e) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices as a result of new landfill/disposal fees set by the_____ County Commissioners. There shall be no adjustment for (i) changes in rates or unit prices other than those shown in the Schedule, or (ii) changes in the quantities of labor or material used from those shown in the Schedule for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment.

(3) No upward adjustment shall be approved for any disposal fee increase that does not apply equally to all landfill customers of similar conditions of service.

(4) The aggregate of the increases in any contract unit price for disposal fees made under this clause shall not exceed 100 percent of the originally awarded unit price for line item, disposal fees for the base period. There is no percentage limitation on the amount of decreases that may be made under this clause.

(5) There will be no adjustment for any increase in the disposal fees which will not result in a net change of at least 3 (three) percent of the total unit price for the then current contract term (not the cumulative total contract price).

(f) The Government's obligation under this clause is contingent upon the availability of appropriated funds before payment for this increase can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this increase and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. The clause entitled "Availability of Funds" in Section I, paragraph __ applies. (End of clause)

(24)- Prescription: 16.406-100 NAVFAC contract clause.

(a) Use the clause at 5252.216-9315, Award Fee, in solicitations/contracts when a fixed-price award fee contract for services is contemplated.

(b) Use the basic clause with its Alternate I for construction contracts.

5252.216-9315 Award Fee. As prescribed in 16.406-100(a), insert a clause substantially the same as the following:

AWARD FEE (AUG 2004)

(a) Determination of Award Fee. An Award Fee Evaluation Procedure is hereby established for determination of award fee payable under this contract. The payment of any award fee is contingent upon compliance with contractual requirements and performance at the satisfactory level in each of the individual criteria set forth in the contract. It is the Government's intent that the contractor performs the required services in such a manner as to warrant the highest possible rating and award fee. The Contractor's failure to maintain acceptable levels of performance in all areas of this contract, whether specified as award fee areas or not, will result in no award fee being issued. The Fee Determining Official will make award fee determinations. Each determination will cover the preceding evaluation period. This determination and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government. Any amount not awarded in one evaluation period will not be carried over the next evaluation period.

(b) Award Fee Amount. The total amount of award fee that can be earned for a twelve month period is $_____ . The amount of award fee that may be earned for each evaluation period is $_____.

(c) Procedures.

(1) Performance Evaluation Board. A Performance Evaluation Board (PEB) composed of selected technical and administrative personnel from the *(Activity)* will evaluate the Contractor's performance as related to the criteria listed elsewhere herein. The PEB will make specific performance evaluations each month. Within fifteen (15) calendar days after the end of each evaluation period, the PEB will submit a formal evaluation report to the Fee Determination Official. The PEB report will include a narrative of each element evaluated, which supports the recommended rating assigned. A copy of the PEB's report will be furnished to the Contractor.

(2) Contractor Self-Evaluation. Within fifteen (15) days after the end of each evaluation period, the Contractor shall submit two copies of a concise, written self-evaluation of his performance similar to the PEB report and limited to approximately 5 pages. This report will be submitted to the Contracting Officer.

(3) Fee Determining Official. A Fee Determining Official (FDO) will be established to determine the amount of award fee, if any, to be paid to the Contractor. The FDO will review the Performance Evaluation Board's report, the contractor's self-evaluation, and take such other action and consider such other facts pertinent to this contractor's performance as is required to determine the rating and the amount of the

performance award fee for the evaluation period under consideration. The Contracting Officer will notify the Contractor in writing of the FDO's decision. The Contractor will signify acceptance by submitting an invoice in accordance with the Contracting Officer's instructions.

(d) Evaluation Criteria, Grades and Definitions. Percentages will be assigned to each criterion according to the relative order of importance determined by the Government using the grades, definitions, and criteria presented herein. A rating will be assigned for each major
evaluation criterion for each period. The performance criteria and weighting will be applied to arrive at a weighted score.

(e) Grades and Definitions.

(1) Any changes to the award fee determination criteria, which shall apply during each
award fee period will be provided to the Contractor in writing by the Contracting Officer at least fifteen (15) calendar days prior to the start of each award fee period. Notification at a later date or alteration of criteria, both parties must agree to include added criteria, after an award fee period has begun.

(2) The award fee determination criteria for award fee are established herein.

(f) Performance Criteria and Weighting. Criteria elements listed below will be used to evaluate performance. Each element is individually graded with a percentage score. Normally a percentage score below 80 in any of the criteria elements listed below will result in no award fee paid to the contractor. The percentage score for each criteria element will multiply the maximum points for each criteria element. The sum of the scores for all criteria elements will yield the numerical point value to determine the percentage of earned award fee for evaluation as shown on the following Table 1, Performance Evaluation Report Criteria.

TABLE 1. PERFORMANCE EVALUATION REPORT CRITERIA

Category	Evaluation Criteria	Satisfactory Below 80	Above Satisfactory 80-84	Excellent 85-89	Outstanding 90-94	Superior 95-100
Quality of Work	Fixed-Price Work (40%)	Inferior quality of workmanship with excessive number of deficiencies	Adequate quality of workmanship with substantial number of deficiencies	Acceptable quality of workmanship with limited number of deficiencies	High quality of workmanship with minor deficiencies	Superior quality of workmanship with no deficiencies
	Indefinite Quantity Work (40%)	Inferior quality of workmanship with excessive number of deficiencies	Adequate quality of workmanship with substantial number of deficiencies	Acceptable quality of workmanship with limited number of deficiencies	High quality of workmanship with minor deficiencies	Superior quality of workmanship with no deficiencies
	Effectiveness of Quality Control Program	Consistently requires Govt input to rework unsatisfactory	Occasionally requires Govt input to rework unsatisfactory	Rarely requires Govt input to rework unsatisfactory	Contractor QC Program affects all rework	Most jobs do not require rework, QC program very

TABLE 1. PERFORMANCE EVALUATION REPORT CRITERIA						
Category	Evaluation Criteria	Satisfactory Below 80	Above Satisfactory 80-84	Excellent 85-89	Outstanding 90-94	Superior 95-100
	(20%)	jobs	jobs	jobs	requirements	effective
Timely Completion of Work	Fixed-Price Work (40%)	Frequently misses scheduled time frames; requires Govt prodding	Meets schedule but requires Govt prodding	Meets schedule without reminders	Sometimes responds and performs faster than scheduled	Often responds and performs faster than scheduled
	Indefinite Quantity Work (40%)	Frequently misses time frames scheduled in DO/TO and requires Govt prodding	Meets DO/TO schedule but requires Govt prodding	Meets DO/TO schedule without reminders	Sometimes responds and performs faster than DO/TO schedule	Often responds and performs faster than DO/TO schedule
	Scheduling (20%)	Schedules not submitted; DO/TO dates consistently not met	Schedules submitted but not complied with; DO/TO dates occasionally not met	Schedules submitted and usually complied with; DO/TO dates rarely missed	Schedules submitted; meets dates of all approved schedules and DO/TO's	Schedules submitted; completes work of approved schedules and DO/TO's ahead of schedule
Response to Service Calls	Emergency service calls (50%)	Consistently late in meeting response times and situations not timely arrested	Occasionally late in meeting response times and situations not timely arrested	Rarely late in meeting response times but situations timely arrested	Responds in a timely manner and arrests all situations with little Govt direction	Always responds immediately and quickly arrests all situations
	Urgent service calls (25%)	Consistently late in meeting response times and situations not timely arrested	Occasionally late in meeting response times and situations not timely arrested	Rarely late in meeting response times but situations timely arrested	Responds in a timely manner and arrests all situations with little Govt direction	Always responds immediately and quickly arrests all situations
	Routine service calls (25%)	Consistently late in meeting response times and situations not timely arrested	Occasionally late in meeting response times and situations not timely arrested	Rarely late in meeting response times but situations timely arrested	Responds in a timely manner and arrests all situations with little Govt direction	Always responds immediately and quickly arrests all situations

TABLE 1. PERFORMANCE EVALUATION REPORT CRITERIA						
Category	Evaluation Criteria	Satisfactory Below 80	Above Satisfactory 80-84	Excellent 85-89	Outstanding 90-94	Superior 95-100
Administration and Management	Cooperation (50%)	Contractor and employees do not demonstrate cooperation in accomplishment of the contract	Contractor and employees occasionally demonstrate cooperation in accomplishment of the contract	Contractor and employees usually demonstrate cooperation in accomplishment of the contract	Cooperation and teamwork exceed normal expectations	Cooperation and teamwork substantially exceed normal expectations
	Ingenuity and/or Flexibility (50%)	Contractor and employees display no ingenuity or willingness to improve	Contractor and employees occasionally display ingenuity and willingness to improve	Contractor and employees attempt improvement and ingenuity and occasionally are successful	Contractor and employees generally are ingenious and innovative with success and Govt benefit	Contractor and employees highly ingenious and innovative with substantial Govt benefit

Ref: FAR16.406(e) and DFARS 216.470

ALTERNATE I (NOV 1998) As prescribed in 16.406-100(b), delete paragraph (d) of the basic clause and substitute the following paragraphs (b), (e) and (f) for paragraphs (b), (d) and (e) of the basic clause: **NOTE: <u>CANNOT</u> BE USED TO ACCELERATE PERFORMANCE**.

(b) <u>Award Fee Amount</u>. The total amount of award fee that can be earned under this contract is $_____. This amount will not be increased if work is added to the contract but will be reduced proportionately if work is deleted from the contract. For the fifth evaluation period, the payment of any award fee is contingent on the Contractor's not having incurred any liquidated damages in the performance of the contract. The Fee Determination Official will make the award fee determination after the first __, __, __, and ___ days after contract award and ____ after establishment of <u>final acceptance</u>. The amount of award fee that can be earned for each evaluation period is as follows:

(d) <u>Grades and Definitions</u>.

(1) Any changes to the award fee determination criteria that shall apply during each
award fee period will be provided to the Contractor in writing by the Contracting Officer at least fifteen (15) calendar days prior to the start of each award fee period. Notification at a later date or alteration of criteria, including added criteria, after an award fee period has begun must be agreed to by both parties.

(2) The award fee determination criteria for award fee are established herein.

(e) <u>Performance Criteria</u>. Criteria listed in the tables attached hereto will be used to evaluate performance. Each criteria is individually graded with adjectival rating. A rating below satisfactory in any one of the individual criteria will result in <u>no award fee</u> paid to the Contractor.

Award Fee Period	Period Covered - Days from Contract Award	Award Fee Pool Available
1	0 - _____	$_____
2	_____ - _____	$_____
3	_____ - _____	$_____
4	_____ - _____	$_____
5	FIRST 90 DAYS AFTER (final acceptance)	$_____

(25)-Prescription: 16.506-100 NAVFAC contract clauses.

(k) Use the clause at 5252.216-9316, Undefinitized Task/Delivery Orders, in contracts in which task/delivery orders are individually negotiated and when there may be a need to issue undefinitized orders. Ensure that the cost of the work authorized by any undefinitized order is not in excess of the funds available for the order. Establish the time period for the definitization of each undefinitized order and insert the anticipated date of definitization in the clause. The HCA shall approve periods that exceed 180 days.

5252.216-9316 Undefinitized Task/Delivery Orders. As prescribed in 16.506-100(k), insert a clause substantially the same as the following:

UNDEFINITIZED TASK/DELIVERY ORDERS (OCT 2007)

(a) Prior to the issuance of a task/delivery order under this contract, it is anticipated that the government and the contractor will reach agreement on the price or total cost and fee (if applicable) for the services to be provided under the order. The Contracting Officer may authorize commencement of work prior to final agreement on cost or price. In such case, the contractor shall immediately commence performance of the services specified in the order and shall submit a pricing proposal within 15 days of receipt of the order. Upon completion of negotiations, the final negotiated cost or price will be set forth in a supplemental agreement that is executed by the contractor and the Contracting Officer. Failure to agree upon the cost or price shall be considered a dispute subject to the Disputes clause of this contract.

(b) Undefinitized task/delivery orders shall indicate a "not to exceed" amount for the order; however, such amount shall not exceed 50 percent of the estimated cost of the order. The order shall only require the Contracting Officer's signature, but shall also comply with all other order requirements. Undefinitized task/delivery orders shall indicate the date by which the government anticipates that the cost or price of the order will be definitized. (End of clause)

(26)-Prescription: 17.208-100 NAVFAC contract clauses.

(a) Use the clause at 5252.217-9300, Option to Extend the Term of the Contract (Architect-Engineer Indefinite Quantity Contract), in all architect-engineer indefinite quantity solicitations/contracts that include options.

5252.217-9300 Option to Extend the Term of the Contract [Architect-Engineer Indefinite Quantity Contract]. As prescribed in 17.208-100(a), insert the following clause:

OPTION TO EXTEND THE TERM OF THE CONTRACT
[ARCHITECT-ENGINEER INDEFINITE-QUANTITY CONTRACT]
(NOV 1998)

The term of this contract shall expire one year from the date of execution of this contract. However, all terms and conditions of this contract shall remain in full force and effect for any project added within the one-year term until completion of and payment for the services there under.

The Government may extend the term of this contract by written notice to the Contractor within the performance period specified in the schedule, provided that the Government will give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension. The Government may exercise this option if: (1) a need for the services exists, and (2) performance in the first year has been satisfactory. If the Government exercises this option, the extended contract shall be considered to include this option provision.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ months for ordering purposes. (End of clause)

(27)-Prescription: 17.208-100 NAVFAC contract clauses.

(b) Use the clause at 5252.217-9301, Option to Extend the Term of the Contract - Services, in all facilities support service solicitations/contracts that include options. Use this clause in lieu of FAR clause 52.217-9.

5252.217-9301 Option To Extend the Term of the Contract - Services. As prescribed in 17.208-100(b), insert the following clause:

OPTION TO EXTEND THE TERM OF THE CONTRACT – SERVICES (JUN 1994)

(a) The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ___ months. [Insert number of months] (End of clause)

(28)-Prescription: 22.1006-100 NAVFAC contract clause.

Use the clause at 5252.222-9305, Work Performed by Individual Assigned Categories, in all cost-reimbursement, time-and-materials or labor hour solicitations/contracts.

5252.222-9305 Work Performed By Individual Assigned Categories. As prescribed in 22.1006-100, insert the following clause:

WORK PERFORMED BY INDIVIDUAL ASSIGNED CATEGORIES (JUN 1994)

Regardless of any individual employee's normally assigned category of labor, the functions being performed by that individual during any period of work at a specific site shall determine the rate to be paid for that employee (e.g., a Chemist who is performing the duties of a Technician, Level 1, shall be charged at the fixed rate for a Technician, Level 1, during the period of time he or she is performing those duties).
(End of clause)

(29)-Prescription: 23.1000 NAVFAC contract clauses.

(a) Use the clause at 5252.223-9300, Inspection by Regulatory Agencies; in all facilities support services solicitations/contracts.

5252.223-9300 Inspection By Regulatory Agencies. As prescribed in 23.1000(a), insert the following clause:

INSPECTION BY REGULATORY AGENCIES (JUN 1994)

(a) Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

(b) Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

(c) The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies. (End of clause)

(30)-Prescription: 23.1000 NAVFAC contract clauses.

(b) Use the clause at 5252.223-9301, Wildlife Preservation, in architect-engineer and facilities support solicitations/contracts when applicable.

5252.223-9301 Wildlife Preservation. As prescribed in 23.1000(b), insert the following clause:

WILDLIFE PRESERVATION (JUN 1994)

(Insert name of activity) is a designated (insert description of designation). Before commencing work that may disturb wildlife, the Contractor shall obtain all necessary state, local and federal permits. Following is a list of applicable restrictions: (list as applicable) (End of clause)

(31)-Prescription: 28.203-100 NAVFAC provision.

Use the provision at 5252.228-9300, Individual Surety/Sureties, in solicitations requiring bid guarantees and performance and payment bonds.

5252.228-9300 Individual Surety/Sureties. As prescribed in 28.203-100, insert the following provision:

INDIVIDUAL SURETY/SURETIES (JUN 1994)

As prescribed in FAR 28.203(a), individual sureties will be permitted. In order for the Contracting Officer to make a determination as to the acceptability of individuals proposed as sureties, as prescribed in FAR 28-203(b), all proposers who submit bonds which are executed by individual sureties are requested to furnish additional information in support of SF-28, Affidavit of Individual Surety, with the bonds. Pursuant to Instruction 3(b) of Standard Form 24, the Bond, Standard Form 25, the Performance Bond, and the Standard Form 25A, the Payment Bond, the Contracting Officer requests the following information:

(a) Equity Securities (Stock):

(1) State the place(s) of incorporation and address of the principal place of business for each issuing corporation listed.

(2) State whether the security issued was issued by public or private offering and give the place of registration of the security.

(3) State whether the security is presently, actively traded.

(b) Debt Securities (Bonds) and Certificates of Deposit:

(1) List the type of bonds held and their maturity dates.

(2) State the name, address, and telephone number of the issuing agency, firm or individual.

(3) State the complete address (es) where the bonds are held.

(4) State whether the bonds have been pledged as security or have otherwise been encumbered.

(c) Real Property Interests:

(1) Provide complete recording data for the conveyance of each parcel or interest listed to the individual proposed as surety.

(2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.

(3) State the method(s) of valuation upon which appraisal is based.

(4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.

(5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment.

(6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance

.

(d) Persons Proposed as Individual Sureties:

(1) A current list of all other bonds (bid, performance, and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.

(2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

This information is necessary to enable the Contracting Officer to evaluate the sufficiency of the surety's net worth in a timely manner. (End of provision)

(32) -Prescription: 28.101-2-100 NAVFAC provisions or contract clauses.

(a) (1) Insert the provision at 5252.228-9302, Bid Guarantee, in solicitations requiring bid guarantees. Use in addition to FAR clause 52.228-1. For negotiated procurements, the contracting officer shall determine whether to include the requirement for a bid guarantee.

(2) Use the basic provision with its Alternate I in indefinite quantity and JOC solicitations.

(3) Use the basic provision with its Alternate II in combination firm-fixed-price/indefinite quantity facilities support services solicitations.

(4) Use the basic provision with its Alternate III in requirements solicitations.

5252.228-9302 Bid Guarantee. As prescribed in 28.101-2-100(a)(1), insert the following provision:

BID GUARANTEE (OCT 2004)

To assure the execution of the contract and the performance and payment bonds, each bidder/offeror shall submit with its bid/offer a guarantee bond (Standard Form 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security as provided in FAR Clause 52.228-1, "Bid Guarantee". Security shall be in a penal sum equal to at least 20 percent of the largest amount for which award can be made under the bid submitted, but in no case to exceed $3,000,000. A copy of the agent's authority to sign bonds for the surety company shall accompany the bid guarantee bond. (End of provision)

ALTERNATE I – As prescribed in 28.101-2-100(a) (2), for indefinite quantity and JOC contracts, substitute "...largest amount for which award can be made...." in the basic provision with "...price payable for the contract guaranteed minimum".

ALTERNATE II – As prescribed in 28.101-2-100(a)(3), for combination firm fixed-price/indefinite quantity facility support service contracts where the firm fixed-price portion constitutes the guaranteed minimum, substitute "… largest amount for which award can be made" in the basic provision with either "...the firm fixed-price portion of the contract. If the firm fixed-price portion and a minimum amount of the indefinite quantity portion will constitute the guaranteed minimum, substitute "…largest amount for which award can be made" for "...the firm fixed-price portion and the guaranteed minimum amount of the Indefinite Quantity portion of the contract."

ALTERNATE III - As prescribed in 28.101-2-100(a) (4), for requirements solicitations, replace "...largest amount for which award can be made..." in the basic provision with "...price payable for the estimated quantity".

(33)-Prescription: 28.102-3-100 NAVFAC contract clause.

(a) Use the clause at 5252.228-9305, Notice of Bonding Requirements, in firm fixed-price solicitations/contracts requiring payment and/ performance bonds.

(b) Use the basic clause with its Alternate I in indefinite quantity solicitations/contracts.

(c) Use the basic clause with its Alternate II in combination firm fixed-price/indefinite quantity solicitations/contracts.

(d) Use the basic clause with its Alternate III in requirements solicitations/contracts.

5252.228-9305 Notice of Bonding Requirements. As prescribed in 28.102-3-100(a), insert the following clause:

NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within _____ days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

____ A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

____ A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run ____ days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed. (End of clause)

ALTERNATE I – As prescribed in 28.102-3-100(b), for indefinite quantity solicitations, substitute "contract price" in the basic provision with "the price payable for the contract guaranteed minimum".

ALTERNATE II – As prescribed in 28.102-3-100(c), for combination firm fixed-price/indefinite quantity solicitations where the firm fixed-price portion constitutes the guaranteed minimum, replace "contract price" in the basic provision with "the price payable for the firm fixed-price portion". Where the firm fixed-price portion and a percentage of the indefinite quantity portion will constitute the guaranteed minimum, substitute "contract price" in the basic provision with "the price payable for the firm fixed-price portion and the guaranteed minimum amount of the IQ portion".

ALTERNATE III - As prescribed in 28.102-3-100(d), for requirements solicitations, substitute "contract price" in the basic provision with "the price payable for the estimated quantity".

(34)-Prescription: 28.101-2-100 NAVFAC provisions or contract clauses.

(b) Use the clause at 5252.228-9306, Performance Guarantee, in all solicitations/contracts when work will be performed at U.S. installations in Italy to allow the bidder to select which type of performance guarantee to furnish.

5252.228-9306 Performance Guarantee. As prescribed in 28.101-2-100(b), insert the following clause:

PERFORMANCE GUARANTEE (JUN 1994)

Submittal Time. The bidder whose bid is accepted shall furnish a performance guarantee within ten (10) days after the contract forms are presented to him for signature. If he fails to give such guarantee within ten (10) days, his contract may be terminated for default. In such event he shall be liable for any cost of procuring the work which exceeds the amount of his bid and the bid guarantee shall be available toward offsetting such difference.

Form of Performance Guarantee. The bidder whose bid is accepted shall furnish a performance guarantee in the form of a cashier's check to the order of the (Office Designated for Contract Administration) in the amount of eight percent (8%) of the contract price, which will be cashed and deposited in the account of the U. S. Government. The performance guarantee shall take effect upon the date of signature of the contract and remain valid and irrevocable until one (1) year after the work has been finally inspected and accepted by the Government. However, upon acceptance of all work by the Government, the Contractor may, with the approval of the Contracting Officer, replace this guarantee with a reduced guarantee in the amount of four percent (4%) of the then existing contract price, with modifications, if any. Such replacement guarantee will then remain in effect for one year after the final acceptance of the work by the Government.

Optional Performance Bond. In lieu of a performance guarantee in the above stated form of a cashier's check, the Contractor may submit a performance bond in which the Contractor and the surety obligate themselves in the amount of ten percent (10%) of the contract price, that the Contractor shall undertake the performance of the contract and that said performance bond ensures the fulfillment of all agreements contained in the contract.

a. The bond shall be from a registered bank, bonding firm, or registered insurance firm approved by the Contracting Officer.

b. The bond shall be of the U. S. standard type or of another approved type and shall include the following concepts: (1) name of Surety and name of agent signing in behalf of Surety; (2) name of Principal; (3) a statement that the Principal and Surety are firmly bound on the United States of America in the penal sum of the bond; (4) Contract number; (5) Penal sum of bond and the statement "This bond will be in force until the Contracting Officer of the above-cited Contract authorized cancellation of the bond"; and (6) date of issuance of bond and signature of Surety's agent. (End of clause)

(35)-Prescription: 29.402-100 NAVFAC contract clauses.

(a) Use the clause at 5252.229-9302, Consumption Tax Exemption Procedures on Purchase of Goods and Services by the United States Armed Forces in Japan (Japanese Law No. 108, 1988), in solicitations/contracts when work will be performed at U.S. installations in Japan. Use this clause in addition to FAR clause 52.229-7, Taxes—Fixed-Price Contracts with Foreign Governments.

5252.229-9302 Consumption Tax Exemption Procedures on Purchase of Goods and Services By the United States Armed Forces in Japan [Japanese Law No. 108, 1988]. As prescribed in 29.402-100(a), insert the following clause:

CONSUMPTION TAX EXEMPTION PROCEDURES ON PURCHASE OF GOODS AND SERVICES BY THE UNITED STATES ARMED FORCES IN JAPAN [JAPANESE LAW NO. 108, 1988] (JUN 1994)

(a) The Consumption Tax Law (Law No. 108, 1988) was enacted in the Diet of Japan on 24 December 1988, and applied from April 1, 1989. The Government of Japan (GOJ) and the United States Government (USG), in accordance with paragraph 3, Article XII, of the "The Agreement Under Article VI of the Treaty of Mutual Cooperation And Security Between Japan And The United States of America Regarding Facilities And Areas And The Status of United States Armed Forces In Japan" (SOFA), have agreed upon procedures for exempting the United States from the Consumption Tax on the following transactions upon appropriate certification:

(1) Goods and services purchased in Japan for official purposes of the U. S. Armed Forces by the U. S. Armed Forces or its authorized procurement agencies;

(2) Goods and services purchased in Japan, by persons, including corporations, who are designated by the USG in accordance with the provisions of paragraphs 1 and 2, Article XIV of the SOFA (Article XIV Contractors), solely for the purpose of performing the business of construction, maintenance or operation under the contract for construction, etc., for use by the U. S. Armed Forces, or film and gasoline purchased in Japan by Article XIV Contractors solely for the business activities described above.

(b) The underlying objective is to obtain the full amount of the exemption from the tax on U.S. Forces procurements immediately at the time of purchase, and at the same time give the Contractor a proof of purchase document, acceptable to GOJ tax authorities, which he/she can present to the tax authorities to obtain a tax credit and/or refund for tax already collected and paid by previous sellers.

(c) By the submission of their offer, the offeror certifies that Japanese consumption tax is not part of the bid price, nor will it be a part of any subsequent modification to the contract. Procedures for Contractors to obtain a consumption tax credit are described in a handbook that may be obtained from the Procuring Contracting Office. (End of clause)

(36)-Prescription: 29.402-100 NAVFAC contract clauses.

(b) (1) Use the clause at 5252.229-9304, Tax Relief, in solicitations/contracts when work will be performed at U.S. installations in Italy. Use this clause in addition to FAR clause 52.229-7, Taxes—Fixed-Price Contracts with Foreign Governments.

(2) Use Alternate I if contract performance is in Spain.

(3) Use Alternate II if contract performance is in Greece.

5252.229-9304 Tax Relief. As prescribed in 29.402-100(b)(1), insert the following clause:

TAX RELIEF (JUN 1994)

(a) Price contained in the bids are exclusive of all taxes and duties which the U. S. Government is exempted from by virtue of any tax agreements between the U. S. Government and the Contractor's Government. Relief from Italian taxes and duties for the Prime Contractor only is provided in accordance with an Agreement of 5 March 1952 between the Government of the United States of America and Italy. The Contractor's obligation to pay the tax or duty is not removed by the Agreement; however, the Contractor may obtain relief from certain taxes and duty by contacting the Italian Ministry of Industry. With reference to the value added tax (IVA) which became effective in Italy on 1 January 1973, Article 72 of the IVA implementing decree authorizes an exemption from the total accumulated amount of IVA tax on all goods supplied and services rendered to U. S. military commands, provided, however, that the United States of America shall not be liable for the interest on any such sums accruing to the Contractor under such agreement because of delay or failure on the part of the Italian Government to pay such refunds.

(b) Use of AE 302 forms is hereby authorized. The purpose of the AE 302 procedure is to obtain exemption from taxes and custom duties which the U. S. Government and Government of Italy have agreed shall not be applicable to defense purchases by or on behalf of the U. S. Forces in Italy. Signature on the AE 302 form by an authorized U. S. official only represents certification that the goods and materials imported into Italy are solely for the use of the U. S. Forces; this signature does not and is not intended to alter the other terms and conditions of this contract, including the terms concerning transfer of title of the goods and materials. <u>USE OF THE AE 302 PROCEDURES SHALL NOT BE CAUSE TO ASSERT ANY CLAIM, INCLUDING DELAYS INCIDENT TO OBTAINING U. S. AUTHORIZED OFFICIALS TO CERTIFY THE AE 302 FOR EACH SHIPMENT.</u> (End of clause)

ALTERNATE I (JUN 1994). As prescribed in 29.402-100(b)(2), substitute the following paragraph for the basic clause:

By terms of the Agreement between the Government of Spain and the Government of the United States, the operations and expenditures of Contractors, their material suppliers and certain of their subcontractors made pursuant to a contract with the Government of the United States are relieved of Spanish taxation. These tax exemptions include but are not limited to import duties, transaction taxes, provincial and municipal taxes. In this connection, bidders are advised to consider Royal Decree

669/1986 dated 21 March, which governs the matter of Value Added Tax exemption. An allowance for taxes which are properly assessable by the Government of Spain will be deemed to have been included in any bid submitted and the resulting contract price. See "TAXES - FOREIGN FIXED-PRICE CONTRACT" of the contract clauses for the Contractor's warranty regarding the inclusion of taxes in the contract price. (End of clause)

ALTERNATE II (JUN 1994). As prescribed in 29.402-100(b)(3), substitute the following paragraph for the basic clause.

The U.S. Government is exempt from Greek taxes as described in applicable agreements between the two countries. Article 22 of the January 1987 Greek Tax Law describes tax exempt organizations. Article 27 of the Tax Law details procedures for Contractors to use to obtain reimbursement for taxes paid doing business for tax exempt organizations. Inquiries regarding this tax law should be directed to the appropriate office within the Government of Greece. Value Added Tax is not reimbursable by the U.S. Government under the contract to be issued pursuant to this solicitation. Imported goods may be consigned directly to the U.S. Government if it alleviates requirement to pay custom duties. (End of clause)

(37)-Prescription: 32.111-100 NAVFAC contract clauses.

(a) Use the clause at 5252.232-9300, Contractor Accounting System--Segregation of Costs, in solicitations/contracts when the contractor is required to segregate costs for payment.

5252.232-9300 Contractor Accounting System--Segregation of Costs. As prescribed in 32.111-100(a), insert the following clause:

CONTRACTOR ACCOUNTING SYSTEM--SEGREGATION OF COSTS (JUN 1994)

The Contractor shall employ an accounting system for this contract to identify and record site specific costs on a site specific activity basis. Site specific cost documentation must be readily retrievable and sufficiently identifiable to enable cross-referencing with payment vouchers.
(End of clause)

(38)-Prescription: 32.7004 (DFARS) Contract clause.

Except as provided in DFARS 232.7002(a), use a clause substantially the same as 5252.232-9301 Invoicing Procedures Electronic in all solicitations and contracts.

5252.232-9301 Invoicing Procedures Electronic. As prescribed in 32.7004 insert a clause substantially the same as the following:

INVOICING PROCEDURES ELECTRONIC (FEB 2009)

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This web-based system, located at https://wawf.eb.mil, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at http://wawftraining.com. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at http://acquisition.navy.mil/navyaos/content/view/full/3521/. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988. Once the company’s CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at https://wawf.eb.mil.

(d) The contractor shall use the following document type, DODAAC codes with corresponding extensions, and inspection and acceptance locations when submitting invoices in WAWF:

Initial Document Creation requires the following:	
Contract Number	Fill In
Delivery Order Number	Fill In
Cage Code/Ext	Fill In
Pay DoDAAC	Fill In
Document Type	Fill In (pick one of the following, deleting this statement and any information outside the quotation) 'Invoice and Receiving Report (Combo)' for a supply contract. 'Invoice as 2-in-1 (Services Only)' for contracts paid through DFAS Columbus OH via MOCAS entitlement system, contracts with funded CLINs. 'Navy Construction / Facilities Management Invoice' for contracts that have funded SLINs paid using a WAWF DFAS STARS ONE-PAY entitlement system.
On the WAWF "Header Tab" the following is required:	
Issue Date	Fill In
Issue By DoDAAC	Fill In
Admin By DoDAAC	Fill In
Inspect By DoDAAC/Ext	Fill In
Ship To Code/Ext or Service Acceptor or Accept By DoDAAC/Ext	Fill In
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDAAC/Ext	Fill In
Once Submitted, select "Send More Email Notifications"	
Inspector Email Address	Fill In, if applicable or specify “Not Applicable”
Accountable Official Email Address	Fill In, if applicable or specify “Not Applicable”
Operations Assistant (OA) Email Address	Fill In, if applicable or specify “Not Applicable”
Activity Fund Administrator email Address	Fill In, if applicable or specify “Not Applicable”

The NAVFAC WAWF point of contact for this contract is Fill In Your POC and can be reached at Fill In Email or Fill In Phone.

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "_" which is an acceptable character. There is NO maximum to the number of files that can be attached to an invoice, however EACH file is limited to a maximum file size UNDER 2 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to "Send More Email Notifications." Select "Send More Email Notification" and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the WAWF helpdesk at 866-618-5988 or the NAVFAC WAWF point of contact identified above in section (d).

(End of clause)

(39)-Prescription: 36.609-100 NAVFAC contract clauses.

(a) Use the clause at 5252.236-9300, Limitations on Authority of Architect-Engineer, in architect-engineer solicitations/contracts that require post construction award services. This clause shall be used in addition to the clause at DFARS 252.236-7009.

5252.236-9300 Limitations On Authority Of Architect-Engineer. As prescribed in 36.609-100(a) insert the following clause:

LIMITATIONS ON AUTHORITY OF ARCHITECT-ENGINEER (JUN 1994)

Unless specific exceptions are established by a written instruction issued by the Contracting Officer, the architect-engineer firm:

(a) Shall not authorize any deviation from the construction contract documents or approve any substitute materials or equipment.

(b) Shall not exceed limitations on the Government's authority as set forth in construction contract documents.

(c) Shall not undertake any of the responsibilities of the contractor, subcontractors, construction Contractor's Superintendent or Contractor Quality Control Representative.

(d) Shall not expedite or accelerate the work of construction contractor and subcontractors.

(e) Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in construction contract documents.

(f) Shall not authorize or advise users to occupy projects in whole or in part, unless agreed to by the Contracting Officer. (End of clause)

(40)-Prescription: 36.5100 NAVFAC provision and contract clauses.

(a) Use the clause at 5252.236-9301, Special Working Conditions and Entry to Work Area, in solicitations/contracts for construction work to be performed in and around secured areas or ammunition depots and magazines.

252.236-9301 Special Working Conditions and Entry to Work Area. As prescribed in 36.5100(a), insert the following clause:

SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (OCT 2004)

The Government under certain circumstances may require denial of entry to the work areas under this contract where the Contractor's work or presence would constitute a safety or security hazard to ordnance storage or handling operations. Restrictions covering entry to and availability of the work areas are as follows:

(a) Entry. Entry to work areas located within the special Security Limited areas, defined as those work areas located within the existing security fence, can be granted subject to special personnel requirements as specified herein and to other normal security and safety requirements. Complete denial of entry to the Limited Area may be required during brief periods of one to two hours (normally) and on rare occasions of two to four hours. For bidding purposes, the Contractor shall assume denial of entry to the work areas in the Limited Area of six 2-hour denials and one 4-hour denial per month.

(b) Vehicle Delay. The Contractor shall also assume for bidding purposes that, in addition to site denial, each vehicle and/or unit of construction equipment will be delayed during each movement through the security gate, both entering and leaving the limited area. Delays will average _____.

(c) Operational Considerations. To reduce delay time while preserving required security, the following points should be considered in operational planning:

(1) Vehicle Search. Security regulations required that all vehicles, when authorized to enter the Limited Area be thoroughly searched by guard force personnel. Such a search will be required for all vehicle/ construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the Limited Area after initial entry has been made. For the period of time authorized the vehicle/equipment left in the Limited Area will be assigned parking areas by the Contracting Officer. The vehicle/equipment must be secured as specified in paragraph entitled "SECURITY REQUIREMENTS." The intent is to reduce the Contractor loss of time at the security gate. No private vehicles will be allowed to enter the Limited Area.

(2) Delivery Vehicles. Guard force personnel will inspect vehicles delivering construction materials while the driver is being processed for entry into the Limited Area. A Security Escort will then escort the driver and vehicle in the Limited Area. To provide this service, delivery schedules should be promulgated in advance and vendors made aware that a reasonable delay can be expected if delivery is other than the time specified. Deliveries after 1600 hours will not be allowed entry into the Limited Area without prior approval of the Physical Security Officer. (End of clause)

(41)-Prescription: 36.609-100 NAVFAC contract clauses.

(b) Use the clause at 5252.236-9302, Architect-Engineer Contracts for Consultation and Advice, in all architect-engineer solicitations/contracts that require consultation services during construction.

5252.236-9302 Architect-Engineer Contracts For Consultation and Advice. As prescribed in 36.609-100(b), insert the following clause:

ARCHITECT-ENGINEER CONTRACTS FOR CONSULTATION AND ADVICE (JUN 1994)

In addition to the services required by any other contract provisions, the Contractor shall provide work-days of general engineering services and consultation at the construction site or at such other locations as the Government may desire, when and as required by the Contracting Officer during the course of construction. (End of clause)

(42)-Prescription: 36.5100 NAVFAC provision and contract clauses.

(b) Use the clause at 5252.236-9303, Accident Prevention, in all solicitations/ contracts for construction and dismantling, demolition or removal of improvements. Use this clause in addition to FAR clause 52.236-13, Accident Prevention.

5252.236-9303 Accident Prevention. As prescribed in 36.5100(b), insert the following clause:

ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

(1) submit in writing his proposals for effectuating provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program. (End of clause)

(43)-Prescription: 36.5100 NAVFAC provision and contract clauses.

(c) Use the clause at 5252.236-9304, Utilities for Construction and Testing, in lieu of FAR clause 52.236-14, Availability and Use of Utility Services, in fixed-price solicitations/contracts for construction, dismantling, demolition or removal of improvements when utilities are to be contractor-furnished.

5252.236-9304 Utilities For Construction and Testing. As prescribed in 36.5100(c), insert the following clause:

UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used. (End of clause)

(44)-Prescription: 36.5100 NAVFAC provision and contract clauses..

(d) Use the clause at 5252.236-9305, Availability of Utilities, in all fixed-price solicitations/contracts for construction and dismantling, demolition or removal of improvements that include FAR clause 52.236-14.

5252.236-9305 Availability of Utilities. As prescribed in 36.5100(d), insert the following clause:

AVAILABILITY OF UTILITIES (JUN 1994)

When available, the Government will furnish reasonable amounts of the following utilities for the work to be performed under this contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the OIC. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

Electric - Water - Compressed Air

Contractor Furnished Utilities. In the event that the Government is unable to provide the required types of utilities, the Contractor shall, at his expense, arrange for the required utilities.

Contractor Energy Conservation. The Contractor shall be directly responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions which preclude the waste of utilities, which shall include:

a. Lights shall be used only in areas where and at the time when work is actually being performed.

b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.

c. Water faucets or valves shall be turned off after the required usage has been accomplished.

Telephone Lines. Telephone lines for the sole use of the contractor will not be available. Government telephones shall not be used for personal reasons.

Contractor Availability. The contractor shall maintain a telephone at which he or his representative may be reached 24 hours daily. The telephone shall be listed in the contractor's name. If the contractor does not have a local telephone, he shall maintain a toll free emergency telephone (or accept collect calls from authorized Government personnel) at which he or his representative may be reached at night, weekends and holidays. It is mandatory that the contractor or his representative be available to a toll-free telephone 24 hours per day, seven days per week, including holidays. He shall notify the OIC in writing of the mailing address and telephone number within three days after award of this contract and immediately thereafter in the event of change. (End of clause)

(45)-Prescription: 36.609-100 NAVFAC contract clauses.

(c) Use the clause at 5252.236-9307, Drawings Prepared by an Architect-Engineer, in architect-engineer solicitations/contracts to be performed outside the United States.

5252.236-9307 Drawings Prepared By an Architect-Engineer. As prescribed in 36.609-100(c), insert the following clause:

DRAWINGS PREPARED BY AN ARCHITECT-ENGINEER (JUN 1994)

The engineer or architect signing the drawings must be registered in the country of record for the architect-engineer firm or the country of the proposed construction -- as a Professional Engineer (P.E.) or Registered Architect (R.A.). In addition, the drawings shall be signed by a responsible person of corporate status in the architect-engineer firm and stamped with his/her registration seal when the seal is authorized by the country where the project is to be constructed. (End of clause)

(46)-Prescription: 36.5100 NAVFAC provision and contract clauses.

(e)Use the provision at 5252.236-9308, Information Concerning Cost Limitations, in solicitations when the provision at DFARS 252.236-7006 is used.

5252.236-9308 Information Concerning Cost Limitations. As prescribed in 36.5100(e), insert the following provision:

INFORMATION CONCERNING COST LIMITATIONS (JUN 1994)

The Navy has available _____ for the award of this contract. Proposals in excess of this amount will not be considered. Proposers should prepare their proposals so as to permit award at a price within the cost limitation. The Basis of Award is specified in paragraph. The type of construction, materials and physical amenities provided for any type unit, including senior officer and flag officers, shall be generally similar to those

proposed for any other unit in the project and that the cost per net square foot to the 5 foot line of all units in the project be approximately the same. (End of provision)

(47)-Prescription: 36.609-100 NAVFAC contract clauses.

(d) Use the clause at 5252.236-9309, Key Personnel, in architect-engineer solicitations/contracts when contractor personnel are key for performance of the contract and/or were a factor in the selection process.

5252.236-9309 Key Personnel. As prescribed in 36.609-100(d), insert the following clause:

KEY PERSONNEL (JUN 1994)

The Architect-Engineer (A-E) shall employ the following professional personnel to perform the services required under this contract. Prior to starting work, the A-E will forward to the Contracting Officer a resume for the individual(s) assigned to each discipline to be utilized. No substitution will be made without the advance written approval of the Contracting Officer, after he has reviewed the proposed replacement's experience and qualifications record submitted by the architect-engineer firm with explanation of the necessity for the change. No increase in salary rates will be allowed when personnel substitution is authorized.

DISCIPLINE NAME JOB TITLE

(End of clause)

(48)-Prescription: 36.5100 NAVFAC provision and contract clauses.

(f) (1) Use the clause at 5252.236-9310, Record Drawings, or its alternate as appropriate in solicitations/contracts when record drawings are required.

(2) Use the clause with its Alternate I when as-built drawings are not required.

(3) Use the clause with Alternate II as appropriate in Design-Build solicitations/contracts when record drawings are required.

5252.236-9310 Record Drawings. As prescribed in 36.5100(f)(1), insert the following clause:

RECORD DRAWINGS (OCT 2004)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the final government-accepted drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also

be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends, and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer. (End of clause)

ALTERNATE I (JUN 1994). As prescribed in 36.5100(f)(3), when as-built drawings are not required, substitute the following paragraph for the basic clause:

Record drawings will not be required.

ALTERNATE II (OCT 2004) as prescribed in 36.5100(g)(1), when a Design-Built contract is used replace with the following:

"Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer."

with the following:

The Contractor shall deliver the marked up drawings to the Designer of Record who shall incorporate all as-built modifications into the electronic design drawings. Final payment shall not be made until the as-built electronic design drawings are delivered to the Contracting Officer. (End of clause)

(49)-Prescription: 36.5100 NAVFAC provision and contract clauses.

(g) Use the clause at 5252.236-9312, Design-Build Contract Order of Precedence, as required in solicitations/contracts.

5252.236-9312 Design-Build Contract – Order of Precedence. As prescribed in 36.5100(g), insert the following clause:

DESIGN-BUILD CONTRACT – ORDER OF PRECEDENCE
(AUG 2006)

(A) In the event of conflict or inconsistency between any of the below described portions of the conformed contract, precedence shall be given in the following order:

(1) Any portions of the proposal or final design that exceed the requirements of the solicitation.

(a) Any portion of the proposal that exceeds the final design.
(b) Any portion of the final design that exceeds the proposal.
(c) Where portions within either the proposal or the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.

(2) The requirements of the solicitation, in descending order or precedence:

(a) Standard Form 1442, Price Schedule, and Davis-Bacon Wage Rates.
(b) Part 1 – Contract Clauses.
(c) Part 2 – General Requirements.
(d) Part 3 – Project program Requirements.
(e) Part 6 – Attachments (excluding Concept Drawings).
(f) Part 5 – Prescriptive Specifications exclusive of performance specifications.
(g) Part 4- Performance Specifications exclusive of prescriptive specifications.
(h) Part 6 – Attachments (Concept Drawings).

(B) Government review or approval of any portion of the proposal or final design shall not relieve the contractor from responsibility for errors or omissions with respect thereto. (End of clause)

(50)-Prescription: 36.5100 NAVFAC provision and contract clauses.

(i) Use the clause at 5252.236-9313, Design-Build Contract - Incorporation of Designer-of-Record Final Design, in all design-build solicitations/contracts. The clause allows for either a single Designer of Record (DOR) signed and stamped final design submission to be submitted by the Contractor or, for fast track design-build, DOR signed and stamped design submissions for definable portions of the work. Fast track design-build allows the Contractor to submit a Designer of Record (DOR) signed and stamped design submission for a portion of the work and then to proceed with that work prior to completion of the remainder of the design.

5252.236-9313 Design-Build Contract - Incorporation of Designer-of-Record Final Design (Jul 2008). As prescribed in 36.5100(i), insert the following clause:

DESIGN-BUILD CONTRACT – INCORPORATION OF DESIGNER OF RECORD FINAL DESIGN (JUL 2008)

Upon Government receipt and acceptance of the Designer of Record signed and stamped final design submission for all work, a no-cost unilateral modification shall be issued to incorporate the final design into the contract.

If the Contractor is authorized to proceed with portions of the work prior to the completion of a final design for all work, a no-cost unilateral modification shall be issued for each Government accepted Designer of Record signed and stamped design submission for each portion of the work in order to incorporate that design submittal into the contract. (End of clause)

(51)-Prescription: 37.1003 Solicitation provision and contract clauses.

(a) Use the clause at 5252.237-9300, Schedule of Deductions; in all facilities support services solicitations/contracts.

5252.237-9300 Schedule of Deductions. As prescribed in 37.1003(a), insert the following clause:

SCHEDULE OF DEDUCTIONS (NOV 1998)

(a) Within fifteen (15) days after the contract award, the successful Contractor shall provide an acceptable Schedule of Deductions for the base period and each option year of the contract. No work may commence until such Schedule of Deductions is approved by the Contracting Officer. The total of the Schedule of Deductions must equal the amount entered in Contract Line Item _____ [fill in blank]. If for any reason this contract is modified, including the exercise of an option, and the modification affects the schedule of deductions, the contractor shall submit a revised schedule of deductions within fifteen (15) days of the date of the modification. Prices shown in the Schedule of Deductions will be utilized in conjunction with the "CONSEQUENCES OF THE CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICE" clause in making deductions to the contract price for nonperformed or unsatisfactory work.

(b) Unbalancing in the Schedule of Deductions submitted shall be the cause for withholding approval and requiring resubmittal of a balanced schedule. The Contractor's failure to provide an approved Schedule of Deductions shall be grounds for TERMINATION FOR DEFAULT. The Government reserves the right to unilaterally establish a Schedule of Deductions in the event the successful Contractor fails to present the Schedule of Deductions within fifteen (15) calendar days of the date of contract award or presents a Schedule of Deductions, which is unbalanced or materially deficient. The approved Schedule of Deductions shall be part of the contract. DO NOT SUBMIT the Schedule of Deductions with the offer. (End of clause)

(52)-Prescription: 37.1003 Solicitation provision and contract clauses.

(b) Use the clause at 5252.237-9301, Substitutions of Key Personnel in all facilities support solicitations/contracts when a fixed price contract is contemplated and personnel are key to performance of the contract and/or were a factor in the selection process.

5252.237-9301 Substitutions of Key Personnel. As prescribed in 37.1003(b), insert the following clause:

SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution. (End of clause)

(53)-Prescription: 37.1003 Solicitation provision and contract clauses.

(c) Use the provision at 5252.237-9302, Site Visit, in all facilities support solicitations. This provision is to be used in addition to FAR provision 52.237-1.

5252.237-9302 Site Visit. As prescribed in 37-1003(c), insert the following provision:

SITE VISIT (JUL 1995)

(a) The site will be available for visitation at (indicate hours and days the site of work will be available to potential bidders/offerors).

OR

(a) Arrangements to visit the site may be made by contacting (insert contact point) during regular working hours at (insert telephone number). Site visits are restricted to regular working hours.

(b) Visitors may be required to present documentation evidencing personal identification and firm affiliation. (End of clause)

(54)-Prescription: 42.570-100 NAVFAC contract clauses.

(a) Use the clause at 5252.242-9300, Government Representatives, in all solicitations/contracts. Use this clause in addition to DFARS clause 252.201-7000, Contracting Officer's Representative.

5252.242-9300 Government representatives. As prescribed in 42.570-100(a), insert the following clause:

GOVERNMENT REPRESENTATIVES (OCT 1996)

The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

_____The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

_____The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

_____The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration. (End of clause)

(55)-Prescription: 42.570-100 NAVFAC contract clauses.

(b) Use the clause at 5252.242-9305 Pre-Performance Conference, in all solicitations/contracts requiring a pre-performance conference

5252.242-9305 Pre-Performance Conference. As prescribed in 42.570-100(b), insert the following clause:

PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within ____ days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work. (End of clause)

(56)-Prescription: 45.106-100 NAVFAC clauses.

(a) Use the clause at 5252.245-9300; Government-Furnished Property, Materials and Services, in facilities support solicitations/contracts. This clause is to be used in addition to the clause at FAR 52.245-1.

5252.245-9300 Government-Furnished Property, Materials and Services. As prescribed in 45.106-100(a), insert the following clause:

GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES (FEB 2009)

In accordance with FAR clause 52.245-1, Government Property (JUN 2007), Section I, the Government will provide the Contractor the use of Government-owned **!MODIFY AS REQUIRED!** facilities, equipment, materials, and utilities for use only in connection with this contract. All such facilities, equipment, and materials will be provided in "as is" condition and their use is at the option of the Contractor. The use of Government-furnished property and services for other purposes is prohibited.

(a) Government-Furnished Facilities. The Government will furnish or make available to the Contractor the facilities described in Attachment J-C. The Contractor shall be responsible and accountable for such facilities accepted for use and shall take adequate precautions to prevent fire hazards, odors, and vermin. Janitorial and refuse collection services for Government-furnished facilities shall be provided by the Contractor. The Contractor shall obtain written approval from the Contracting Officer prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government will be made at the expense of the Contractor. At the completion of the contract all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear.

(b) Government-Furnished Equipment. The Government will provide the Contractor the use of existing and available Government-owned equipment as listed in Attachment J-C__.

(1) The Contractor shall provide periodic servicing, maintenance, and repair of the equipment accepted for use. Servicing, maintenance, and repair shall be provided in accordance with the manufacturer's recommendations, and records of all work performed shall be maintained and made available to the Contracting Officer upon request.

(2) The total or partial breakdown or failure of the Government-furnished equipment shall not relieve the Contractor of responsibility to fully perform the work of the contract. Upon completion or termination of the contract, all Government-owned equipment shall be returned to the Government in the same condition as received, except for normal wear and tear. Equipment which becomes worn out due to normal wear and tear shall be returned to the Government and its replacement shall be the responsibility of the Contractor at no additional cost to the Government. The Contractor shall be responsible for the cost of any repairs or replacement caused by negligence or abuse.

(3) The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work under this contract to determine the exact number and serviceability of Government-furnished equipment. The Contractor shall then certify the findings of this inventory, assume accounting responsibility, and subsequently report inventory discrepancies to the Contracting Officer. Government-furnished equipment shall not be removed from the military base/facility unless approved by the Contracting Officer in writing.

(c) Government-Furnished Material. The Government will furnish the material described in Attachment J-C__ to the Contractor on a one-time basis. The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work to determine the exact amount and serviceability of Government-furnished materials. The Contractor shall then certify the findings of this inventory, assume accounting responsibility for all materials accepted for use, and provide documentation supporting issue/use of such material. Upon depletion of material provided to the Contractor by the Government, the Contractor shall furnish all material to perform the work of the contract, except as otherwise specified herein. Upon completion or termination of this contract a second joint inventory shall be conducted, if necessary, of all unused Government-furnished materials. The Contractor shall be held liable for all materials which cannot be accounted for by issue/use documentation.

(d) Availability of Utilities. The Government will furnish (indicate utilities provided such as electricity, steam, natural gas, fresh water, and sewage services) at existing outlets for use in those facilities provided by the Government, and as may be required for the work to be performed
under the contract. Information concerning the location of existing outlets may be obtained from the Contracting Officer. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

(1) Utilities specified above will be furnished at no cost to the Contractor

OR-

(1) The Contractor shall pay for utilities consumed and shall, at its expense, install meters as required by the Contracting Officer to measure consumption of utilities

provided by the Government. Rates for reimbursement to the Government of metered utilities will be list the rates of reimbursement per type of service provided.

(2) A restricted telephone line (USOC Class RS4) for on base calls will be provided by the Government at no cost to the Contractor. The Contractor shall install commercial telephone service, and all service and toll charges shall be paid for by the Contractor.

(e) Availability of Services. The Government will/will not provide custodial services and/or refuse collection from existing collection points. Attachment J-C___ contains a listing of the services provided by the government. If the Government does not provide refuse collection, the contractor will be required to dispose of all garbage and other waste materials generated by his work at a licensed off site landfill. (End of clause)

(57)-Prescription: 45.106-100 NAVFAC clauses.

(b) Use the clause at 5252.245-9302, Limited Assumption of Risk by Government, in all construction solicitations/contracts that will be performed at or near ammunition depots or magazines when it is determined that the government will assume part of the risk.

5252.245-9302 Limited Assumption of Risk By Government. As prescribed in 45.106-100(b), insert the following clause:

LIMITED ASSUMPTION OF RISK BY GOVERNMENT (JUN 1994)

(a) Title of all work in place shall be in the Government, and title to all property intended for incorporation in the work shall vest in the Government upon delivery thereof to the site of the work. The term "Government-owned property" as used in this clause refers to such work in place and to such other property as to which title has vested in the Government and includes any property furnished or rented to the Contractor by the Government. Upon completion of the work, any such Government-owned property not a part of the work (except property rented to, or furnished without charge to the Contractor by the Government) shall become the property of the Contractor. The vesting of title in the Government, as provided in this paragraph, shall in no way relieve the Contractor of any obligations otherwise provided in this contract in respect to such Government-owned property except as expressly stated in paragraph (b) of this clause.

(b) The Contractor represents that the contract price does not include the cost of insurance, nor any provision for a reserve, covering the risk assumed by the Government under this paragraph. The Government assumes the risk of loss or damage to such Government-owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of Government-owned or controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which Contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

(c) In the event of loss or damage to Government-owned property resulting from the risk assumed by the Government hereunder, the Contracting Officer shall determine whether, and to what extent, such property shall be rebuilt, repaired or replaced by the Contractor or otherwise. Should this determination cause an increase or decrease in the cost of doing the work under this contract or time required for its performance, an equitable adjustment shall be made as provided in the changes clause of the contract.

(d) The provisions contained in the statement of work under "Permits and Responsibilities," are to be deemed modified by this clause only to the extent required to give effect to the limited assumption of risk provided in this clause. (End of clause)

(58)-Prescription: 46.407-100 NAVFAC contract clauses.

(a) (1) Use the clause at 5252.246-9303, Consequences of Contractor's Failure to Perform Required Services, in all firm fixed-price and firm fixed-price/indefinite quantity solicitations/contracts for facilities support services.

(2) The clause with its Alternate I may be used in family housing maintenance contracts to specify additional liquidated damages the Government may assess when a contractor fails to complete change of occupancy maintenance within the time period allowed.

5252.246-9303 Consequences of Contractor's Failure To Perform Required Services. As prescribed in 46.407-100(a)(1), insert the following clause:

CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES (OCT 2004)

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, INSPECTION OF SERVICES - FIXED PRICE and the Section E provision entitled GOVERNMENT PERFORMANCE ASSESSMENT. The Government will require re-performance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work. When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

(a) PROCEDURES. In the case of unsatisfactory or non-performed work, the Government:

(1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for non-performed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within _____ hours of notice to the Contractor. In the case of other work, corrective action must be

completed within _____ hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of _____ percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of _____ percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of _____ percent of the computed cost.

(b) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(c) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.249-8, DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) of Section I and all other remedies for default as may be provided by law.

(d) When WATCHSTANDING SERVICES apply. If the Contractor fails to provide qualified personnel or allows any post to be unmanned for a total of _____ minutes in any shift, the Government may assign other persons to perform such work or withhold payment as specified below;

(1) When Watchstanding Services are performed by Government employees, withholdings shall be computed based on the current Federal Pay Schedule including wages, retirement and fringe benefits of the Government employees (civilian or military) who actually performed the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of _____ percent of the computed cost.

(2) When non-performed Watchstanding Services are obtained under another contract, the Government will withhold an amount equal to the cost to the Government under that contract. In addition, the Government can assess liquidated damages, as referenced above, in the amount of _____ percent of the cost.

(3) If no guard replacement is furnished by the Government and the work is not performed, the Government will withhold an amount equal to the cost to the Government of having a Government employee perform the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of _____ percent of the computed cost.

(4) The Contractor will be held liable for property losses sustained by the Government as a direct, consequential result of a failure to furnish the required personnel.

(5) Computations of the costs for Government employees to perform work not performed by the Contractor shall be in conformance with FAR 52.222-42, STATEMENT OF EQUIVALENT RATE FOR FEDERAL HIRES.

ALTERNATE I (APR 1999). As prescribed in 46.407-100(a)(2) and 11.502(d), for military family housing maintenance, the following paragraph (e) may be added to the basic clause:

(e) **Change of Occupancy Maintenance (COM)**. In the event the contractor fails to complete change of occupancy maintenance within the number of days allowed, the Government may assess the COM liquidated damages shown below in addition to the liquidated damages set forth above. COM liquidated damages are based on the prevailing average daily Basic Allowance for Quarters (BAQ) with dependents, plus the average Variable Housing Allowance (VHA). Current applicable rates are shown below; however, actual charges shall be based on the prevailing rates in effect at the time.

COM Liquidated Damages	
Type of Unit	LDs Per Calendar Year
F&GOQ (Flag and General Officers' Quarters	*
SOQ (Senior Officers' Quarters	*
FGQ (Field Grade Officers' Quarters	*
CGO (Company Grade Officers' Quarters	*
SE (Senior Enlisted Quarters)	*
JE (Junior Enlisted Quarters)	*

* Insert appropriate daily rates for each type of quarters listed.

(59)-Prescription: 46.407-100 NAVFAC contract clauses.

(b) Use the clause at 5252.246-9304, Estimating the Price of Nonperformed or Unsatisfactory Work, in all firm fixed-price/indefinite delivery solicitations/contracts for facilities support services.

5252.246-9304 Estimating the Price of Nonperformed or Unsatisfactory Work. As prescribed in 46.407-100(b), insert the following clause:

ESTIMATING THE PRICE OF NONPERFORMED OR UNSATISFACTORY WORK (OCT 2004)

In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the Government, estimating methods may be used to determine an amount, which reflects the reduced value of services performed. The Government may estimate the cost using wage rates and fringe benefits included in the wage determinations included

in the contract, Government estimates of the Contractor's overhead and profit rates, and Government estimates of material costs if applicable. Liquidated damages, to compensate the Government for administrative costs and other expenses resulting from the non-performed or unsatisfactory performance, will be calculated in accordance with the CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED WORK clause. (End of clause)

(60)-Prescription: 46.407-100 NAVFAC contract clauses.

(c) Use the clause at 5252.246-9305, Government Performance Assessment, in all firm fixed-price/indefinite delivery solicitations/contracts for facilities support services.

5252.246-9305 Government Performance Assessment. As prescribed in 46.407-100(c), insert the following clause:

Government Performance Assessment (OCT 2004)

In accordance with FAR 52.246-4, INSPECTION OF SERVICES - FIXED PRICE clause, Section E, each phase of services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the tasks. The Government will employ a variety of inspection methods and frequencies in order to assess the degree to which all service deliverables conform to contract performance standards. The Government may vary these inspection methods/frequencies as dictated by actual performance status. The results of all inspections will be documented and submitted to the Government Performance Assessment Board for periodic review, as set forth in the Government's Performance Assessment Plan.

The Government's Performance Assessment Plan is not a substitute for Contractor quality control. Government Performance Assessment Representatives will regularly assess deliverables for conformance to contract performance objectives and standards. If a performance inconsistency is apparent in the basic service deliverable (e.g., sightly appearance of improved grounds), inspection will then be focused on component elements of the deliverable (e.g., mowing, edging). For any non-conformances identified at this level, assessment may then include review of Contractor material representations (e.g., Quality Management System).

Performance assessments will be used as input into any Award Option and/or Award/Incentive Fee decisions, the performance documentation requirements of FAR 42.15, and to substantiate any findings of non-conforming services in accordance with FAR 52.246-4.

Government performance assessment will also address any risks associated with future service deliverables. Current performance status, process outputs, trend data, and the material representations of the Contractor's technical proposal will all be considered as necessary in determining the likelihood of achieving required performance outcomes for deliverables that are not yet completed.

In the event the Government performance assessment indicates a high risk of future non-conforming services outcomes, the Contractor will be required to take pre-emptive/corrective action. The Contractor may receive reduced/negative performance

evaluations until such time as quality control is restored and performance risks are mitigated.

Any non-conforming deliverables will be identified during periodic performance assessment meetings, and form the basis for price reduction or other consideration in accordance with FAR 52.246-4. Any such adjustments will be processed by the Contracting Officer and result in a formal contract modification. (End of clause)

(61)-Prescription: 48.201 Clauses for supply or service contracts.

Use the clause at 5252.248-1, Value Engineering (NAVFAC DEVIATION I) (NOV 1998) in lieu of FAR 52.248-1, Value Engineering, for Base Operating Services (BOS) contracts.

5252.248-1 Value Engineering (MAR 1989) (NAVFAC DEVIATION NOV 1998). As prescribed in 48.201, insert the following clause in solicitations and contracts for Base Operating Services (BOS).

VALUE ENGINEERING (MAR 1989) (NAVFAC DEVIATION NOV 1998)

(a) The Contractor is entitled, as prescribed in this clause, to share in cost savings resulting from the implementation of cost reduction projects, which are presented to the Government in the form of Cost Reduction Proposals (CRP) and approved by the Contracting Officer. These cost reduction projects may require changes to the terms, conditions or Section C, Performance Work Statement, of this contract. Any cost reduction projects must not change the essential function of any products to be delivered or the essential purpose of services to be provided under the contract.

(b) Definitions.

(1) Cost savings - as contemplated by this clause, means savings that result from instituting changes to this contract, as identified in an approved Cost Reduction Proposal.

(2) Cost Reduction Proposal (CRP) - For the purpose of this clause, a Cost Reduction Proposal means a proposal that achieves cost savings as described in this clause. These alternatives must result in a net reduction in the contract price to the Government. The proposal will include technical and cost information sufficient to enable the Contracting Officer to evaluate the CRP and approve or disapprove it.

(3) Contractor implementation costs - As used in this clause, contractor implementation costs shall mean those costs which the Contractor incurs on this contract in developing, preparing, submitting, and negotiating a CRP; as well as those costs the Contractor will incur to make any structural or organizational changes in order to implement an approved CRP.

(4) Government cost - As used in this clause, the term government costs means internal costs of the Government agency, which result directly from development, and implementation of the CRP. These may include, but are not limited to, costs associated with the administration of the contract or with such contractually related functions such as testing, operations, maintenance and logistics support. These costs also include costs associated with other Agency contracts (including changes in contract price or cost

and fee) that may be affected as a result of the implementation of a CRP. They do not include the normal administrative costs of reviewing and processing the CRP.

(c) General. The Contractor shall develop, prepare and submit CRPs with supporting information, as detailed in paragraph (e) and (f) of this clause to the Contracting Officer. The CRP will describe the proposed cost reduction activity in sufficient detail to enable the Contracting Officer to evaluate it and to approve or disapprove it. The Contractor shall share in any net cost savings realized from approved and implemented CRPs that reduce the price of this contract. The Contractor's actual percentage share of the cost savings shall be a matter for negotiation with the Contracting Officer, but shall not, in any event, exceed 50% of the total net cost savings recognized by the Contracting Officer. The Contractor may propose changes in other activities that impact performance on its contract, including government and other contractor operations, if such changes will optimize cost savings. A Contractor shall not be entitled to share, however, in any cost savings that are internal to the Government, or which result from changes made to any contracts to which it is not a party even if those changes were proposed as a part of its CRP. Early communication between the Contractor and the Government is encouraged.

(d) Computation of cost savings. The cost savings to be shared between the Government and the Contractor will be computed by the Contracting Officer by comparing a current estimate to complete (ETC) for the covered contract, as structured before implementation of the proposed CRP, to a revised ETC which takes into account the implementation of that CRP. The cost savings to be shared shall be reduced by any cost overrun, whether experienced or projected, that is identified on this contract before implementation of the CRP. Although a CRP may result in cost savings that extend far into the future, the period in which the Contractor may share in those savings, will be limited to the remaining term of the contract. Implementation costs of the Contractor savings initiative must be considered and specifically identified in the revised ETC. The Contracting Officer shall offset Contractor cost savings by any increased costs (whether implementing or recurring) to the Government when computing the total cost savings to be shared. The Contractor shall not be entitled, under this clause, to share in any cost reductions to the contract that are the result of changes stemming from any action other than an approved CRP.

(e) Processing of Cost Saving Initiatives. There is an initial submittal, which shall include the following information, as applicable, in sufficient detail for the Government to determine the feasibility of further investigation of the initiative.

(1) Initiative title and description, including contract references (paragraph numbers), if appropriate; estimated total price; what the Contractor would provide; what the Government would provide; the duration of the agreement; anticipated total revenues, expenses and net gains for the agreement period; pay back schedule; risk assessment; percentage of distribution of revenues generated; drawings and maps of the affected areas and facilities; potential impacts to the Government; potential benefits; the impact to the BOSC, etc. Initiatives should minimize any adverse impact to operations and mission capability, legal requirements, and public health and safety.

(f) Supporting Information. As a minimum, the Contractor shall provide the following supporting information with each CRP:

(1) Identification of the current contract requirements or established procedures and/or organizational support, which are proposed to be changed.

(2) A description of the difference between the current process or procedure and the proposed change. This description shall address how proposed changes will meet the Government's requirements and discuss the advantages and disadvantages of the existing practice and the proposed changes.

(3) A list of contract requirements, which must be revised, if any, if the CRP is approved, along with proposed revisions. Any changes to the Government contract management process should also be addressed.

(4) Detailed cost estimates, which reflect the implementation costs of the CRP.

(5) An updated ETC for the covered contract, unchanged and a revised ETC for the covered contract, which reflects changes resulting from implementing the CRP. If the CRP proposes changes to only a limited number of elements of the contract, the ETCs need only address those portions of the contract that have been impacted. Each ETC shall depict the level of costs incurred or to be incurred by year, or to the level of detail required by the Contracting Officer. If other CRPs have been proposed or approved on a contract, the impact of these CRPs must be addressed in the computation of the cost savings to ensure that the cost savings identified are attributable only to the CRP under consideration in the instant case.

(6) Identification of any other previous submissions of the CRP, including the dates submitted, the agencies and contracts involved, and the disposition of those submittals.

(g) Administration.

(1) Within 60 days of receipt, the Contracting Officer shall complete an initial evaluation of any proposed cost reduction plan to determine its feasibility. Failure of the Contracting Officer to provide a response within 60 days shall not be construed as approval of the CRP. The Government shall promptly notify the Contractor of the results of its initial evaluation and indicate what, if any, further action will be taken. If the Government determines that the proposed CRP has merit, it will open discussions with the Contractor to establish the cost savings to be recognized, the Contractor's share of the cost savings, and a payment schedule. The Contractor shall continue to perform in accordance with the terms and conditions of the existing contract until a contract modification is executed by the Contracting Officer. The modification shall constitute approval of the CRP, adjust the contract cost and/or price, establish the Contractor's share of cost savings, and incorporate the agreed to payment schedule.

(2) The Contractor will receive payment by submitting invoices to the Contracting Officer for approval. The amount and timing of individual payments will be made in accordance with the schedule to be established with the Contracting Officer. Notwithstanding the overall savings recognized by the Contracting Officer as a result of an approved CRP, payment of any portion of the Contractor's share of the savings shall not be made until the Government begins to realize a net cost savings on the contract (i.e., implementation, startup and other increased costs resulting from the change have been offset by cumulative cost savings). Savings associated with unexercised options

will not be paid unless and until the contract options are exercised. It shall be the responsibility of the Contractor to provide such justification as the Contracting Officer deems necessary to substantiate that cost savings are being achieved.

(3) Any future activity, including a merger or acquisition undertaken by the Contractor (or to which the Contractor becomes an involved party), which had the effect of reducing or reversing the cost savings realized from an approved CRP for which the Contractor has received payment may be cause for recomputing the net cost savings associated with any approved CRP. The Government reserves the right to make an adjustment to the Government's share of cost savings and to receive a refund of moneys paid if necessary. Such adjustment shall not be made without notifying the Contractor in advance of the intended action and affording the Contractor an opportunity for discussion.

(h) Limitations. Contract requirements that are imposed by statute shall not be targeted for cost reduction exercises. The Contractor is precluded from receiving reimbursements under both this clause and other incentive clauses of the contract, if any, for the same cost reductions.

(i) Disapproval of, or failure to approve any proposed cost reduction proposal shall not be considered a dispute subject to remedies under the Disputes clause.

(j) Cost savings paid to the Contractor in accordance with the provisions of this clause do not constitute profit or fee within the limitations imposed by 10 U.S.C. 2306(d) and 41 U.S.C. 254(b).

(k) The Government reserves the right to use the cost saving initiatives developed in this contract wherever and whenever they would be determined advantageous to the Government.

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

HQ B-2-0001 BOA LANGUAGE FOR SECTION B

The Contractor shall furnish the following supplies and services when ordered by the Contracting Officer in accordance with the terms and conditions set forth in this Basic Ordering Agreement (BOA). This agreement shall remain in effect through _____, subject to the special contract requirement entitled "MODIFICATION AND TERMINATION" (NAVSEA 5252.249-9106).

Item	Supplies/Services

(End of Text)

Applicable to all Basic Ordering Agreements (BOAs).

HQ B-2-0002 COMPENSATION (FI) (NAVSEA) (JAN 1990)

The total compensation to be paid the Contractor shall be the sum of the total final price(s) established in accordance with the "INCENTIVE PRICE REVISION--FIRM TARGET" (FAR 52.216-16) clause and the amounts payable to or due from the contractor pursuant to the contract provisions identified in paragraph (d)(1) of said clause.

(End of Text)

NOTES

⇒ If appropriate, insert a Note regarding the separate application of this requirement to: the basic contract work and to each option; to each line item of the contract; to specified groupings of line items; or to other appropriate groupings. Or, if appropriate, insert a Note that the requirement applies to all of the listed line items.

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval. Insert when required.

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire contract is cost type.

(End of Text)

Applicable when the entire procurement is cost type.

HQ B-2-0022 CONTRACT SUMMARY FOR PAYMENT OFFICE (FIXED PRICE) (FEB 1997)

This entire contract is fixed price.

(End of Text)

Applicable when the entire procurement is fixed price.

HQ B-2-0023 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST/ FIXED PRICE) (FEB 1997)

This contract includes the following mixture of cost reimbursement and fixed price line items:

Item	Type*

*CR – Cost Reimbursement
FP – Fixed Price

(End of Text)

Applicable when the procurement contains a mixture of cost-reimbursement and fixed price line items.

HQ B-2-0003 DETERMINATION OF FEE (NAVSEA) (JAN 2008)

(a) Minimum Fee

The base fee, as set forth in Section B of this contract, shall constitute a minimum fee to be paid for the performance of this contract. The Base Fee shall be paid in accordance with the clause of this contract entitled "FIXED FEE" (FAR 52.216-8).

(b) Award Fee

In addition to the minimum (or base fee) to be paid hereunder, if any, the Contractor may earn an award fee as determined by the Fee Determining Official (FDO). The Government's purpose in granting an award fee is to encourage and reward superior Contracting effort directed toward performance of this contract. The specifics for evaluation are set forth in paragraphs that follow.

(c) Award Fee Board

The Contractor's performance evaluation for each period will be conducted by an Award Fee Board (AFB) of not more than eight members consisting of:

(1) The Chairperson

(2) Program Office Technical/Acquisition Representative

(3) Program Office Technical/Acquisition Representative

(4) Procuring Contracting Officer

(5) NAVSEA Representative

(6) Contract Administration Office Representative

(7) TYCOM, TDA or Field Activity Representative

(8) Recorder (Non-voting Participant)

[Note: If a strictly objective award fee plan is used then an Award Fee Board is probably unnecessary, as the criteria themselves will determine the fee earned but you may want to have at least the PM and PCO confer on the results. See restrictions discussed later on use of subjective award fees.]

(d) Fee Determining Official

The FDO, [specify by title or code], shall make determinations of the award fee due to the Contractor based upon the performance evaluation conducted by the Award Fee Board established pursuant to paragraph (c) above.

(e) Award Fee Determination and Reclama Procedures

(1) Within ten (10) days after the end of each evaluation period, the Contractor shall furnish to the AFB such information as may be reasonably required, including an Earned

Value Management System (EVMS) summary for each contract line item under review, to assist the AFB in evaluating the Contractor's performance during that evaluation period.

(2) The Award Fee Board evaluation will be scheduled within fifteen (15) working days of the end of each evaluation period. The Board may consider reports, both oral and written, from all interested parties. The Board shall arrive at a consensus on the performance rating and advise the FDO of its recommendation including the reasons, rationale, and justifications therefore. The Board findings shall be presented to the Contractor who will then be provided an opportunity to provide written comments on the evaluation findings to the FDO within five (5) working days. In such case, these comments shall be considered by the FDO in establishing the award fee earned.

(3) The FDO shall provide the Procuring Contracting Officer (PCO) a final performance evaluation and determination of the award fee earned for that period within five (5) working days after receipt of the Board's findings or the Contractor's written comments, whichever is later.

(4) Within ten (10) working days after receipt of the FDO's final determination and the Procurement Request (PR), the Contracting Officer shall issue a unilateral modification to the contract to provide for the award fee earned for that period.

(f) Fee Determination Official's Determination

Determinations of the FDO with respect to the amount of the award fee to be paid to the Contractor and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government.

(g) Evaluation Categories and Factors

The Contractor's performance during each evaluation period will be judged in the categories listed below. The Government reserves the right to make changes in evaluation categories and factors or weights assigned to evaluation categories by unilateral modification. The Contractor may propose performance objectives for any period, however; only those received at least thirty (30) days prior to the start of an evaluation period will be considered for that evaluation period. The Contractor will be notified of changes in the evaluation categories and factors as well as adjustments to the weighting of categories, if any, prior to commencement of each evaluation period. Unsatisfactory performance under an award fee criterion may result in increased weighting for that factor in subsequent evaluation periods.

[The following criteria must be tailored for each program and contract and may be objective or subjective criteria. Descriptions and items are provided as examples and include both objective and subjective criteria. Items listed are not meant to be limiting in any manner and contract unique criteria or accomplishment of specific goals are encouraged. Objective criteria must be based on achievable and measurable metrics and the contract must require prompt reporting of achievement vs. established metrics in

order to determine earned fee and to initiate prompt payment of earned fee. If subjective criteria are used then a D&F must be approved by SEA 02/02B.]

(1) Management Performance

Management Systems and Information
Coordination and Liaison
Ability to work with government, contractors, vendors to incorporate revised schedules and meet changing government requirements
Responsiveness to Government Comments
Action on Anticipated Delays, Problems, Issues, Corrective Action
Responsiveness to Change, Product Improvement Initiatives
Subcontract Management
Data Management
Contract Management
Configuration Management
Resource Management
Subcontractor Competition
Small Business Participation
Ability to successfully complete tasks within cost
Ability to adapt to changing schedules and to meet critical deadlines
Ability to meet accelerated schedules when requested by the Government
Quality and timeliness of responses to high priority action items
Incorporation of process improvements that result in reduced cost, improved schedules and/or improved performance

(2) Cost Performance

Determined by earned value during the period
100% if ACWP <= BCWP
75% if ACWP <= to 102% of BCWP
50 % if ACWP >102% of BCWP but < 104% of BCWP
0% for ACWP > 104% of BCWP.

(3) Schedule Performance

Early identification of problem areas in maintaining schedule
Accomplishments in overcoming schedule problems
Progress Against Planned Schedule
Degree of compliance with schedule
100% if delivery 30 days before x/xx/xxxx
90% if delivery 15-29 days before x/xx/xxxx
50% if delivery on x/xx/xxxx
0% if delivered after x/xx/xxxx

75% if software drops are completed 15-29 days before x/xx/xxxx
50% if software drops are completed on x/xx/xxxx
0% if software drops are completed after x/xx/xxxx

100% if delivery by [specify RDD or other calendar date]
90% if delivery within one week after RDD
80% if delivery within two weeks after RDD
70% if delivery within three weeks after RDD
60% if delivery within four weeks after RDD
50% if delivery within five weeks after RDD
0% if delivery more than five weeks after RDD [or other calendar date]

Delivery will be signified by the date the DD250 is signed by the Government. If a delivery is to be conditional (i.e., waiver or deviation is required) the Contractor must inform the FDO of this fact before the DD250 is signed. If a delivery is conditional due to outstanding waivers and/or deviations, the FDO may unilaterally reduce the fee earned for schedule for the period in which the delivery is conditional by no more than 20 percentage points below what would have be earned if the delivery was unconditional.

(4) Technical Performance

Preliminary Design Review
Contract Design Review
Production Readiness Review
Reliability and Maintainability
    Implementation of R&M Plan
Implementation of Changes
Integrated Logistic Support
    PTD
    Technical Manual
    Training Documentation
Quality and timeliness of products and services delivered
Effective use of system integration and test activities
Design quality versus cost
Effective system engineering and coordination
Ability to adapt new technology into deliverable to improve performance

Test program performance
100% earned if number of tests passed on first run >= to 95%
80% earned if number of tests passed on first run is between 90% and <95%
60% earned if number of tests passed on first run is between 85% and <90%
0% earned if number of tests passed on first run < 85%

Test performance as determined by the FDO in conjunction with the recommendation of the Joint Test Group.

(h) Evaluation Periods/Award Fee Pool

(1) The following evaluation periods and associated award fee pools are hereby established. The Government reserves the right to adjust the evaluation period and allocation of award fee pool available for each period by unilateral contract modification, which shall be issued, if at all, prior to the start of the affected evaluation period(s).

PERIOD NO.	EVALUATION PERIOD	AWARD FEE AVAILABLE	AWARD FEE EARNED
1	Award to	$ TBD	$ TBD
2		$ TBD	$ TBD
3		$ TBD	$ TBD

[Continue as necessary. Periods may be calendar or event based. Each evaluation period should be no more than 6 months in duration.]

(2) There will be no rollover of unearned award fee.

(i) Performance Ratings

(1) In evaluating Contractor performance, the following adjective and numerical ratings will be used:

ADJECTIVE RATING	NUMERICAL RATING/ % OF AWARD FEE POOL EARNED	CRITERIA/DEFINITION OF RATING
OUTSTANDING	>90-100%	The Contractor has met the basic (minimum essential) requirements of the contract, and has met more than 90% of the award fee criteria established in the award fee plan.
EXCELLENT	>75-90%	The Contractor has met the basic (minimum essential) requirements of the contract, and has met more than 75% but not more than 90% of the award fee criteria established in the award fee plan.
GOOD	>50-75%	The Contractor has met the basic (minimum essential) requirements of the contract, and has met more than 50% but not more than 75% of the award fee criteria established in the award fee plan.
SATISFACTORY	No greater than 50%	The Contractor has met the basic (minimum essential) requirements of the contract.

UNSATISFACTORY 0%	The Contractor has failed to meet the basic (minimum essential) requirements of the contract.

(j) Maximum Fee

In no event shall the total fee (base fee plus award fee) under this contract exceed _____ percent of total estimated cost.

(k) Payment of Award Fee

The Contractor shall be paid award fee, if any, upon submittal of a proper invoice or voucher to the cognizant Payment Office, together with a copy of the unilateral modification to the contract authorizing payment of award fee for the applicable Evaluation Period. The Contractor's invoice shall show the amount of award fee payable to each sub-line item, which shall be directly proportionate to the amount or allowable Estimated Cost (exclusive of base fee and FCCOM) incurred by the Contractor during the Evaluation Period. The Contractor's invoice must cite the appropriate accounting data in order for payment to be affected. There will be no provisional, interim or advance billing of award fee prior to a final determination of the FDO and execution by the contracting officer of a contract modification authorizing payment.

(End of Text)

While DFARS 216.405-2(b)(3) was revised in January 2004 to permit provisional award fee payments/interim award fee payments, in general, Command policy is that provisional award fee payments may only be authorized by SEA 02B. Use of rollover provisions for unearned award fee must be approved by SEA 02B. See letter Ser 02B/151 of 2 Aug 2006 for additional details on use of provisional payments and rollover provisions.

It is DOD policy that objective criteria will be used whenever possible to measure contract performance. Negotiators/PCOs, in concert with the Program Manager, shall develop a Determination of Fee requirement for each individual procurement containing an award/performance type fee requirement. If it is determined that objective criteria do not exist, then a D&F must be approved stating that "the work to be performed is such that it is neither feasible nor effective to devise predetermined objective incentive criteria applicable to cost, technical performance and/or schedule." The D&F shall be approved by SEA 02B. D&Fs for ACAT I programs must be provided to DPAP; reporting requirements for other than ACAT I programs are TBD. See DPAP letter of Apr 24, 2007 for additional details on the proper use of award fee contracts and provisions.

This Determination of Fee requirement is for SAMPLE purposes only.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(End of Text)

Applicable to all contracts in excess of $1,000,000.

HQ B-2-0005 LETTER CONTRACT (COST) (NAVSEA) (MAY 1993)

This contract is a Letter Contract as defined in FAR 16.603-1. It is agreed that the definitive contract resulting from this Letter Contract will include a negotiated _____*_____ fee in no event to exceed $ __**_____ and the total amount (including _____*_____ fee) shall not exceed
$_____**_____.

(End of Text)

* "fixed" for CPFF
"maximum" for CPIF
"award" for CPAF
** Insert dollar value

Applicable to all cost type letter contracts.

HQ B-2-0006 LETTER CONTRACT (FIXED-PRICE) (NAVSEA) (MAY 1993)

This contract is a Letter Contract as defined in FAR 16.603-1. It is agreed that the definitive contract resulting from this Letter Contract will include a negotiated ___*_____ in no event to exceed $_____**_____.

(End of Text)

* Insert type of contract (FFP, FPI, FPAF, FPE)
** Insert dollar value

Applicable to all fixed-price type letter contracts.

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

(End of Text)

NOTE
⇒ For facilities contracts change "LIMITATION OF COST" (FAR 52.232-20) to "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21).

Applicable to all cost type procurements. Insert directly below the table of hours, cost(s), and fee(s).

HQ B-2-0008 LIMITATIONS ON INDIRECT COST RATES (NAVSEA) (OCT 1990)

(a) Pursuant to FAR 42.707, an indirect cost rate ceiling is incorporated into the contract. "Indirect cost" is defined as set forth at FAR 31.001 and 31.203. "Indirect cost rate" is defined as set forth at FAR 42.701.

(b) Notwithstanding the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), the allowable indirect cost under this contract shall be obtained by applying limitations on indirect cost rates to bases agreed upon by the parties, as specified below.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with FAR Subpart 31.2 in effect on the date of this contract, as limited by the indirect cost rates established by this requirement.

(d) For the first three Contractor fiscal years, the indirect cost rates contained in the Contractor's accepted contract proposal shall be incorporated into the contract schedule as limitations on indirect cost rates for each Contractor fiscal year of contract performance. The bases to which the indirect cost rates apply shall be those contained in the Contractor's accepted contract proposal and hereby, incorporated into the contract schedule, in accordance with the Contractor's accounting system upon which its proposal was based.

(e) After the first three Contractor fiscal years, the Contracting Officer and Contractor shall negotiate the limitations on indirect cost rates for subsequent Contractor fiscal years (unless the parties agree to a different period) and execute a written indirect cost rate limitation agreement setting forth the results. The agreement shall specify (1) the agreed-upon indirect cost rates, (2) the bases to which the rates apply, (3) the fiscal year (unless the parties agree to a different period) for which the rate applies, and (4) the specific items treated as direct costs or any change in the items previously agreed to be direct costs. The agreement is incorporated into this contract upon execution.

(f) Pending establishment of indirect cost rates for any subsequent Contractor fiscal year (or other period agreed to by the parties), the Contractor shall be reimbursed either at the rates fixed for the previous fiscal year or at billing rates acceptable to the Contracting Officer, subject to appropriate adjustment when the final indirect cost rates for that period are established.

(g) The Government will not be obligated to pay any additional amount should any final indirect cost rates for any Contractor fiscal year (or for any different period agreed to by the parties) after the first three fiscal years) of contract performance exceed the indirect rates incorporated into the contract schedule. In the event any of the Contractor's final indirect cost rates are less than the indirect cost rates incorporated into the contract schedule, the incorporated rates shall be reduced to conform with the lower rates.

(h) The limitations on indirect cost rate shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. If facilities capital cost of money is proposed as an allowable cost, the rates proposed shall be subject to the limitations imposed by this requirement.

(i) The limitations on the indirect cost rate shall apply to all work performed under the contract, and to all change orders and supplemental agreements, including changes due to growth, supplemental, emergent and new work.

(j) Notwithstanding any of the terms of this requirement, should the Contractor initiate a change to its accounting systems which would alter the composition of any overhead base or pool effected by this requirement, the Contracting Officer and Contractor shall negotiate to determine the rate ceilings to be applied to the new overhead pools, provided that no agreement shall be made which would increase the costs paid by the United States under this contract.

(k) The limitation on indirect cost rates specified in the Contractor's cost proposal shall be the rates used to compute the costs in the Contractor's cost proposal upon which the award is based.

(End of Text)

Applicable to all cost-reimbursement type ship repair/overhaul procurements.

HQ B-2-0009 NOTE (CDRL)

NOTE A - Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

(End of Text)

Insert when applicable.

HQ B-2-0010 NOTE (OPTION)

NOTE B - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

(End of Text)

Applicable to all procurements containing option(s) when a SECTION I option clause is used. In the event a Section I clause is not used the Negotiator shall develop an Option Note for inclusion in Section B.

HQ B-2-0011 NOTE (OVERTIME)

NOTE _____ - Offeror shall quote overtime rates only. An estimated amount for each support item shall be set forth in the resulting contract or upon exercise of option(s), as applicable.

(End of Text)

Applicable to all procurements which include engineering services.

HQ B-2-0018 NOTE (SUPPLEMENTAL AND EMERGENT WORK)

NOTE _____ - SUPPLEMENTAL AND EMERGENT WORK. All work identified after contract award is either "supplemental" or "emergent" work. Supplemental work is defined as additional work items resulting from either Contractor or Government proposed changes to the work packages. Emergent work is defined as additional work items resulting from "open and inspect" requirements or testing.

As defined in Section B, Notes A and C, the firm-fixed-price is based on, among other things, costs for supplemental and emergent work. As such supplemental and emergent work becomes known, it shall be incorporated into the SRAWP. Until the man-day reservations as defined in Notes A and C as applicable are depleted, the Contractor shall be entitled to equitable adjustments in contract price and/or schedule only for the material required for such supplemental and emergent work. The Contractor and the ACO will develop a system to record the use of Notes A and C man-day reservations. Once the applicable man-day reservations are depleted, all supplemental, and emergent work will be processed in accordance with the DFARS clause 252.217-7003 entitled "CHANGES", however, labor cost for such supplemental and emergent work shall be calculated on the basis of the fully burdened man-day rate(s) as defined in Notes A and C, as applicable.

(End of Text)

NOTES
⇒ Note references in the second paragraph may vary (4 places).

Applicable to all procurements for Selected Restricted Availabilities (SRAs).

HQ B-2-0012 PAYMENT FOR ENGINEERING SERVICES AND SUPPORT (NAVSEA) (JAN 2008)

(a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. This information may be included in the Comments tab of the applicable WAWF document. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. These documents may be attached to the invoice as described in the Invoice Instructions in Section G. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.

(c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is

found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(End of Text)

Applicable to all procurements which include field engineering services or technical representatives on a manday basis which do not include selected replacement parts. Include the Invoice Instructions clause in Section G and include the email address of the COR in the Additional Email Notification section of the invoice instructions.

HQ B-2-0013 PAYMENT FOR ENGINEERING SERVICES AND SUPPORT – ALTERNATE I (NAVSEA) (JAN 2008)

(a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. This information may be included in the Comments tab of the applicable WAWF document. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. These documents may be attached to the invoice as described in the Invoice Instructions in Section G. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.

(c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(d) Separate invoices shall be submitted for selected replacement repair parts subsequent to the establishment of prices therefor in accordance with SECTION C of this contract.

(End of Text)

Applicable to all procurements which include field engineering services or technical representatives on a manday basis which include selected

replacement parts. Include the Invoice Instructions clause in Section G and include the email address of the COR in the Additional Email Notification section of the invoice instructions

HQ B-2-0014 PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to _____ percent (_____) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(End of Text)

NOTES

⇒ Percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money.

Applicable to all cost-reimbursement type completion procurements containing a fee.

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to _____ percent (_____%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(End of Text)

NOTES

⇒ Percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money.

Applicable to all cost-reimbursement type level of effort procurements containing a fee.

HQ B-2-0016 PROVISIONING TECHNICAL DOCUMENTATION – WITH-HOLDING OF PAYMENT (NAVSEA) (SEP 1990)

(a) For the purpose of paragraph (c) of the "PROGRESS PAYMENTS" clause of this contract, if included, the requirement that the Contractor develop and deliver Provisioning Technical Documentation (PTD) is considered to be a "material requirement of this contract," and Contractor failure to make adequate progress in the development of PTD, or to deliver acceptable PTD on a timely basis, may result in reduction or suspension of Progress Payments as provided in said paragraph.

(b) The PTD is considered to be a part of the "Technical Data" specified to be delivered under this contract for the purposes of the "TECHNICAL DATA--WITHHOLDING OF PAYMENT" (DFARS 252.227-7030) clause. The terms and conditions of the clause entitled "LIMITATION ON WITHHOLDING OF PAYMENTS (FAR 52.232-9), if included in this contract, shall not apply to withholding of payment for failure to make timely delivery of the PTD or delivery of deficient PTD.

(End of Text)

Applicable to all procurements requiring PTD, except craft and shipbuilding procurements. For ship repair/overhaul, use paragraph (b) only.

HQ B-2-0017 REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (SEP 1990)

(a) In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will only be made for the difference between the intrinsic value of the item at the time an agreement on price was reached and the contract price. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (beyond economic purchase quantity considerations) or changes in market conditions.

(b) For purposes of this requirement, the intrinsic value of an item is defined as follows:

(1) If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.

(2) If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.

(c) At any time up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.

(d) If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.

(e) If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid. If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1).

(f) The Contractor will make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.

(g) The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.

(h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support equipment with a unit price in excess of $100,000; or in excess of $25,000 if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

(End of Text)

Applicable to all procurements above $25,000 which include spare parts and support equipment other than competitive small purchases. It may be *deleted per DAR Staff Case 85-952 of 14 March 1989.*

HQ B-2-0019 TRAVEL COSTS (NAVSEA) (MAY 1993)

(a) The Contractor shall not charge, and the Government shall not pay, as an allowable cost under this contract, any manhour costs (whether straight-time or overtime) for Contractor personnel or subcontractor personnel traveling to or from worksites, including travel to worksites other than the Contractor's facility for performance of contract work.

(b) Workers being paid under this contract, as prime contractor personnel or subcontractor personnel, will complete a full shift at the worksite, and no compensation will be paid for travel time before or after the shift.

(c) This requirement pertains only to payments for travel time before or after these workers' regular shifts, and does not apply to legitimate travel costs incurred during normal working hours, provided that those costs are otherwise reasonable, allocable and allowable. This requirement does not apply to manufacturer's representatives or Original Equipment Manufacturer (OEM) representatives when specifically required by the Government work specifications.

(d) Additionally, the Contractor shall not charge, and the Government shall not pay, any transportation costs under this contract associated with transporting Contractor or subcontractor personnel between the Contractor's facility (or subcontractor's facility), and any other worksite to perform Phased Maintenance Availabilities (PMAs)/Drydocking Phased Maintenance Availabilities (DPMAs). Transportation costs include, but are not limited to, bus fare, car fare, train fare, or boat fare, paid by the work force, or paid by the Contractor on behalf of the work force.

(End of Text)

Applicable to all cost-reimbursement type ship repair/overhaul procurements.

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

(End of Text)

Applicable to all cost-reimbursement type procurements and other procurements when needed , except ship repair/overhaul procurements.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PART 1 – CONTRACT LINE ITEM DESCRIPTION

HQ C-1-0001 ITEM(S) _____ - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) _____, attached hereto.

(End of Text)

Applicable to all procurements containing data item(s).

HQ C-1-0002 ITEM(S)_____ - ENGINEERING SERVICES (NAVSEA) (APR 2004)

(a) The Contractor shall furnish the services of qualified engineer(s) to:

(1) Assist in planning, installation, testing, checkout, adjustment, operation, disassembly, and repair of _____ ; and

(2) Perform on-the-job instruction and training of Navy personnel (military and/or civilian). (Not applicable to SCN funded items).

(b) For purposes of this requirement, the following definitions apply:

(1) "Domestic services" means services rendered within the United States (U.S.) and/or on Navy vessels in ports within the U.S. or at sea, provided the vessel does not enter port outside the U.S.

(2) "Foreign services" means services other than domestic.

(3) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(4) "Man day" means the services of one engineer for one day of eight hours, Monday through Friday (excluding holidays).

(5) "Holidays" means all Federally recognized holidays.

(c) The engineering services shall be performed within the limits, if any, as to place(s) and period(s) specified therefore, as authorized by _____.

(d) When authorized under paragraph (c) above, each engineer shall perform engineering services in accordance with supplemental instructions provided by the Contract Administration Office (CAO) cognizant of vessel construction/conversion contract, a representative of the authorizing activity or a representative of the activity where the engineering services are performed, as applicable. However, each engineer shall not be considered an employee of the Government.

(e) Travel time necessary for performance of such services shall be included in computing the man days of service. When services are performed at sea and the engineer(s) is unable to leave the vessel when work is completed, the remaining time aboard the vessel shall be considered travel time for purposes of computing the man days of services. However, the Contractor shall be paid for no more than one man day of service per calendar day for each engineer while in travel status.

(f) Passports, visas, inoculations and other medical requirements necessary for performance of engineering services shall be at the sole responsibility and expense of the Contractor.

(g) Each time services are performed, the engineer(s) shall obtain a certification of performance from a responsible U.S. Government official aboard the vessel or at the activity where the services were performed, citing tasks satisfactorily performed and hours worked each day.

(h) The maximum liability of the Government for each engineering services item shall not exceed the amount set forth in the Schedule, or the amount obligated whichever is less. If, at any time, the Contractor has reason to believe that the amounts it expects to incur in the performance of each engineering services item in the next succeeding sixty (60) days, when added to all amounts previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the man days and/or amount for the full performance of each engineering services item will be greater than or substantially less than that set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of the man days and/or amount for the performance of said item. The Contractor shall not exceed the obligated amount for each engineering services item, unless and until the Contracting Officer has increased such amount in writing.

(i) In the event the Government does not designate time(s) and place(s) sufficient for performance of the total quantity of engineering services set forth in the Schedule within the period(s) provided therefore, those services not furnished shall be deemed to be terminated for the convenience of the Government at no cost to the Government. Such termination shall be evidenced by a written document signed by the Contracting Officer and mailed or otherwise furnished to the Contractor.

(End of Text)

NOTES

⇒ The list in paragraph (a) may be tailored.

⇒ The definition of "holidays" may be tailored to accommodate local holidays.

⇒ When services are to be continuous duty or Mobile Technical Unit (MOTU), this requirement may be tailored.

⇒ Insert Commander, Naval Sea Systems Command (SEA _____) or PEO or DPRM, as applicable, in paragraph (c).

Applicable to all procurements which include field engineering services or technical representatives priced on a manday basis.

HQ C-1-0003 ITEM(S) _____ - PROVISIONED ITEMS ORDERS (NAVSEA) (APR 1999)

(a) General. The Contractor agrees that it will furnish the supplies or services ordered by the Government in accordance with the procedures specified herein. Orders will be placed by the Contracting Officer, Provisioning Activity or Administrative Contracting Officer as unilateral or bilateral modifications to this contract on SF 30, Amendment of Solicitation/Modification of Contract. Any amounts shown in Section B at time of award of the initial contract for each provisioned line item are estimated amounts only and are subject to upward or downward adjustment by the issuing activity. If no amounts are shown, funding will be obligated before or at time of order issuance. It is understood and agreed that the Government has no obligation under this contract to issue any orders hereunder.

(b) Priced Orders. For each proposed order, the Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly thereafter, the Contractor and the Contracting Officer shall negotiate the price and delivery schedule for the proposed order. Upon execution and receipt of the priced order, the Contractor shall promptly commence the work specified in the order.

(c) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, he/she may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation of Government liability, a maximum ceiling amount, and a schedule for definitization, as described in subparagraph (e)(2) below. Upon request the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. The Contractor shall begin performing the undefinitized order upon receipt, except as provided in paragraph (d) below. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(d) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order, or if the Contractor does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen days of issuance of the order, the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(e) Definitization of Undefinitized Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) any other mutually agreeable clauses, terms and conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds expended by the Contractor under the undefinitized order exceed fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (e)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.8 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(f) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the

Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, they will be at the Contractor's sole risk and expense. Further, the limitation of Government liability shall be the maximum Government liability if the order is terminated. The "LIMITATION OF GOVERNMENT LIABILITY" clause shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than $25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (f)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal (as defined in DFARS 217.7401) to definitize an order before the Government has obligated fifty percent (50%) of the ceiling amount, the Contracting Officer may increase the limitation of Government liability to up to seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an undefinitized order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to establishment of firm prices.

(g) Initial Spares. The limitations set forth in paragraph (c) and subparagraphs (e)(2), (f)(2) and (f)(3) do not apply to undefinitized orders for the purchase of initial spares.

(h) Terminal Date for Placement of Orders. The Contractor shall not be obligated to accept any orders placed hereunder beyond 180 days after delivery of the last end item.

(i) Segregation of Costs. The Contractor shall segregate the costs of performance of each undefinitized order from the cost of any other work performed by the Contractor.

(End of Text)

NOTES

⇒ The number of days in paragraphs (d) and (e) may be varied.

Applicable to all non craft and shipbuilding procurements containing provisioning requirements when Alternate I is not used.

HQ C-1-0004 ITEM(S) _____ - PROVISIONED ITEMS ORDERS – ALTERNATE I (NAVSEA) (MAR 2001)

(a) General. The Contractor agrees that it will furnish the supplies or services ordered by the Government in accordance with the procedures specified herein. Orders will be placed by the Contracting Officer, Provisioning Activity or Administrative Contracting Officer as unilateral or bilateral modifications to this contract on SF 30, Amendment of Solicitation/Modification of Contract. Any amounts shown in Section B at time of award of the initial contract for each provisioned line item are estimated amounts only and are subject to upward or downward adjustment by the issuing activity. If no amounts are shown, funding will be obligated before or at time of order issuance. It is understood and agreed that the Government has no obligation under this contract to issue any orders hereunder.

(b) Priced Orders. For each proposed order, the Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly thereafter, the Contractor and the Contracting Officer shall negotiate the price and delivery schedule for the proposed order. Upon execution and receipt of the priced order, the Contractor shall promptly commence the work specified in the order.

(c) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, he/she may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation of Government liability, a maximum ceiling amount, and a schedule for definitization, as described in subparagraph (e)(2) below. Upon request the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. The Contractor shall begin performing the undefinitized order upon receipt, except as provided in paragraph (d) below. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(d) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order, or if the Contractor does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen days of issuance of the order, the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(e) Definitization of Undefinitized Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by

regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) any other mutually agreeable clauses, terms and conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds expended by the Contractor under the undefinitized order exceed fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (e)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.8 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(f) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, they will be at the Contractor's sole risk and expense. Further, the limitation of Government liability shall be the maximum Government liability if the order is terminated. The "LIMITATION OF GOVERNMENT LIABILITY" clause shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than $25,000; special access programs; and Congressionally-mandated long-lead procurements;

and except as otherwise provided in subparagraph (f)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal (as defined in DFARS 217.7401) to definitize an order before the Government has obligated fifty percent (50%) of the ceiling amount, the Contracting Officer may increase the limitation of Government liability to up to seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an undefinitized order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to establishment of firm prices.

(g) Initial Spares. The limitations set forth in paragraph (c) and subparagraphs (e)(2), (f)(2) and (f)(3) do not apply to undefinitized orders for the purchase of initial spares.

(h) The following Military Standards apply to all orders:

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dated 11 November 1996

(i) Terminal Date for Placement of Orders. The Contractor shall not be obligated to accept any orders placed hereunder beyond 180 days after delivery of the last end item.

(j) Segregation of Costs. The Contractor shall segregate the costs of performance of each undefinitized order from the cost of any other work performed by the Contractor.

(End of Text)

NOTES

⇒ The number of days in paragraphs (d) and (e) may be varied.

Applicable to all non craft and shipbuilding procurements containing provisioning requirements for which waivers have been granted for the cited specifications.

HQ C-1-0005 ITEM(S) _____ - PROVISIONED ITEMS ORDERS – ALTERNATE II (NAVSEA) (APR 1999)

(a) General. The Contractor agrees that it will furnish the supplies or services ordered by the Government in accordance with the procedures specified herein. Orders may be placed by the Contracting Officer, Provisioning Activity or Administrative Contracting Officer as unilateral or bilateral modifications to this contract on SF 30, Amendment of Solicitation/Modification of Contract. Any amounts shown in Section B at time of award of the initial contract for each provisioned line item are estimated amounts only and are subject to upward or downward adjustment by the issuing activity. If no amounts are shown, funding will be obligated before or at time of order issuance. It is understood and agreed that the Government has no obligation under this contract to issue any orders hereunder.

(b) Priced Orders. For each proposed order, the Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly thereafter, the Contractor and the Contracting Officer shall negotiate the price and delivery schedule for the proposed order. Upon execution and receipt of the priced order, the Contractor shall promptly commence the work specified in the order.

(c) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, he/she may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount, and a schedule for definitization, as described in subparagraph (e)(2) below. Upon request the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. The Contractor shall begin performing the undefinitized order upon receipt, except as provided in paragraph (d) below. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(d) Unilateral Undefinitized Orders. (1) For a unilateral undefinitized order, the Contractor shall within ten calendar days of receipt of the order notify the Contracting Officer in writing if it takes exception to the ceiling amount and/or the delivery schedule and shall propose a revised ceiling amount and/or a revised delivery schedule at that time. For unilateral undefinitized orders to which the Contractor takes no exception, the Contractor is obligated to perform just as if it were a fully definitized order.

(2) After receipt of the Contractor's Proposal to establish the revised ceiling amount and/or the revised delivery schedule, the Contracting Officer shall: (1) adjust the ceiling amount and/or revise the delivery schedule; (2) advise the Contractor that the order will be adjusted in a different amount than proposed by the Contractor; or (3) advise the Contractor that no adjustment will be made. In the event the Contractor has taken exception to the

ceiling amount and/or the delivery schedule and has submitted a timely proposal in accordance with the preceding requirement and the Contracting Officer has not accepted the Contractor's proposal, the Contractor shall not be obligated to perform the order beyond the point at which it would be entitled to be compensated in an amount in excess of the Government's limitation of liability contained in the unilateral order.

(e) Definitization of Undefinitized Orders. (l) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) any other mutually agreeable clauses, terms and conditions. No later than sixty (60) days after the undefinitized order is issued, the contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than l80 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to l80 days after the Contractor submits a qualifying proposal as defined in DFARS 2l7.740l; or

(ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceed fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (e)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart l5.8 and Part 3l of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(f) Limitation of Government Liability. (l) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the

order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, they will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The "LIMITATION OF GOVERNMENT LIABILITY" clause shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than $25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (f)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal (as defined in DFARS 2l7.740l) to definitize an order before the Government has obligated fifty percent (50%) of the ceiling amount, the Contracting Officer may increase the limitation of Government liability to up to seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an undefinitized order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to establishment of firm prices.

(g) Initial Spares. The limitations set forth in paragraph (c) and subparagraphs (e)(2), (f)(2) and (f)(3) do not apply to undefinitized orders for the purchase of initial spares.

(h) Terminal Date for Placement of Orders. The Contractor shall not be obligated to accept any orders placed hereunder beyond the guaranty period set forth in the clause entitled "GUARANTY PERIOD" for the last article under the applicable item called for in Section B hereof for which the supplies or services are being acquired, provided, however, that deliveries or performance of such supplies or services shall be completed not later than the expiration of said guaranty period.

(i) Segregation of Costs. The Contractor shall segregate the costs of performance of each undefinitized order from the cost of performance of any other work performed by the Contractor.

(j) Ordering. The cognizant ordering activities are designated below:

(End of Text)

NOTES

⇒ The number of days in paragraphs (d) and (e) may be varied.

⇒ For ship repair/overhaul procurements, substitute the following for paragraph (h):

The Contractor shall not be obligated to accept any orders placed hereunder beyond 180 days after delivery of the last end item.

Applicable to all craft and shipbuilding procurements containing provisioning requirements when Alternate III is not used.

HQ C-1-0006 ITEM(S) _____ - PROVISIONED ITEMS ORDERS – ALTERNATE III (NAVSEA) (MAR 2001)

(a) General. The Contractor agrees that it will furnish the supplies or services ordered by the Government in accordance with the procedures specified herein. Orders may be placed by the Contracting Officer, Provisioning Activity or Administrative Contracting Officer as unilateral or bilateral modifications to this contract on SF 30, Amendment of Solicitation/Modification of Contract. Any amounts shown in Section B at time of award of the initial contract for each provisioned line item are estimated amounts only and are subject to upward or downward adjustment by the issuing activity. If no amounts are shown, funding will be obligated before or at time of order issuance. It is understood and agreed that the Government has no obligation under this contract to issue any orders hereunder.

(b) Priced Orders. For each proposed order, the Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly thereafter, the Contractor and the Contracting Officer shall negotiate the price and delivery schedule for the proposed order. Upon execution and receipt of the priced order, the Contractor shall promptly commence the work specified in the order.

(c) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, he/she may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount, and a schedule for definitization, as described in subparagraph (e)(2) below. Upon request the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. The Contractor shall begin performing the undefinitized order upon receipt, except as provided in paragraph

(d) below. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(d) Unilateral Undefinitized Orders. (1) For a unilateral undefinitized order, the Contractor shall within ten calendar days of receipt of the order notify the Contracting Officer in writing if it takes exception to the ceiling amount and/or the delivery schedule and shall propose a revised ceiling amount and/or a revised delivery schedule at that time. For unilateral undefinitized orders to which the Contractor takes no exception, the Contractor is obligated to perform just as if it were a fully definitized order.

(2) After receipt of the Contractor's Proposal to establish the revised ceiling amount and/or the revised delivery schedule, the Contracting Officer shall: (1) adjust the ceiling amount and/or revise the delivery schedule; (2) advise the Contractor that the order will be adjusted in a different amount than proposed by the Contractor; or (3) advise the Contractor that no adjustment will be made. In the event the Contractor has taken exception to the ceiling amount and/or the delivery schedule and has submitted a timely proposal in accordance with the preceding requirement and the Contracting Officer has not accepted the Contractor's proposal, the Contractor shall not be obligated to perform the order beyond the point at which it would be entitled to be compensated in an amount in excess of the Government's limitation of liability contained in the unilateral order.

(e) Definitization of Undefinitized Orders. (l) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) any other mutually agreeable clauses, terms and conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceed fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (e)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart l5.8 and Part 3l of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(f) Limitation of Government Liability. (l) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, they will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The "LIMITATION OF GOVERNMENT LIABILITY" clause shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than $25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (f)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal (as defined in DFARS 2l7.740l) to definitize an order before the Government obligated fifty percent (50%) of the ceiling amount, the Contracting Officer may increase the limitation of Government liability to up to seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an undefinitized order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the

limitation of Government liability specified in any such order prior to establishment of firm prices.

(g) Initial Spares. The limitations set forth in paragraph (c) and subparagraphs (e)(2), (f)(2) and (f)(3) do not apply to undefinitized orders for the purchase of initial spares.

(h) The following Military Standards apply to all orders:

MIL-PRF-49506 Logistics Management Information
dated 11 November 1996

(i) Terminal Date for Placement of Orders. The Contractor shall not be obligated to accept any orders placed hereunder beyond the guaranty period set forth in the clause entitled "GUARANTY PERIOD" for the last article under the applicable item called for in Section B hereof for which the supplies or services are being acquired, provided, however, that deliveries or performance of such supplies or services shall be completed not later than the expiration of said guaranty period.

(j) Segregation of Costs. The Contractor shall segregate the costs of performance of each undefinitized order from the cost of performance of any other work performed by the Contractor.

(k) Ordering. The cognizant ordering activities are designated below:

(End of Text)

NOTES

⇒ The number of days in paragraphs (d) and (e) may be varied.

⇒ For ship repair/overhaul procurements, substitute the following for paragraph (i):

The Contractor shall not be obligated to accept any orders placed hereunder beyond 180 days after delivery of the last end item.

Applicable to all craft and shipbuilding procurements containing provisioning requirements for which waivers have been granted for the cited specifications.

HQ C-1-0007 ITEM(S) _____ - PROVISIONING TECHNICAL DOCUMENTATION (NAVSEA) (FEB 1994)

The Provisioning Technical Documentation (PTD) shall be in accordance with the Provisioning Requirements Statement (PRS), including NAVSEA Addendum for PTD

Requirements dated January 1993, the Provisioning Performance Schedule and the Contract Data Requirements List, DD Form 1423, Exhibit _____, attached hereto.

(End of Text)

Applicable to all procurements containing PTD requirements.

HQ C-1-0008 ITEM(S) _____ - SUPPORT FOR ENGINEERING SERVICES (NAVSEA) (JUN 1992)

(a) The Contractor shall be reimbursed for its reasonable actual subsistence and transportation costs incurred in the performance of the related engineering services item(s) in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Overtime shall be performed as required by the using activity and to the extent authorized by the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(c) The maximum liability of the Government for each support item shall not exceed the estimated amount set forth in the Schedule. If, at any time, the Contractor has reason to believe that the costs it expects to incur in the performance of each support item in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the costs to the Government for the full performance of each support item will be greater than or substantially less than the amount set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of such costs for the performance of said item. The Contracting Officer may, upon receipt of such notice or whenever the Contracting Officer considers it necessary, increase or further increase the total estimated amount for the performance of each support item. When and to the extent the estimated amount for a support item has been so increased, any amounts expended or incurred by the Contractor for performance in excess of the estimated amount therefor prior to the increase, shall be paid or reimbursed to the same extent as if expended or incurred after the increase.

(End of Text)

Applicable to all procurements which include field engineering services or technical representatives priced on a manday basis and the support item does not include selected replacement repair parts.

HQ C-1-0009 ITEM(S) _____ - SUPPORT FOR ENGINEERING SERVICES - ALTERNATE I (NAVSEA) (JUN 1992)

(a) The Contractor shall be reimbursed for its reasonable actual subsistence and transportation costs incurred in the performance of the related engineering services item(s) in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Overtime shall be performed as required by the using activity and to the extent authorized by the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(c) The Contractor shall furnish selected replacement repair parts, other than repair parts carried in and readily available from the Navy supply system, which in its judgement may be required during servicing of the equipment to replace worn, defective or malfunctioning parts. This item shall also cover minor redesign, and improvements in components of items, as approved by the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services. As soon as practicable after completion of services for a specific vessel for which selected replacement repair parts were furnished, the Contractor shall submit an itemized priced list of the parts to the Contracting Officer. Prices shall be subject to agreement between the Contracting Officer and the Contractor. Such agreement shall be evidenced by a bilateral contract modification. Any dispute, or failure of the parties to reach agreement on the prices for any or all of the parts, shall be determined in accordance with and subject to the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(d) The maximum liability of the Government for each support item shall not exceed the estimated amount set forth in the Schedule. If, at any time, the Contractor has reason to believe that the costs it expects to incur in the performance of each support item in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the costs to the Government for the full performance of each support item will be greater or substantially less than the amount set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of such costs for the performance of said item. The Contracting Officer may, upon receipt of such notice or whenever the Contracting Officer considers it necessary, increase or further increase the total estimated amount for the performance of each support item. When and to the extent the estimated amount for a support item has been so increased, any amounts expended or incurred by the Contractor for performance in excess of the estimated amount therefor prior to the increase, shall be paid or reimbursed to the same extent as if expended or incurred after increase.

(End of Text)

Applicable to all procurements which include field engineering services or technical representatives priced on a manday basis and the support item include selected replacement repair parts.

PART 2 – GENERAL REQUIREMENTS

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

(End of Text)

Applicable to all procurements containing "Organizational Conflict of Interest" and for other procurements when needed.

HQ C-2-0003 ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA) (JAN 2008)

(a) In compliance with the comparability requirement of 10 U.S.C. 7314, Public and Private Shipyards will be provided equal access to the Naval Supply System. Use by private yards is permissive, not mandatory. Use of the supply system shall be in accordance with technical specification entitled "ACCESS TO THE FEDERAL SUPPLY SYSTEM BY SHIP REPAIR CONTRACTING FOR CONTRACTOR-FURNISHED MATERIAL WITH NATIONAL STOCK NUMBERS", dated 30 October 1989 (Draft) (See Section J, Attachment ___*_).

(b) Pursuant to the clause of this contract entitled "GOVERNMENT SUPPLY SOURCES" (FAR 52.251-1) the Contracting Officer hereby authorizes the Contractor to place orders with the Navy Supply System for materials and equipment or other supplies necessary to perform the required work. The Naval Supply System shall process such orders in the same manner as it would for any other Navy supply user, and the Contractor shall make payment on account of materials and equipment and other supplies ordered and/or received in accordance with the normal requirements of the Naval Supply Systems Command, but in no event shall payment in full be any later than 30 days after receipt by the Contractor of each order. The Contractor shall pay the Naval Supply System any costs for materials, equipments, or other supplies obtained including any surcharges normally charged to any other Naval Supply System user. Contractors shall place orders in accordance with the Technical Specification identified in paragraph (a) above.

(c) This job order has been priced on the basis that, except as specifically provided elsewhere in this contract with regards to Government furnished property, the Contractor shall provide all necessary materials, equipments and supplies for performance of this contract. If the Contractor uses the Naval Supply System, it has elected to use the system for its own convenience to meet its contractual obligations to perform the work under this contract. The Naval Supply System is considered to be an alternate source or vendor of contractor furnished material; therefore materials, equipments, or other supplies ordered and/or obtained from the Naval Supply System are specifically not considered to be Government furnished material, but are considered to be contractor furnished material. The Government makes no representation as to the availability of materials, equipments, or other supplies for the performance of the work required under this contract, nor shall unavailability, late delivery, delivery of non-conforming supplies, higher costs of the Naval Supply System (if any), or any failure of the Naval Supply System to meet the expectations or requirements of the Contractor constitute excusable delay or grounds for

equitable or any other adjustment to the contract or relief from the requirement to perform in accordance with the terms of the contract.

(End of Text)

*****Insert appropriate attachment alpha identifier.

Applicable to all public v. private ship repair/overhaul procurements and other ship repair/overhaul procurements when needed.

HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

(End of Text)

Applicable only to craft, shipbuilding and ship repair/overhaul procurements. Deviation requires SEA 02/02B approval. NOT applicable to MSRA/ABR repair/overhaul procurements. Insert when required.

HQ C-2-0005 ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA) (DEC 2005)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement

where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S.

citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.)

(End of Text)

NOTE

⇒ When using in a Master Ship Repair Agreement (MSRA), Agreement for Boat Repair (ABR) or Basic Ordering Agreement (BOA) add the following paragraph:

> (h) An ACP which has been approved for specific Master Ship Repair Agreement (MSRA) or Agreement for Boat Repair (ABR) or Basic Ordering Agreement (BOA), is valid and applicable to all job orders awarded under that agreement.

Applicable only to craft, shipbuilding and ship repair/overhaul procurements. Deviation requires SEA 02/02B approval. Insert when required.

HQ C-2-0006 ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (OCT 1990)

(a) For purposes of paragraph (g) of the clause entitled "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)" (FAR 52.245-5) in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property:

(1) the vessel;
(2) the equipment on the vessel;
(3) movable stores;
(4) cargo; and
(5) other material on the vessel

(b) For purposes of paragraph (e) of the clause entitled "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)", notwithstanding any other requirement of this contract, the following shall not be considered Government Property:

(1) the vessel;
(2) the equipment on the vessel;
(3) movable stores; and
(4) other material on the vessel

(End of Text)

Applicable to ship repair/overhaul procurements. Insert when required.

HQ C-2-0007 APPROVAL BY THE GOVERNMENT (AT) (NAVSEA) (JAN 1983)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of Text)

Applicable to ship repair/overhaul procurements. Insert when required.

HQ C-2-0008 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

(End of Text)

Applicable to all hardware procurements.

HQ C-2-0009 ASSIGNMENT OF SERIAL NUMBER(S) (NAVSEA) (SEP 1990)

The Contractor shall request serial number assignment, in writing, from the Cognizant Technical Program Office, with a copy to the cognizant Contract Administration Office. The request for serial number assignment shall contain the following minimum information:

(a) Contract number;

(b) Assigned line item number and description;

(c) Assigned type designation;

(d) Assigned model number;

(e) Top drawing number and ID (List of Drawings) number;

(f) Exact quantity for which serial numbers are being requested, including preproduction samples required by the contract; and

(g) National Stock Number

(End of Text)

Applicable to all hardware procurements for which serial numbers are required.

HQ C-2-0001 BOA LANGUAGE FOR SECTION C

The Contractor shall furnish supplies or services under items specified in Section B of the Schedule in accordance with detailed specifications or requirements set forth in orders issued by the Contracting Officer in accordance with the special contract requirement(s) of this agreement entitled "ORDERS".

(End of Text)

Applicable to all Basic Ordering Agreements (BOAs).

HQ C-2-0064 CEREMONIAL COSTS (NAVSEA) (DEC 2005)

In accordance with FAR 31.205-1(e)(5), ceremonial costs related to keel laying, ship launching, and commissioning will be allowable costs under this contract to the extent provided in the Navy Financial Management Policy Manual (Section 075373, Paragraph 5.), NAVSEA Instruction 7303.3C of 9 January 1998, and SECNAV Instruction 7042.7J of 5 November 1998.

(End of Text)

Applicable to new construction shipbuilding contracts. Insert when required.

HQ C-2-0010 COMMAND INSPECTION OF BERTHING FACILITIES (NAVSEA) (OCT 1990)

(a) Once the ship's force takes occupancy of a berthing facility, it is recognized that the premises will be under the control of the Department of the Navy and subject to inspections by the Commanding Officer or his duly authorized representative(s). In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline and (2) the Navy's policy to conduct regularly scheduled periodic inspections, the Contractor hereby agrees that while its berthing facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct command inspections of the berthing facilities occupied by ship's force.

(b) In instances where the Contractor is using commercial facilities to satisfy the berthing requirement, the Contractor hereby agrees to insert the following requirement in any Subcontract for berthing facilities to be provided under this Contract:

(c) In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline, and (2) the Navy's policy to conduct regularly scheduled periodic inspections, _____ (insert names of Subcontractor) hereby agrees that

while its facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct Command inspections of the facilities occupied by ship's force.

(End of Text)

Applicable to ship repair/overhaul procurements. Insert when required.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

(End of Text)

Applicable to all procurements when computer software and/or computer databases are delivered to and/or received from the Government.

HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2004)

(a) Baseline Definition - For configuration control purposes, all contractual documentation in effect at the time of contract award shall constitute the Contract Baseline which shall be considered incorporated in the baseline documentation.

(b) General Requirement - (1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the contract for approval by the Government.

(2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify baseline documents to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the contracting officer. Change documentation shall be submitted to the Contracting Officer in accordance with the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate

means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

(d) Non-Engineering Change Proposals (NECPs) – An NECP should be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the Non-Engineering Change Proposal (NECP) is approved.

(e) Deviations and Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Deviation (RFD) or Request for Waiver (RFW), as applicable. DI-CMAN-80640C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet the intent of the baseline document.

(f) Equitable Adjustments for Change Documentation Preparations - For its effort expended in preparing ECPs, NECPs, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances:

(1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.

(2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.

(3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.

(4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.

(5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.

(6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).

(g) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request.

(End of Text)

NOTES:

MIL-STD-973 is cancelled as of 30 Sep 00 and is no longer an autorized reference. Replacement DIDs have been published by OUSD. Copies are available below or through ASSIST.

DI-CMAN-80463C, Engineering Release Record
DI-CMAN-80639C, Engineering Change Proposal
DI-CMAN-80640C, Request for Deviation
DI-CMAN-80642C, Notice of Revision
DI-CMAN-80643C, Specification Change Notice
DI-CMAN-80858B, Contractor's Configuration Management Plan
DI-CMAN-81022C, Configuration Audit Summary Report
DI-CMAN-81245A, Installation Completion Notification
DI-CMAN-81248A, Interface Control Document

DI-CMAN-81253A, Configuration Status Accounting Information

DIDs for ECPs, RFDs and NORs have been cancelled by OUSD.
Below are Data Delivery Descriptions (DDDs) that may be used.

ECP - Microsoft Word or pdf
RFD - Microsoft Word or pdf
NOR - Microsoft Word or pdf

This Configuration Management requirement is for SAMPLE purposes only and should be reviewed for currency prior to use.

HQ C-2-0013 CONTRACTOR PROBLEM IDENTIFICATION REPORTS (NAVSEA) (MAY 1993)

(a) Contract Problem Identification Reports (CPIRs) shall be used by the Contractor for the purpose of alerting the Government to actual or potential contract problems and of establishing an early dialogue between the Contractor and the Government with regard thereto.

(b) A "contract problem" is a fact or circumstance of which the Contractor is aware that does, will or reasonably is anticipated to (1) have a significant or substantial impact on the delivery schedule or completion of contract performance or the cost of performance of the contract (increase or decrease) or (2) requires modification to the contract or specification(s). The terms "significant" and "substantial" shall be interpreted in the same manner as they would be interpreted by a reasonably prudent business person under the relevant circumstances.

(c) The Contractor shall report each contract problem promptly and in no event later than ten (10) calendar days, after the Contractor identifies such contract problem. A written CPIR shall be transmitted via the Administrating Contracting Officer (ACO) to the Procuring Contracting Officer and to the cognizant technical code. Each CPIR shall be entitled "Contract Problem Identification Report", shall be dated, numbered sequentially and shall set forth the following based on the best and most complete information then known or available to the Contractor:

(1) The nature of the contract problem;

(2) The date on which the contract problem arose and the date on which the contract problem was identified as such;

(3) The anticipated direct and consequential effects of the contract problem upon the delivery schedule or completion of contract performance or the cost of performance of the contract;

(4) Identification of the supplies and/or services which are or may be affected; and

(5) The Contractor's recommended solution to the reported contract problem.

(d) Follow-up status reports of each contract problem, identified by the original CPIR number, shall be furnished monthly or more frequently as required by the Contracting Officer. A final follow-up report shall be furnished immediately following resolution of each contract problem.

(e) CPIRs shall not be submitted when notice of the same contract problem is required to be furnished to the Government pursuant to any other requirement of this contract. The submission of a CPIR, however, does not relieve the Contractor of its obligations to provide notice required under any other requirement of this contract.

(End of Text)

Applicable to craft and shipbuilding procurements. Insert when required.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal _____ dated _____ in response to NAVSEA Solicitation No. N00024-_____.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

(End of Text)

NOTE: Paragraph (b) may be modified to reflect that portion of the proposal desired to be incorporated by reference.

Applicable to all competitive procurements.

HQ C-2-0015 DATE/TIME PROCESSING REQUIREMENT--INFORMATION TECHNOLOGY (NAVSEA) (JUN 2000)

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates

subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including), but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any other warranty of this contract, or in the absence of any such warranty(ies), the remedies available to the Government under this requirement shall include those provided in the Inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available until 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

(End of Text)

Applicable to all procurements which contain Information Technology (IT) or for national security system (NSS) which processes date-related information. In as much as the DoD guidelines regarding the "Year 2000" problem and FAR Subpart 39.106 are still in effect, this general requirement will remain in the NAVSEA Clause Book. This requirement is for SAMPLE purposes only.

HQ C-2-0016 DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (SEP 1990)

Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.13). These regulations apply to all ship repair and related work, as defined in the regulations performed under this contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.

(End of Text)

Applicable to headquarters ship repair/overhaul procurements. Insert when required.

HQ C-2-0017 DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIPBUILDING (AT) (NAVSEA) (JAN 1990)

Attention of the Contractor is directed to Public Law 91-596, approved December 29, 1970 (84 Stat. 1590, 29 USC 655) known as the "OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970" and to the "OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIPYARD EMPLOYMENT" promulgated thereunder by the Secretary of Labor (29 CFR. 1910 and 1915). These regulations apply to all shipbuilding and related work, as defined in the regulations. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.

(End of Text)

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval. Insert when required.

HQ C-2-0018 DISPOSAL OF SCRAP (NAVSEA) (JAN 2008)

(a) All Government scrap resulting from accomplishment of any job order is the property of the Contractor to be disposed as it sees fit. Scrap is defined as property that has no

reasonable prospect of being sold except for the recovery value of its basic material content. The determination as to which materials are scrap and which materials are salvage, will be made, or concurred in, by the duly appointed Property Administrator for the cognizant SUPSHIP or RMC Office.

(b) As consideration for retaining the Government's scrap, the Contractor's price for the performance of the work required herein shall be a net price reflecting the value of the Government scrap.

(c) This requirement is not intended to conflict in any way with the clauses of this contract entitled "PERFORMANCE" (DFARS 252.217-7010) or "GOVERNMENT PROPERTY (FIXED PRICE-CONTRACTS)" (FAR 52.245-2) under the Master Contract in effect at the time of job order award, nor does it relieve the Contractor of any other requirement under such clauses.

(End of Text)

Applicable to craft repair and ship repair/overhaul procurements. Insert when required.

HQ C-2-0019 DISPOSITION (NAVSEA) (SEP 1990)

(a) Within sixty (60) days after the effective date of termination or expiration of this contract, or within such longer period as the Contracting Officer may approve in writing, the Contractor shall submit to the Contracting Officer, in form satisfactory to him, an accounting for all Government-owned property.

(b) Within ninety (90) days after the Contractor accounts for any property pursuant to paragraph (a) above, the Contracting Officer shall give written notice to the Contractor as to the disposition thereof, except as otherwise provided in paragraph (d) below. In effecting such disposition, the Government may either:

(1) abandon any such property in place, and thereupon all obligations of the Government regarding such abandoned property shall cease; or

(2) require the Contractor to comply at Government expense, with such written directions as the Contracting Officer may give with respect to -

(i) the preparation, protection, removal, or shipment of the affected property;

(ii) the restoration of Government-owned land or buildings incident to the removal therefrom of Government-owned property; and

(iii) the sale of any affected property in such manner, at such times, and at such price or prices, as may be approved by the Contracting Officer, except that the Contractor shall not be required to extend credit to any purchaser.

(c) If the Contracting Officer fails to give the written notice required by paragraph (b) above within the prescribed ninety (90) day period, or within thirty (30) days' written notice to the Government and at Government risk and expense,

(1) retain the property in place, or

(2) remove any of the affected severable property located in Contractor-owned buildings or property and store them elsewhere, at Contractor's plant or in a public insured warehouse, in accordance with sound practice and in a manner compatible with their security classification, if any. Except as provided in this paragraph, the Government shall not be liable to the Contractor for failure to give the written notice required by paragraph (b) above.

(d) Nonseverable items of the property or items of the property subject to patent or proprietary rights shall be disposed of in such manner as the parties may have agreed to in writing.

(e) The Government, either directly or by third persons, may remove or otherwise dispose of any terminated property other than for which specific provision is made in paragraph (d) above.

(f) The Contractor shall, within a reasonable time after the expiration of the ninety (90) day period specified in paragraph (b) above, remove all property owned by it from land or buildings owned or acquired by the Government and take such action as the Contracting Officer may direct in writing with respect to restoring such land or buildings, insofar as they are affected by the installation therein of the Contractor's property, to their condition prior to such installation.

(g) Unless otherwise specifically provided in this contract, the Government shall not be obligated to the Contractor to restore or rehabilitate any property at Contractor's plant, except where such restoration or rehabilitation is caused by the removal of the property. The Contractor agrees to indemnify the Government against all suits or claims for damages arising out of the Government's failure to restore or rehabilitate any property at the Contractor's plant or property of its subcontractors, except any such damage as may be occasioned by the negligence of the Government, its agents, or independent Contractors.

(End of Text)

NOTES

⇒ The number of days specified in paragraphs (a), (b), (c) and (f) may be varied.

Applicable to facilities procurements. Insert when required.

HQ C-2-0020 DOCK TRIALS AND FAST CRUISE (NAVSEA) (OCT 1990)

(a) Dock Trials. The purpose of this trial is to conduct preliminary tests necessary to ensure that the ship is ready for operating at sea. Ship's personnel will conduct all tests and perform all operational functions; however, Contractor personnel will observe tests, record data, and make minor repairs and adjustments as necessary. The dock trial shall be scheduled in accordance with Work Item 982-31-001. Contractor personnel are not to interfere with functions of ship's personnel.

(b) Fast Cruise. The "fast cruise" is a simulated underway period. The purpose of fast cruise is to test to the maximum extent possible, the ship's material and operational readiness condition. This includes normal watch stations and engineering casualty control procedures. Contractor personnel will not be allowed onboard during this period unless specifically requested by the Supervisor. Fast cruise shall be scheduled after dock trials and prior to sea trials as cited in Specification Item 982-31-001.

(End of Text)

Applicable to fixed price ship repair/overhaul procurements. Insert when required.

HQ C-2-0021 DRYDOCK CERTIFICATION (NAVSEA) (MAY 1993)

The drydocking of all vessels on or after 1 January 1980 shall be accomplished in dry docks certified in accordance with MIL-STD-1625C(SH) dated 25 August 1987 as invoked by NAVSEA Standard Item 009-01.

(End of Text)

Applicable to ship repair/overhaul procurements. Insert when required.

HQ C-2-0022 DRYDOCKING FACILITIES AND SHIPBUILDING WAYS CERTIFICATION (AT) (NAVSEA) (MAR 2001)

Drydocking facilities and shipbuilding ways employed in the performance of this contract shall be certified in accordance with MIL-STD-1625C (SH) dated 30 December 1992, Safety Certification Program for Drydocking Facilities and Shipbuilding Ways for U.S. Navy Ships. The "Facility Certification Report" shall be submitted to NAVSEA Code 07

via the cognizant Supervisor of Shipbuilding not less than twelve (12) months prior to the scheduled launching of the first vessel constructed under this contract*.

(End of Text)

* In conversion contracts, this sentence should read "The 'Facility Certification Report' shall be submitted to NAVSEA Code 07 via the cognizant Supervisor of Shipbuilding not less than one hundred twenty (120) days prior to moving the vessel into the drydocking facility or shipbuilding way".

NOTES

⇒ A shorter period of time than 120 days may be used, subject to approval of NAVSEA 07.

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval. Insert when required.

HQ C-2-0023 EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

(End of Text)

Applicable to procurements required to be mercury free per NAVSEAINST 5100.3 (Series). Prior to including this requirement in any procurement confirm with the requiring office that this requirement applies **.**

HQ C-2-0024 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

(End of Text)

Applicable when commercial equipment will be obtained. Insert when required.

HQ C-2-0025 FACILITIES NOT TO BE GOVERNMENT-FURNISHED (CT) (NAVSEA) (JAN 1990)

The Contractor's obligation to perform this contract is in no way conditioned upon the providing by the Government of any facilities, except as may be otherwise expressly provided herein. Accordingly, no such facilities shall be either acquired by the Contractor for the account of the Government or furnished to the Contractor by the Government hereunder. For the purpose of this requirement, facilities means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development or test, including real property and rights therein, buildings, structures, improvements, and plant equipment as defined in FAR 45.101 and 45.301 and DFARS 245.301.

(End of Text)

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval. Insert when required.

HQ C-2-0026 FIRST ARTICLE (CONTRACTOR TESTING) (NAVSEA) (SEP 1990)

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s) and "preproduction equipment".

(b) The First Article shall conform in every respect to the requirements of this contract and shall be fully tested by the Contractor at its own expense to determine compliance with said requirements. The production equipment shall be manufactured with tools, material and methods which are the same as or representative of the tools, material and methods which were used to manufacture the First Article.

(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--CONTRACTOR TESTING" (FAR 52.209-3), the First Article shall not be delivered as part of the production quantity.*****

(End of Text)

***** Optional paragraph which may be tailored.

Applicable to procurements requiring first article testing by the Contractor. If it is determined that first article will be delivered as part of the production quantity, delete paragraph (c) in its entirety.

HQ C-2-0027 FIRST ARTICLE (GOVERNMENT TESTING) (NAVSEA) (SEP 1990)

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".

(b) The production equipment shall be manufactured with tools, materials and methods which are the same as, or representative of the tools, material and methods which were used to manufacture the First Article. The First Article shall not be delivered for first article approval tests as provided for in the clause of this contract entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING" (FAR 52.209-4) until after the Contractor has fully tested it, at its expense, to determine compliance with said requirements and it has been preliminarily accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the item identification. One (1) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary acceptance, one (1) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Naval Sea Systems Command at the time of First Article delivery.

(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING", the First Article shall not be delivered as part of the production quantity.*****

(End of Text)

***** Optional paragraph which may be tailored.

Applicable to procurements requiring first article testing by the Government. If it is determined that first article will be delivered as part of the production quantity, delete paragraph (c) in its entirety.

HQ C-2-0028 GOVERNMENT SURPLUS PROPERTY (NAVSEA) (SEP 1990)

No former Government surplus property or residual inventory resulting from terminated Government contracts shall be furnished under this contract unless (i) such property is identified in the Special Contract Requirements or (ii) is approved in writing by the Contracting Officer. Notwithstanding any such identification in the Special Contract

Requirements or approval by the Contracting Officer, the Contractor agrees all items or components described in this requirement shall comply in all respects with the specifications contained herein.

(End of Text)

Applicable to ship repair/overhaul procurements. Insert when required.

HQ C-2-0029 HEAVY WEATHER PLAN (NAVSEA) (JUN 1999)

In order to ensure that Naval vessels and material are protected during gales, storms, hurricanes and destructive weather, the Contractor is required to have a written Heavy Weather Plan (HWP) which assigns responsibilities and prescribes actions to be taken on the approach of and during heavy weather conditions as delineated in NAVSEA Standard Item (SI) 009-69. In accordance with SI 009-69, the Contractor shall furnish to the cognizant Shipbuilding, Conversion and Repair, U.S. Navy, a copy of such HWP, and shall make such changes in the plan as the Supervisor considers necessary and reasonable to protect and care for vessels and machinery and equipment to be installed therein.

In the event the Supervisor directs the Contractor to implement the HWP pursuant to SI 009-69 the Contractor may submit to the Contracting Officer a request for reimbursement for costs resulting from such actions together with any documentation that the Contracting Officer may reasonably require. The Government shall reimburse the Contractor for all reasonable, allowable and allocable costs resulting from the Contractor's implementation of the HWP based on such Government direction.

(End of Text)

Applicable to ship repair/overhaul procurements. Insert when required.

HQ C-2-0030 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (FIXED-PRICE) (NAVSEA) (JAN 2008)

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract performance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19 or Schedule A, as applicable, attached to the contract. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2 or Schedule C, as applicable, attached to the contract. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2 or Schedule C, as applicable, as follows:

(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract price and delivery schedule in accordance with the procedures provided for in the clause of this contract entitled "CHANGES--FIXED-PRICE" (FAR 52.243-1).

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI listed on the NAVSEA Form 4340/2 or Schedule C, as applicable, the clause of this contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

(1) From the ASSIST database via the internet at http://assist.daps.dla.mil/; or
(2) By submitting a request to the
Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5094
Telephone (215) 697-2179
Facsimile (215) 697-1462.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

NOTES

⇒ These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command.

(End of Text)

Applicable to fixed price type craft, shipbuilding and ship repair/overhaul procurements which contain Government furnished information and data (NAVSEA Form 4340/2 or Schedule C, as applicable) per NAVSEAINST 4340.1 (Series).

HQ C-2-0031 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (COST TYPE) – ALTERNATE I (NAVSEA) (JAN 2008)

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract guidance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19 or Schedule A, as applicable, attached to the contract. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2 or Schedule C, as applicable, attached to the contract. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2 or Schedule C, as applicable, as follows:

(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the clause of this contract entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2) or "CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS" (FAR 52.243-3).

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI listed on the NAVSEA Form 4340/2 or Schedule C, as applicable, the clause of this contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

(1) From the ASSIST database via the internet at http://assist.daps.dla.mil/; or
(2) By submitting a request to the
Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D
700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5094
Telephone (215) 697-2179
Facsimile (215) 697-1462.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

NOTES

⇒ These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command.

(End of Text)

Applicable to cost type craft, shipbuilding and ship repair/overhaul procurements which contain Government furnished information and data (NAVSEA Form 4340/2 or Schedule C, as applicable) per NAVSEAINST 4340.1 (Series).

HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (JAN 2008)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for -

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION

OPERATION SERVICES " (FAR 52.245-2), as applicable, as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

(End of Text)

Applicable to all procurements which contain Government furnished information and data (NAVSEA Form 4340/2 or Schedule C, as applicable) per NAVSEAINST 4340.1 (Series), except for craft, shipbuilding and ship repair/overhaul procurements.

HQ C-2-0033 LIMITATION OF LIABILITY - HIGH VALUE ITEMS (NAVSEA) (JUN 1992)

The following items are subject to the clause of this contract entitled "LIMITATION OF LIABILITY--HIGH VALUE ITEMS" (FAR 52.246-24):

(End of Text)

NOTES

⇒ List all high value CLINs.

Applicable to all procurements which contain a high value item.

HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(a) Workers' Compensation and Employer's Liability coverage shall be at least $100,000, except as provided in FAR 28.307(a).

(b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least $500,000 per occurrence.

(c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(End of Text)

Applicable to all fixed-price procurements when the clause at FAR 52.228-5 is required.

HQ C-2-0035 MOBILIZATION REQUIREMENTS - FACILITIES USE (NAVSEA) (SEP 1990)

To assure the ready availability of the stored property for defense production, the Contractor, to the extent not in conflict with any specification or other requirements set forth in the Schedule, shall be responsible for storing property in such manner as will permit efficient and rapid removal of said property from storage and its installation in operation position at the Contractor's intended location of use within thirty (30) days after notification to the Contractor by the Contracting Officer that said property is required for production.

(End of Text)

NOTES

⇒ The number of days specified may be varied.

Applicable to facilities procurements. Insert when required.

HQ C-2-0036 ORDERING OF SERVICES FOR FLEET SUPPORT (NAVSEA) (SEP 1990)

(a) Services to be furnished under this contract shall be requested by the Commander, Naval Sea Systems Command, SEA _____. Each request shall be made in writing on

Contracts Services Authority (NAVSEA Form 4350). Any request by telephone or message shall be confirmed in writing on the above form. The Contractor shall proceed to provide the services as requested by SEA _____.

(b) A copy of the SEA _____ service request shall be provided to the Administrative Contracting Officer. The Administrative Contracting Officer, upon receipt of the SEA service request shall prepare and issue a Delivery Order on DD Form 1155 to the Contractor confirming the service request. Service requests may be issued under this contract during the period(s) of performance specified in SECTION F.

(c) All Delivery Orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any delivery order.

(d) Services requested on Saturday, Sunday and Holidays by the Fleets are to be furnished under this contract as requested by NAVSEASYSCOM (SEA _____) and/or by the Fleet Liaison Office at the Naval Sea Systems Support Centers, San Diego, California (Telephone No. A/C 714-225-3535/225-3233) and Norfolk, Virginia (Telephone No. A/C 804-393-3731/393-7278).

(End of Text)

Applicable to all emergency and on-call engineering services procurements.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing

to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

(End of Text)

NOTES

⇒ The period of time in paragraphs (e) and (f) may be varied; however, the time period must be for a fixed period of duration sufficient to avoid the circumstance of unfair competitive advantage or potential bias. Termination of the restriction can be by occurrence of a specified event, e.g., award of the second production contract.

An OCI requirement is necessary for all procurements for advisory or assistance services and other procurements when required. Obtain SEA 02/02B approval prior to using an OCI requirement in accordance with FAR 9.506. See FAR 9.507-2 for guidance on tailoring. Tailoring for individual situations shall be specifically identified at the time approval is sought. Changes, if any, shall be highlighted. A copy of the approved version shall be provided to the division clause committee representative. This OCI requirement is for SAMPLE purposes only.

HQ C-2-0038 PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/overdimensional materials.

(End of Text)

Insert when FOB destination is specified and item has transportation characteristics exceeding those allowed by state highway officials. NAVSEA INST 4600.1 (series) applies.

HQ H-2-0039 PLANS AND OTHER DATA (FT) (NAVSEA) (JAN 1983)

Whenever the Department shall so require, the Contractor shall, at the cost of reproduction, furnish to whomsoever may be designated by the Department (including other shipbuilding Contractors), copies of working plans (including reproducibles), selected record plans, indices, material schedules, plan schedules, purchase specifications and other data relating to the construction of the vessel. The furnishing of such data shall not constitute any guaranty or warranty, either express or implied, by the Contractor other than that they are correct copies of such data.

(End of Text)

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval. Insert when required.

HQ C-2-0040 PLANT PROTECTION (NAVSEA) (DEC 2005)

(a) In accordance with NAVSEA STANDARD ITEM (SI) 009-72, the Contractor shall develop, maintain, and implement, as necessary, a Plant Protection Plan which prescribes the actions and procedures and assigns responsibilities for actions to be taken to provide adequate protection of the ship(s) and the materials and equipment to be installed therein. A copy of SI 009-72 can be obtained from the purchasing office representative listed in Section G of the contract or via the internet at:

http://www.supship.navy.mil/ssrac4/standard.htm

(b) The Contractor shall establish and maintain, for its plant and the work in process under this contract, physical security boundaries and other security measures to provide safeguards against hazards, including unauthorized entry, malicious mischief, theft, espionage, sabotage, and terrorism to U.S. Naval Vessels and their crews, in accordance with SI 009-72 and Attachment A thereto. The Contractor shall also provide reasonable safeguards against vandalism and fire.

(c) The Contractor shall meet the requirements of Force Protection Condition NORMAL (as defined in SI 009-72) at all times. In addition and in accordance with SI 009-72, the Contractor shall meet the requirements of increased levels of Force Protection as may be required or approved by the Contracting Officer, or when notified by the Supervisor, for the protection of its plant and the work in process under this contract against any threats including terrorism, espionage, sabotage, and enemy action.

(d) At the Supervisor's discretion, the Contractor and the Supervisor shall negotiate a cost rate agreement applicable to each level of increased Force Protection above the NORMAL level. In addition to material costs, the labor cost rates shall be negotiated using the contractor's and the Supervisor's accepted common business practices. The labor and material costs to the Contractor for all safeguards so required or approved shall, to the extent allowable and allocable to this contract, be reimbursed to the Contractor in the same manner as if the Contractor has furnished such safeguards pursuant to a change order issued under the clause of this contract entitled "CHANGES--FIXED PRICE" (FAR 52.243-1) or "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2), as applicable. Such costs shall not include any allowance on account of overhead expense, except shop overhead charges incident to the construction or installation of such devices or equipment.

(e) Upon payment, in accordance with the Payments provision of this contract, by the Government of the cost to the Contractor for any device or equipment required or approved under paragraph (c) above, title thereto shall vest in the Government, and the Contractor shall comply with the instructions of the Contracting Officer respecting the identification and disposition thereof. No part or item of any such devices or equipment shall be or become a fixture by reason of affixation to any realty not owned by the Government.

(f) The plant protection plan and rate agreements required by this requirement shall be completed and implemented, within sixty (60) days of contract award for new construction and prior to ship arrival for conversion.

(End of Text)

*Insert the contract number for the Defense Emergency Relief Fund (DERF) contract number. If no DERF contract is applicable then delete paragraph (f).

Applicable to all craft and shipbuilding procurements.

HQ C-2-0041 PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS (NAVSEA) (JAN 2008)

(a) The printing, duplication, and binding of all technical manuals, books, and other publications, and changes, amendments, and revisions thereto, including all copies and portions of such documents which are required to be prepared and furnished under this contract for review, approval or otherwise, shall be accomplished in accordance with the following:

(1) DOD Instruction 5330.03, Document Automation & Production Service (DAPS) of February 8, 2006
(2) Federal Acquisition Regulation (FAR) Subparts 8.8 and 17.5, as in effect on the date of this contract and;
(3) "Government Printing and Binding Regulations", published by the Joint Committee on Printing, Congress of the United States, as in effect on the date of this contract.

(b) Publications and other printed or duplicated material which (1) are prepared and carried by equipment manufacturers for regular commercial sale or use, and (2) require no significant modification for military use or to meet the requirements of this contract, or (3) are normally supplied for commercial equipment, shall be provided by the Contractor. Except for material falling within (1) through (3) of this paragraph, the printing of technical manuals, publications, changes, revisions, or amendments by the Contractor or subcontractor is prohibited.

(c) The Contractor shall have the printing and binding of final approved technical manuals, publications, changes, revisions and amendments thereto, as required under this contract (whether prepared by the Contractor or a subcontractor), printed at Government expense by or through the Defense Automation and Production Service (DAPS)in the Naval District in which the Contractor is located, in accordance with the following general procedures:

(1) Prior to preparation of materials for printing (photolithographic negatives or camera-ready copies) by the Contractor or a subcontractor, the Contractor shall make arrangements with the DAPS and with the designated Contract Administration Office for printing and binding which shall include:

(i) Citation of contract number;

(ii) Security classification of materials to be printed;

(iii) Establishment of a schedule for printing, including estimated delivery date to DAPS;

(iv) Provisions for furnishing photolithographic negatives or camera-ready copies and art work in the proper sequence for printing;

(v) A check-off list to verify the printing sequence of text pages and foldouts in the form prescribed by DAPS;

(vi) Complete printing instructions, which shall specify colors, if required for specific pages, the trim size, including apron, if required, for each foldout/in or chart, or other unique requirements;

(vii) Type of binding (side stitch, perfect bound, saddle stitch, glue bound, tape bound plastic comb/wire bound, loose leaf, screw posts, etc.); and

(viii) Other instructions, as applicable, such as packing instructions, banded, shrink pack, strap, binders, fill and seal cartons/boxes, inset padding of any type type of envelope, water type packaging or other container quantity for each addressee, required delivery schedule, or delivery instructions. (The Contractor shall provide an address list and addressed mailing labels for each addressee).

(ix) Special handling of classified materials from Confidential up to Top Secret requiring printing through DAPS or the GPO are managed in accordance with DODD 5200.32**.** Contact the appropriate DAPS location before delivering classified originals to ensure proper handling and disposition.

(2) The Contractor shall ship the complete set of photolithographic negatives, camera-ready copies or digital media (CD/DVD) required to be printed in accordance with the detailed procedures specified by DAPS. All transportation charges are paid to DAPS or a contract printer designated by DAPS. The DAPS shall sign the acceptance block of the DD Form 250 for reproducible quality only.

(3) For steam and electrical plant composite diagrams, the Contractor shall provide an original Mylar print of the diagram to the DAPS with a guide indicating the color of each line. DAPS, or via the GPO, will prepare the color separation negatives for the

composite diagram and return those to the Contractor for editorial review. DAPS will correct any errors and print the corrected composite diagram.

(4) DAPS will furnish or provide for all supplies and services (including binders) which are necessary to accomplish the printing and binding.

(5) DAPS will pack and ship or provide for packing and shipping of the printed material to the Contractor and the distribution list furnished by the Contractor in accordance with the printing order, unless distribution by the Contractor is otherwise required by the terms of the contract, the specifications, or otherwise, in which case the printed and bound publications will be returned to the Contractor for distribution.

(6) DAPS will pack and ship the material used for printing to the DAPS, 4th Naval District (Philadelphia, PA), for storage.

(d)(1) In establishing the schedule for printing, the Contractor shall provide for furnishing the photolithographic negatives, camera-ready copies or digital media (CD/DVD) to DAPS in time to allow at least the minimum number of working days specified in the schedule below (eight-hour day, five days per week exclusive of Saturdays, Sundays, and holidays) from date of acceptance of material for printing at DAPS to date of shipment of printed material from DAPS.

Printing	Minimum number of working Days required by DAPS
Up to 200 copies per original	30
201 through 400 copies per original	40
401 through 600 copies per original	50
601 copies per original and over	60

(2) If DAPS exceeds the delivery requirements established in accordance with paragraph (c)(1)(iii), for the item(s) specified, the time shall be extended by an equivalent number of working days, provided that the Contractor requests such extension(s), in writing, to the Contracting Officer and submits with its request sufficient evidence to enable the Contracting Officer to determine the validity of the Contractor's request.

(e) The Contractor shall not be responsible for the quality, or quality control, of printing performed by DAPS or a printer under contract to DAPS; and, the Government shall reimburse the Contractor for any costs incurred for replacement of material lost or damaged by DAPS or a printer under contract to DAPS.

(f) The costs of printing, binding, packing and shipping by DAPS of the publications and changes described herein (but not the costs of preparing photolithographic negatives, camera-ready copies and other materials for printing or the costs of transporting or shipping such materials to DAPS or a contract printer designated by DAPS) shall be borne by the Government.

(End of Text)

Applicable to all procurements requiring printing of technical manuals by the Contractor through DAPS, except for craft and shipbuilding procurements. NOT applicable when final destination of camera-ready copy of technical manual is NAVSEA/PEO/DRPM.

HQ C-2-0042 PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS - ALTERNATE I (NAVSEA) (JAN 2008)

(a) The printing, duplication, and binding of all technical manuals, books, and other publications, and changes, amendments, and revisions thereto, including all copies and portions of such documents which are required to be prepared and furnished under this contract for review, approval or otherwise, shall be accomplished in accordance with the following:

(1) DOD Instruction 5330.03, Document Automation & Production Service (DAPS) of February 8, 2006
(2) Federal Acquisition Regulation (FAR) Subparts 8.8 and 17.5, as in effect on the date of this contract and;
(3) "Government Printing and Binding Regulations", published by the Joint Committee on Printing, Congress of the United States, as in effect on the date of this contract.

(b) Publications and other printed or duplicated material which (1) are prepared and carried by equipment manufacturers for regular commercial sale or use, and (2) require no significant modification for military use or to meet the requirements of this contract, or (3) are normally supplied for commercial equipment, shall be provided by the Contractor. Except for material falling within (1) through (3) of this paragraph, the printing of technical manuals, publications, changes, revisions, or amendments by the Contractor or subcontractor is prohibited.

(c) The Contractor shall have the printing and binding of final approved technical manuals, publications, changes, revisions and amendments thereto, as required under this contract (whether prepared by the Contractor or a subcontractor), printed at Government expense by or through the Defense Automation and Production Service (DAPS) in the Naval District in which the Contractor is located, in accordance with the following general procedures:

(1) Prior to preparation of materials for printing (photolithographic negatives or camera-ready copies) by the Contractor or a subcontractor, the Contractor shall make arrangements with the DAPS and with the designated Contract Administration Office for printing and binding which shall include:

(i) Citation of contract number;

(ii) Security classification of materials to be printed;

(iii) Establishment of a schedule for printing, including estimated delivery date to DAPS;

(iv) Provisions for furnishing photolithographic negatives or camera-ready copies and art work in the proper sequence for printing;

(v) A check-off list to verify the printing sequence of text pages and foldouts in the form prescribed by DAPS;

(vi) Complete printing instructions, which shall specify colors, if required for specific pages, the trim size, including apron, if required, for each foldout/in or chart, or other unique requirements;

(vii) Type of binding (side stitch, perfect bound, saddle stitch, glue bound, tape bound plastic comb/wire bound, loose leaf, screw posts, etc.); and

(viii) Other instructions, as applicable, such as packing instructions, banded, shrink pack, strap, binders, fill and seal cartons/boxes, inset padding of any type type of envelope, water type packaging or other container quantity for each addressee, required delivery schedule, or delivery instructions. (The Contractor shall provide an address list and addressed mailing labels for each addressee).

(ix) Special handling of classified materials from Confidential up to Top Secret requiring printing through DAPS or the GPO are managed in accordance with DODD 5200.32. Contact the appropriate DAPS location before delivering classified originals to ensure proper handling and disposition.

(2) The Contractor shall ship the complete set of photolithographic negatives, camera-ready copies or digital media (CD/DVD) required to be printed in accordance with the detailed procedures specified by DAPS. All transportation charges are paid to DAPS or a contract printer designated by DAPS. The DAPS shall sign the acceptance block of the DD Form 250 for reproducible quality only.

(3) For steam and electrical plant composite diagrams, the Contractor shall provide an original Mylar print of the diagram to the DAPS with a guide indicating the color of each line. DAPS will prepare the color separation negatives for the composite diagram and return those to the Contractor for editorial review. DAPS will correct any errors and print the corrected composite diagram.

(4) DAPS will furnish or provide for all supplies and services (including binders) which are necessary to accomplish the printing and binding.

(5) DAPS will pack and ship or provide for packing and shipping of the printed material to the Contractor and the distribution list furnished by the Contractor in accordance with the printing order, unless distribution by the Contractor is otherwise required by the terms of the contract, the specifications, or otherwise, in which case the printed and bound publications will be returned to the Contractor for distribution.

(6) DAPS will pack and ship the material used for printing to the DAPS, 4th Naval District (Philadelphia, PA), for storage.

(d)(1) In establishing the schedule for printing, the Contractor shall provide for furnishing the photolithographic negatives, camera-ready copies or digital media (CD/DVD) to DAPS in time to allow at least the minimum number of working days specified in the schedule below (eight-hour day, five days per week exclusive of Saturdays, Sundays, and holidays) from date of acceptance of material for printing at DAPS to date of shipment of printed material from DAPS.

Printing	Minimum number of working Days required by DAPS
Up to 200 copies per original	30
201 to 400 copies per original	40
401 to 600 copies per original	50
601 copies per original and over	60

(2) If DAPS exceeds the delivery requirements established in accordance with paragraph (c)(1)(iii), for the item(s) specified, the time shall be extended by an equivalent number of working days, provided that the Contractor requests such extensions, in writing, to the Contracting Officer and submits with its request sufficient evidence to enable the Contracting Officer to determine the validity of the Contractor's request. If performance of all or part of the work under this contract is delayed or interrupted by said late shipment by DAPS, an adjustment shall be made pursuant to the "GOVERNMENT DELAY OF WORK" (FAR 52.242-17) clause of the contract.

(e) The Contractor shall not be responsible for the quality, or quality control, of printing performed by DAPS or a printer under contract to DAPS, and the Government shall reimburse the Contractor for any costs incurred on account of replacement of material lost or damaged by DAPS or a printer under contract to DAPS. If such loss or damage of material causes a delay or interruption of performance of all or any part of the work under this contract, an adjustment shall be made pursuant to the "GOVERNMENT DELAY OF WORK" clause of the contract.

(f) The costs of printing, binding, packing and distribution by DAPS of the publications and changes described herein (but not the costs of preparing photolithographic negatives, camera-ready copies and other materials for printing and the costs of transporting or shipping such materials to DAPS or a contract printer designated by DAPS) shall be borne by the Government.

(End of Text)

Applicable to all craft and shipbuilding procurements requiring printing of technical manuals by the Contractor through DAPS. NOT applicable when final destination of camera-ready copy of technical manual is NAVSEA/PEO/DRPM.

HQ C-2-0043 PROTECTION OF THE SHIP DURING ADVERSE ENVIRONMENTAL CONDITIONS (NAVSEA) (FEB 1994)

The Contractor shall ensure that the ship(s) and all related material at the Contractor's facilities are protected during conditions of heavy weather, high winds, heavy snow and icing, high water or similar adverse environmental conditions. The Contractor shall develop, maintain, and implement as necessary an "Adverse Environmental Conditions Plan" which prescribes the actions and procedures and assigns responsibilities for action to be taken in preparation for and during the period of adverse environmental conditions. The Contractor shall furnish the plan to the Supervisor and shall make such changes in the plan as the Supervisor considers necessary to provide for adequate protection of the ship(s) and the materials and equipment to be installed therein.

(End of Text)

Applicable to shipbuilding procurements. Insert when required.

HQ C-2-0044 PROTECTION OF THE VESSEL (NAVSEA) (SEP 1990)

(a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off-loaded and the tanks cleaned, except as may be mutually agreed upon between the Contractor and the Supervisor prior to work on the vessel by the Contractor. Fire hose lines shall be maintained by the Contractor ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel's Gas Free Officer and the Supervisor with a "Gas Chemists' Certificate" before any hot work is done. The Contractor shall maintain a fire watch aboard the vessel in areas where the Contractor is working. All other fire watches aboard the vessel shall be the responsibility of the Government.

(b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty-five degrees Fahrenheit, the Contractor shall assist the Government when requested in keeping all pipe-lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.

(c) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.

(d) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or the work performed by the Contractor in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the work in its immediate vicinity "broom clean", unless more exactly specified by the Supervisor.

(End of Text)

Applicable only to craft, shipbuilding and headquarters ship repair/overhaul procurements. Insert when required.

HQ C-2-0045 QUALIFICATION OF CONTRACTOR NONDESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (APR 2004)

(a) The Contractor and any Nondestructive Testing (NDT) subcontractor shall utilize for the performance of required NDT, only Level I, II and III personnel currently certified in accordance with NAVSEA Technical Publication T9074-AS-GIB-010/271, ACN Notice 1 of 16 Feb 99. Documentation pertaining to the qualification and certification of NDT personnel shall be made available to the Contracting Officer for review upon request.

(b) These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of SEA 08. Because of health and safety considerations, such matters will continue to be handled as directed by SEA 08.

(End of Text)

Applicable to non-nuclear craft, shipbuilding and ship repair/overhaul procurements requiring NDT. Insert when required.

HQ C-2-0046 REMOVAL AND SHIPOUT OR OTHER DISPOSITION OF GOVERNMENT PROPERTY (NAVSEA) (SEP 1990)

The Contractor shall remove from the vessel and suitably pack for shipment those items of equipment specifically listed in the Inactivation Work Package, directly or by reference, for shipout to designated Government agencies. SUPSHIP will ship such items of equipment on Government Bills of Lading (GBL). Scrap generated by other inactivation work shall remain Government property and, as such shall be shipped to _____ as directed by SUPSHIP. Those items of equipment for which specific shipout directions are not provided shall be left installed on the vessel. Equipment removed to allow access for authorized removals shall be shipped to _____ as directed by SUPSHIP.

(End of Text)

Applicable to ship repair/overhaul procurements for inactivation. Insert when required.

HQ C-2-0047 REMOVALS (NAVSEA) (SEP 1990)

The Contracting Officer may, by written notice to the Contractor, direct removal of any or all of the property from storage. Within the shortest practicable time after receipt of such notice, but in no event more than thirty (30) days thereafter, unless a longer period is agreed to by the parties hereto, the Contractor will dismantle, prepare for shipment and load the item of property affected, on a common carrier at the place of storage in accordance with sound industrial practice and such instructions as the Contracting Officer may issue. The Contracting Officer may, by written notice to the Contractor direct the return of any item of the property removed, and the Contractor shall store the property at the Plant as provided for in Section F. In the event such items are removed and forwarded to a Government depot or to a party other than the Contractor, removal and return to storage of said items shall be at the expense of the Government.

(End of Text)

Insert when required.

HQ C-2-0048 REQUISITIONS FROM THE FEDERAL SUPPLY SYSTEM (NAVSEA) (JUL 1992)

Requisitions for Government Furnished Material from the Federal Supply System which are requisitioned by a contractor, or are to be shipped directly to a contractor, must be submitted to the following Management Control Activity (MCA):

MCA (Name): _____
Telephone: _____
Address: _____

For purposes of requisitions of Government Furnished Material from the Federal Supply System, the Contractor:

☐ has been assigned Defense Activity Address Code (DODAAC) _____;

☐ the Naval Sea Systems Command has requested assignment of a DODAAC by the Navy Accounting and Finance Center (NAFC).

(End of Text)

Applicable to craft repair and ship repair/overhaul procurements. Insert when required.

HQ C-2-0065 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (DEC 2006)

(a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall, at a minimum:

(1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE/EIA Std. 12207.0;

(2) Contain the information defined by IEEE/EIA Std. 12207.1, section 5.2.1 (generic content) and the Plans and Procedures in Table 1 of IEEE/EIA Std. 12207.1. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;

(3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;

(4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE/EIA Std. 12207 as appropriate. Such processes shall be equivalent to those articulated by CMMI®;

(5) Include the content defined by all information items listed in Table 1 of IEEE/EIA Std. 12207.1, as appropriate for the system and be consistent with the processes proposed by the developers;

(6) Adhere to the characteristics defined in section 4.2.3 of IEEE/EIA Std. 12207, as appropriate;

(7) Describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this contract;

(8) Be in accordance with the framework defined in IEEE/EIA Std. 12207.0, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;

(9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with section 6.5.3a of IEEE/EIA Std. 12207.1, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

(b) The SDP shall be delivered to the Government for concurrence under CDRL ___ and shall not vary significantly from that proposed to the Government for evaluation for award. The contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

(End of Text)

Applicable to all procurements that include software development, acquisition and life cycle support.

NOTES:

NAVSEA 02 Personnel shall assist Program Managers when requirements are being established for software development plans when structuring RFPs and contracts.

Within the SOW there shall be a requirement for delivery of a Software Development Plan (SDP). The Statement of Work shall describe the Navy's minimum requirements regarding the software development life cycle model proposed for use. The SDP should be modeled after the IEEE/EIA. 12207 standard. The Navy should not specify a specific format but rather allow offerors to select their preferred format for this document. The content of the SDP, however, needs to meet certain criteria as listed above.

It is recommended that the requirements of the SDP be based on the characteristics of the system to be developed and not mandate any specific approach, but rather define the

criteria under which the offeror proposes to perform and be evaluated under. In some cases, specific approaches may be required based on Navy needs and the system to be acquired.

Fill in CDRL number in paragraph (b).

The Program Manager shall ensure that the solicitation provides for an initial SDP and a final SDP to be made part of the awarded contract and designated as a CDRL. The contract shall provide that any changes, modifications, updates or deletions to the plan shall require prior Government approval.

ASN Memo of Nov 17, 2006, subject: Software Process Improvement Initiative Contract Language, applies.

HQ C-2-0049 SHIPBUILDING PRODUCTION PROGRESS CONFERENCES (SPPC) (AT) (JAN 1983)

(a) The Contractor agrees to attend _____*_____ progress meetings to be held at the Naval Sea Systems Command, or if the Government so elects, at the Contractor's plant, beginning _____**_____ (_____) months after the effective date of this contract. The purpose of the meetings is to report progress, anticipated delays, cost experience in relation to budget and projected end costs, manning, schedules, receipt of Government-furnished property/Contractor-furnished material, production problems, and other related matters.

(b) It is agreed and understood that the reports to be made by the Contractor pursuant to this requirement are additional to, and not in substitution for, reports and notices required to be made or given by the Contractor pursuant to other requirements of this contract, including, but not limited to, the "NOTIFICATION OF CHANGES" requirement.

***(c) The _____**___ production report requirement does not apply to items under the technical cognizance of Deputy Commander Nuclear Propulsion Directorate. Production progress information regarding such items shall be provided as requested by NAVSEA 08.

(End of Text)

* Insert appropriate period (e.g., quarterly).
** Insert appropriate period of time.
*** Nuclear contracts only.

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval. Insert when required.

HQ C-2-0050 SPECIAL AGREEMENT REGARDING SWITCHBOARD

SUBCONTRACTS (NAVSEA) (JUN 2000)

(a) The Government has an interest in maintaining a competitive market for switchboards to be used on U.S. Naval vessels. The requirements of 10 U.S.C. 2534 result in a major component of certain switchboards (i.e., air circuit breakers) being available from a single domestic source who is also a competitor for such switchboards. Therefore, the Contractor shall evaluate subcontract proposals for such switchboards exclusive of air circuit breaker content or on some other basis that ensures an equitable switchboard competition.

(b) The Contractor shall, in all cases involving subcontracts which contain air circuit breakers for switchboards, give advance notification to the contracting officer and obtain written consent of the contracting officer prior to placing any such subcontract. Such advance notification shall include the information listed under paragraph (f)(1) of the clause entitled "SUBCONTRACTS" (FAR 52.244-2).

(End of Text)

NOTES

⇒ Paragraph (b) is for fixed price contracts only. If a cost type contract is used, delete paragraph (b) and modify clause 52.244-2 entitled "SUBCONTRACTS" as follows:

Under paragraph (e) add the following:

"The Contractor shall, in all cases involving subcontracts which contain air circuit breakers for switchboards, give advance notification to the Contracting Officer and obtain written consent of the Contracting Officer prior to placing any such subcontract. Such advance notification shall include all information required elsewhere by this clause."

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval. Insert when required.

HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

(End of Text)

Applicable to all procurements which have an approved waiver to use non-commercial specifications and standards.

HQ C-2-0052 STANDARDIZATION (NAVSEA) (JAN 2008)

The Contractor shall develop and implement a standardization process, reducing range and increasing depth of like equipments, to enhance supportability, minimize life cycle costs, and increase system readiness and interoperability across ships/ship classes through the selection of equipment and components which are, to the maximum extent possible, (1) common within the ship, (2) common for application within the _____ Class and (3) common with equipment/components currently installed in U.S. Navy ships. The Contractor shall utilize both Industry (e.g., the Common Parts Catalog) and Government (e.g., the Hull, Mechanical and Electrical Equipment Data Research System (HEDRS)) tools in implementing the standardization program across shipbuilders.

(End of Text)

Applicable to craft and shipbuilding procurements. Insert when required.

HQ C-2-0053 STANDARDIZATION - ALTERNATE I (NAVSEA) (JAN 2008)

Subject to meeting the requirements of the specifications, the Contractor shall utilize equipments and components identical to those of the _____ Class Ships. Where equipments or components are not available, the Contractor shall select hull, mechanical, and electrical (HM&E) components in the following order:

(a) Equipment which meets the requirements of the specifications and is identical to equipments and components of the _____ Class Ships.

(b) HM&E equipment that meets the requirement of the specification and which is listed in HM&E Equipment Data Research System (HEDRS) with an Engineering Support Code (ESC) of either A, *, G, S, X, Z, P.

(c) Equipment which meets the requirements of the specifications (non-standard equipment). For this category, Provisioning Technical Documentation shall be submitted in accordance with paragraph (d) below, and the requirements of the Contract Data Requirements List (CDRL), Exhibit _____.

(d) For Contractor furnished equipments that meet standardization requirements of paragraph (a) or (b) above, only a Statement of Prior Submission is required. For non-standard equipment, paragraph (c) above, Provisioning Technical Documentation (PTD) shall be developed in accordance with MIL-PRF-49506 dated 11 November 1996, and the Provisioning Requirements Statement.

(e) For non-standard equipment, paragraph (c) above, new/revised Level 3 drawings per MIL-DTL-31000C dated 9 July 2004 shall be developed for new/modified Contractor furnished equipment. In addition, the Contractor shall update applicable Level 3 contract ship construction drawings.

(f) For non-standard equipment, paragraph (c) above, new/revised technical manuals shall be developed in accordance with NAVSEA Standard Items 009-39, 009-41 and 009-42. Technical manual management data shall include those deliverable data items required for Government monitoring/tracking/approval of Contractor's technical manual efforts.

(End of Text)

Applicable to ship repair/overhaul procurements. Insert when required.

HQ C-2-0054 SUPERSEDURE (SEP 90)

This contract supersedes Contracts _____.

(End of Text)

Applicable to facilities, storage and accounting procurements. Insert when required.

HQ C-2-0055 TARGET PRICE NOTIFICATION REQUIREMENT (NAVSEA) (SEP 1995) (Applicable to Items _____)

(a) The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that--

(1) the costs the Contractor expects to incur within the next 60 days (including amounts payable to subcontractors), when added to all costs previously incurred, will exceed 75 percent of the target cost specified in the Schedule, or

(2) the projected cost for the performance of this contract, exclusive of target profit, will be greater than the target cost specified in Section B of the contract.

(b) As part of the notification the Contractor shall provide the Contracting Officer the date when it is estimated that costs incurred will equal or exceed target cost and a revised estimate of the total cost of performing the contract. In the event that the revised estimated cost plus any adjustment for profit or loss exceeds the ceiling price specified in the Schedule, the Government's liability is limited to the ceiling price specified in the Schedule.

(c) This notification requirement shall apply to each separately identified target price specified in Section B of the contract.

(End of Text)

Applicable to all fixed-price incentive procurements.

HQ C-2-0056 TESTS AND TRIALS (NAVSEA) (OCT 1990)

During the conduct of required tests and trials, the vessel shall be under the control of the vessel's Commander and crew with representatives of the Contractor and the Government on board to determine whether or not the work done by the Contractor has been satisfactorily performed. The Contractor shall provide and install all fittings and appliances which may be necessary for dock and sea trials to enable the representatives of the Government to determine whether the requirements of the contract have been met, and the Contractor shall install and remove instruments and apparatus furnished by the Government for such trials, as required by the specifications.

(End of Text)

Applicable to craft, shipbuilding and ship repair/overhaul procurements when the Government has taken delivery of the vessel. Insert when required.

HQ C-2-0057 TESTS AND TRIALS - ALTERNATE I (NAVSEA) (MAY 1993)

During the conduct of required tests and trials, the vessel shall be under the control of the Contractor and the Contractor's crew with representatives of the Contractor and the Government on board to determine whether or not the work done by the Contractor has been satisfactorily performed. The Contractor shall provide and install all fittings and appliances which may be necessary for dock and sea trials to enable the representatives of the Government to determine whether the requirements of the contract have been met, and the Contractor shall install and remove instruments and apparatus furnished by the Government for such trials, as required by the specifications.

(End of Text)

Applicable to craft, shipbuilding and ship repair/overhaul procurements when the Government has not taken delivery of the vessel. Insert when required.

HQ C-2-0058 TITLE OF PROPERTY - FACILITIES USE (NAVSEA) (SEP 1990)

Title to each item of the property is now and shall remain in the Government. Title to parts replaced by the Contractor shall pass to and vest in the Government upon installation thereof. Neither the property nor any part thereof shall be or become a fixture by reason of affixation to any realty not owned by the Government.

(End of Text)

Applicable to facilities procurements. Insert when required.

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

(End of Text)

Applicable to all new procurements valued at $100,000 or greater which cite military specifications and standards.

HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or

regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of Text)

Insert in all procurements.

NOTE

⇒ The contact point (Director, E Business Division, SEA 027) identified in the last paragraph may be changed to the cognizant contracting officer if desired.

HQ C-2-0060 USE OF POWER GRINDERS AND SAWS (NAVSEA) (SEP 1990)

(a) All portable pneumatic grinders or reciprocating saws that are to be used on reactor plant material or equipment or used within the reactor compartment shall be equipped with safety lock-off devices. In addition, the Contractor agrees that all portable pneumatic grinders or reciprocating saws that it purchases or acquires subsequent to the date of this contract, for use in performance of this contract in Naval workplace areas shall be equipped with safety lock-off devices.

(b) A "safety lock-off device" is any operating control which requires positive action by the operator before the tool can be turned on. The lock-off device shall automatically and positively lock the throttle in the off position when the throttle is released. Two consecutive operations by the same hand shall be required first to disengage the lock-off device and then to turn on the throttle. The lock-off device shall be integral with the tool, shall not adversely affect the safety or operating characteristics of the tool, and shall not be easily removable.

(c) Devices, such as a "dead man control" or "quick-disconnect", which do not automatically and positively lock the throttle in the off position when the throttle is released, are not safety lock-off devices.

(End of Text)

Applicable to shipbuilding and ship repair/overhaul procurements for nuclear work. Insert when required.

HQ C-2-0061 USE OF PROPERTY (NAVSEA) (SEP 1990)

The Contractor may remove from storage and use any item of the property in the performance of prime contracts with the Government or subcontracts under such prime contracts (which contracts and subcontracts are hereinafter referred to as "Related Procurement Contracts") subject to the following conditions:

(a) The Contractor shall pay rental at the rate of 2% per month of the Acquisition Cost of each item of such property for the period of time the property is removed from storage until returned to storage; provided, however, that to the extent any related procurement-contract shall be awarded to the Contractor on the basis of rent-free use of the property then a credit against the rental herein shall be allowed not exceeding such rent-free equivalent.

(b) There shall be no charge to the Government under this contract for costs of inspection, repair or modification as necessary for the use intended, removal from storage, updating of planning and manufacturing documents, represervation, return to storage and use of the property; provided, however, that the Contractor shall not be precluded from including such costs as may be allocable and allowable under the terms of related procurement contracts for which the property is used.

(c) Upon completion of use, any property removed from storage under this clause shall be represerved and returned to storage by the Contractor at no cost to the Government under this contract.

(d) The Contractor shall submit to the Administrative Contracting Officer within 60 days after June 30 and December 3l of each year during the term of this contract, a written statement of the total use of each item of property by the Contractor and shall indicate the

amount of cash rental due for such 6-month period. The Contractor shall concurrently pay the rent due the Government by check made payable to the Treasurer of the United States which check shall be mailed or delivered to cognizant paying office listed in block 12 of the signature page of this contract.

(End of Text)

Applicable to facilities procurements. Insert when required.

HQ C-2-0062 WAIVER OF FIRST ARTICLE REQUIREMENTS (NAVSEA) (SEP 1990)

If the First Article is waived by the Government, the Contractor shall deliver supplies that are identical or substantially identical to those previously accepted by the Government under the following contract(s):

_____

_____

_____

(Offeror to fill in contract number(s), as applicable. See Section M)

(End of Text)

Applicable to competitive procurements requiring First Article Testing when testing will be waived for prior producer(s).

SECTION D – PACKAGING AND MARKING

PART 1 – CONTRACT LINE ITEM DESCRIPTION

HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

(End of Text)

Applicable to all procurements containing data item(s).

HQ D-1-0002 PACKAGING LANGUAGE (W/O MILITARY SPECIFICATIONS)

Item(s) _____ The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

(End of Text)

NOTES

⇒ Language may be tailored and/or additional requirements added.

Applicable to all procurements which do not cite packaging specifications.

HQ D-1-0003 PACKAGING LANGUAGE (W/MIL-E-17555 REQUIREMENT)

Item(s) _____ - The supplies furnished hereunder shall be cleaned, preserved, packaged, packed and marked Level A in accordance with Military Specification MIL-E-17555H(2), dated 2 November 1992.

(End of Text)

NOTES

⇒ Language may be tailored and/or additional requirements added.

Applicable to all procurements which cite MIL-E-17555.

HQ D-1-0004 PIO PACKAGING LANGUAGE (W/O MIL-E-17555 REQUIREMENT)

Item(s) _____ - The supplies furnished hereunder shall be cleaned, preserved, packaged, packed and marked in accordance with the instructions provided by the Contracting Officer, Provisioning Activity, or ACO. When not otherwise specified, spare and repair parts shall be packaged to ensure protection against corrosion, deterioration, physical, and electrical damage during shipment from the Contractor to the point of delivery.

(End of Text)

Applicable to all procurements containing PIO requirements.

HQ D-1-0005 PIO PACKAGING LANGUAGE (W/MIL-E-17555 REQUIREMENT)

Item(s) _____ - The parts ordered hereunder shall be cleaned, preserved, packaged, packed and marked in accordance with instructions provided by the Contracting Officer, Provisioning Activity, or ACO. When not otherwise instructed, spare and repair parts shall be cleaned, preserved, packaged, packed and marked Level A in accordance with Military Specification MIL-E-17555H(2), dated 2 November 1992.

(End of Text)

Applicable to all procurements containing PIO requirements which cite MIL-E-17555.

HQ D-1-0006 WARRANTY NOTIFICATION FOR ITEM(S) _____ - (NAVSEA) (NOV 1996)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

> THIS ITEM WARRANTED UNDER CONTRACT N00024-
> _____ TO CONFORM TO DESIGN,
> MANUFACTURING, AND PERFORMANCE REQUIREMENTS
> AND BE FREE FROM DEFECTS IN MATERIAL AND

WORKMANSHIP FOR _____ FROM
DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE
NOTIFY _____ AND PCO.

(End of Text)

Applicable to all procurements which contain a warranty when Alternate I is not used.

HQ D-1-0007 WARRANTY NOTIFICATION FOR ITEM(S) _____ - ALTERNATE I (NAVSEA) (APR 2004)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container in accordance with MIL-STD-129P dated 15 December 2002 and MIL-STD-130L dated 10 October 2003. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N00024-
_____ TO CONFORM TO DESIGN,
MANUFACTURING, AND PERFORMANCE REQUIREMENTS
AND BE FREE FROM DEFECTS IN MATERIAL AND
WORKMANSHIP FOR _____ FROM
DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE
NOTIFY _____ AND PCO.

(End of Text)

Applicable to all procurements which contain a warranty and cite marking specifications.

PART 2 – GENERAL REQUIREMENTS

HQ D-2-0003 ADDITIONAL MARKING REQUIREMENTS FOR FMS ITEMS (NAVSEA) (SEP 1992)

(a) The following identifying marks shall appear on the outside of each box, parcel and/or crate and all shipping papers included in each shipment:

NAVY

FMS CASE _____

REQUISITION NO. _____

ITEM DESCRIPTION _____

If a consolidated shipment of several items in one container is forwarded, add to the above information "CONSOLIDATED SHIPMENT, CONTAINS _____ ITEMS".

(b) The inscription "UNITED STATES OF AMERICA" shall be affixed in a suitable size indelible stencil, label or printed form on all external shipping containers or the exterior surface of uncrated items.

(c) All invoices, correspondence, reports and other documents shall be identified with the appropriate FMS case designator, requisition number(s), and item description(s).

(End of Text)

Applicable to all procurements containing FMS hardware requirements.

HQ D-2-0001 BOA LANGUAGE FOR SECTION D

The supplies to be furnished by the Contractor shall be cleaned, preserved, packaged, packed and marked in accordance with instructions specified in orders issued by the Contracting Officer in accordance with the special contract requirement(s) of this agreement entitled “ORDERS”.

(End of Text)

Applicable to all Basic Ordering Agreements (BOAs).

HQ D-2-0004 IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification

marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

(1) Parts shall be marked in accordance with generally accepted commercial practice.

(2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

(End of Text)

Applicable to all hardware procurements when Alternate I is not used.

HQ D-2-0005 IDENTIFICATION MARKING OF PARTS - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

(1) Parts not manufactured to Government specifications shall be marked in accordance with generally accepted commercial practice.

(2) Parts manufactured to Government specifications shall be marked as follows:

(i) Electrical Parts - that is, all parts in electrical equipments and electrical parts when used in equipments which are not electrical in nature (e.g., electric controls and motors in a hydraulic system) - shall be identified and marked in accordance with MIL-STD-1285D dated 7 September 2004, or, where MIL-STD-1285D does not cover such a part, in accordance with MIL-STD-130M dated 2 December 2005. Requirements of MIL-STD-1686C dated 25 October 1995 for Electrostatic Discharge Control shall be addressed.

(ii) Electronic Parts - that is, all parts in electronic equipments and electronic parts when used in equipments which are not electronic in nature (e.g., electronic fuel controls in some engines) - shall be identified and marked in accordance with Requirement 67 of MIL-HDBK-454A dated 3 November 2000. Requirements of MIL-STD-1686C for Electrostatic Discharge Control shall be addressed.

(iii) Parts other than electrical or electronic parts (as described above) shall be identified and marked in accordance with MIL-STD-130L.

(b) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

(End of Text)

Applicable to all hardware procurements which cite marking specifications.

HQ D-2-0006 MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

(End of Text)

Applicable to all hardware procurements when Alternate I is not used.

HQ D-2-0007 MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129P with change 3 dated 29 October 2004.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock

number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

(End of Text)

Applicable to all hardware procurements which cite marking specifications.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business address of the Contractor
(2) contract number
(3) contract dollar amount
(4) whether the contract was competitively or non-competitively awarded
(5) sponsor:

_____
(Name of Individual Sponsor)

_____
(Name of Requiring Activity)

_____
(City and State)

(End of Text)

Applicable to all services procurements and other procurements when required.

HQ D-2-0002 PACKAGING LANGUAGE (W/OTHER THAN MIL-E-17555 REQUIREMENT)

For Level A packaging and Level A and Level B packing, use of polystyrene "loose-fill" material is prohibited for packaging and packing applications such as cushioning, filler, dunnage, etc.

For Level C packaging and packing and if specifications stated "Domestic shipment and early equipment installation of onboard repair parts", unless approved by the procuring activity (see 6.2 of the packaging specification), use of polystyrene "loose-fill" material for packaging and packing applications such as cushioning, filler, dunnage, etc. is prohibited. When approved, unit packages and containers (interior and exterior) shall be marked or labeled as follows:

> Contents cushioned, etc. with polystyrene "loose-fill" material. Not to be taken aboard ship. Remove and discard "loose-fill" before shipboard storage. If required, recushion, etc., with cellulosic material, bound fiber, fiberboard, transparent flexible cellular material, etc.

In Section 6, "Ordering Data" add "when polystyrene 'loose-fill' material is approved".

(End of Text)

Applicable to all hardware procurements when packaging is Level A and/or Level C and the packaging specification is other than MIL-E-17555H.

SECTION E – INSPECTION AND ACCEPTANCE

PART 1 – CONTRACT LINE ITEM DESCRIPTION

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(End of Text)

Applicable to all procurements containing data item(s).

HQ E-1-0002 INSPECTION AND ACCEPTANCE LANGUAGE FOR ENGINEERING SERVICES

Item(s) _____ - Acceptance shall be made by the cognizant ACO upon receipt of a copy of the authorization for services and the original certification of performance.

(End of Text)

Applicable to all procurements which include engineering services. DOES NOT APPLY TO CAAS.

HQ E-1-0003 INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION DELIVERIES

Item(s) _____ - Inspection and acceptance shall be made at destination by a representative of the Government.

(End of Text)

Applicable to all hardware procurements when delivery is f.o.b. destination.

HQ E-1-0004 INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. ORIGIN DELIVERIES

Item(s)_____ - Inspection and acceptance shall be made at source by a representative of the cognizant Contract Administration Office.

(End of Text)

Applicable to all hardware procurements when delivery is f.o.b. origin.

HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) _____ - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

Applicable to all service procurements on level of effort (LOE) basis.

HQ E-1-0005 INSPECTION AND ACCEPTANCE LANGUAGE FOR PIO

Item(s) _____ - Inspection and acceptance of parts ordered hereunder shall be as established in each PIO. Unless otherwise stated in the PIO, parts shall be inspected and accepted at source by a representative of the Contract Administration Office.

(End of Text)

Applicable to all procurements containing PIO item(s).

HQ E-1-0006 INSPECTION AND ACCEPTANCE LANGUAGE FOR PTD

Item(s) _____ - The Government may accept, conditionally accept, or reject the Provisioning Technical Documentation (PTD) within sixty days after its delivery, or as specified on the applicable CDRL(s). A notice of conditional acceptance shall state any corrective action required by the Contractor. If PTD is rejected, the Contractor may be required, at the option of the Government, to correct any or all of the PTD. The Contractor shall at no additional cost to the Government make any necessary changes, modifications or corrections to the PTD. The Government shall take action on the corrected PTD within the time limit specified above. Government action under this requirement shall not affect or limit any other rights it may have under this contract.

(End of Text)

Applicable to all procurements requiring provisioning technical documentation (PTD).

PART 2 – GENERAL REQUIREMENTS

HQ E-2-0002 ADDITIONAL PROVISIONS RELATING TO CORRECTION OF DEFECTS (NAVSEA) (OCT 1990)

In case any work done or materials or supplies furnished by the Contractor under this contract for any vessel, or the equipment thereof, shall within sixty (60) days of delivery of the vessel to the Government, or the date of final acceptance, whichever occurs first, prove defective or deficient, such defects or deficiencies shall, as required by the Government, be corrected or repaired by the Contractor to the satisfaction of the Contracting Officer; provided, however, that with respect to any individual work item which is incomplete or deficient at the time of delivery or acceptance, the Contractor's obligation under this requirement to correct or repair such deficiency shall extend sixty (60) days from the date of such correction or repair, whichever occurs first. The Contractor shall be entitled to allowable costs for corrections or repairs performed in accordance with this requirement but shall not be entitled to any additional fee for such work.

Applicable to all ship repair/overhaul procurements.

HQ E-2-0001 BOA LANGUAGE FOR SECTION E

Item(s) _____ - Inspection and acceptance of the supplies or services furnished by the Contractor shall be set forth in orders issued by the Contracting Officer in accordance with the special contract requirement(s) of this agreement entitled "ORDERS".

(End of Text)

Applicable to all Basic Ordering Agreements (BOAs).

HQ E-2-0003 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995)

Calibration System Requirements. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540-1.

(End of Text)

NOTES

⇒ This text may be used in supplementing ANSI/ISO/ASQ 9001-2000 Quality Management Systems. See QUALITY MANAGEMENT SYSTEM REQUIREMENTS text elsewhere in this Section.

⇒ Quality Management System Requirements (HQ E-2-0015) must also be cited when this item is used.

⇒ Applicable when product/service is non-commercial and the Government is the prime purchaser.

⇒ Standard cited may be varied.

Applicable whenever ANSI/ISO/ASQ 9001-2000 standard or other non-DoD quality system is invoked in the contract.

HQ E-2-0004 COST OF QUALITY DATA (NAVSEA) (MAY 1995)

Cost of Quality Data: The contractor shall maintain and use quality cost data as a management element of the quality program. The specific quality cost data to be maintained and used will be determined by the contractor. These data shall, on request, be identified and made available for "on site" review by the Government representative.

(End of Text)

NOTES

⇒ This text may be used in supplementing ANSI/ISO/ASQ 9001-2000 Quality Management Systems. See QUALITY MANAGEMENT SYSTEM REQUIREMENTS text elsewhere in this Section.

⇒ Quality Management System Requirements (HQ E-2-0015) must also be cited when this item is used.

⇒ Applicable when the Government considers that cost related to implementation of the quality program provides an effective metric in the management of the program.

Applicable whenever ANSI/ISO/ASQ 9001-2000 standard or other non-DoD quality system is invoked in the contract.

HQ E-2-0005 FINAL ACCEPTANCE (AT) (NAVSEA) (MAY 1995)

Each vessel shall be finally accepted upon the expiration of its guaranty period.

(End of Text)

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

HQ E-2-0006 GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

(a) Examination upon receipt, consistent with practicality, to detect damage in transit;

(b) Inspection for completeness and proper type;

(c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;

(d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;

(e) Identification and protection from improper use or disposition; and

(f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

(End of Text)

NOTES

⇒ This text may be used in supplementing ANSI/ISO/ASQ 9001-2000 Quality Management Systems. See QUALITY MANAGEMENT SYSTEM REQUIREMENTS text elsewhere in this Section.

⇒ Quality Management System Requirements (HQ E-2-0015) must also be cited when this item is used.

⇒ used.

⇒ Applicable when Government property is required in performance of the contract.

Applicable whenever ANSI/ISO/ASQ 9001-2000 standard or other non-DoD quality system is invoked in the contract.

HQ E-2-0007 GUARANTY PERIOD (FT) (NAVSEA) (JAN 1990)

(a) As used in this contract, the term "defects" includes any and all defects, deficiencies, deteriorations, and failure in the vessel(s). There shall be a guaranty period for each vessel beginning at the time of preliminary acceptance and ending eight (8)* months after preliminary acceptance of the vessel, unless extended as provided in paragraph (b) below.

(b) The guaranty period for each vessel shall be extended by the time during which such vessel is not available for unrestricted service by reason of any defects for which the Contracting Officer shall determine the Contractor to be responsible. During said period the vessel, after being fully equipped and armed and in all respects complete and ready for service, may be finally tried by and at the expense of the Government under conditions prescribed by the Secretary of the Navy. The Contractor may, with approval of the Contracting Officer, have an engineer on board such vessel during such period. Such engineer shall have every reasonable opportunity to inspect the working of such vessel in all its parts but shall have no power to direct or control its operation.

(End of Text)

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

HQ E-2-0008 INSPECTION AND TEST RECORDS (NAVSEA) (MAY 1995)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

(End of Text)

NOTES

⇒ This text may be used in supplementing ANSI/ISO/ASQ 9001-2000 Quality Management Systems. See QUALITY MANAGEMENT SYSTEM REQUIREMENTS text elsewhere in this Section.

⇒ Quality Management System Requirements (HQ E-2-0015) must also be cited when this item is used.

⇒ Applicable when product/service is critical or production is complex, requiring explicit records of inspection and test.

Applicable whenever ANSI/ISO/ASQ 9001-2000 standard or other non-DoD quality system is invoked in the contract.

HQ E-2-0009 INSPECTION FACILITIES (CT) (NAVSEA) (JAN 1990)

The facilities to be provided pursuant to the requirement entitled "INSPECTION OF SUPPLIES AND CORRECTION OF DEFECTS" shall be equal to those provided by the Contractor for his use for generally similar purposes, and shall include offices and related equipment; drafting rooms; convenient parking facilities; equipment for reproduction of such items as plans, booklets, test memoranda and allowance lists; and telephones connected to the Contractor's and local telephone system. Toll charges for the Supervisor's calls will be paid by the Government. In lieu of providing reproduction equipment, the Contractor may provide reproduction services to the Supervisor. Assistance shall include services necessary in testing or handling machinery, equipment, and materials for the purpose of inspection or test.

(End of Text)

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

HQ E-2-0010 INSPECTION FACILITIES (FT) (NAVSEA) (JAN 1990)

The facilities to be provided pursuant to paragraph (d) of the clause entitled "FAR 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (JUL 1985) - ALTERNATE I (JUL 1985) (DEVIATION)" shall be equal to those provided by the Contractor for his use for generally similar purposes, and shall include offices and related equipment; drafting rooms; convenient parking facilities; equipment for reproduction of such items as plans, booklets, test memoranda and allowance lists; and telephones connected to the Contractor's and local telephone system. Toll charges for the Supervisor's calls will be paid by the Government. In lieu of providing reproduction equipment, the Contractor may provide reproduction services to the Supervisor. Assistance shall include services necessary in testing or handling machinery, equipment, and materials for the purpose of inspection or test.

(End of Text)

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

HQ E-2-0011 INSPECTION OF SUPPLIES AND CORRECTION OF DEFECTS

(CT) (NAVSEA) (JAN 1990)

(a) Definitions

(1) Supplies: the word "supplies" as used in this requirement includes without limitation raw materials, components, intermediate assemblies, end products, and (when the contract does not include the clause entitled "WARRANTY OF DATA" (DFARS 252.246-7001)) technical data.

(2) Defects: the word "defects" as used in this requirement, means any and all defects, deficiencies, deteriorations and failures, except deficiencies, deteriorations or failures caused by Government misuse or mishandling.

(3) Acceptance: the work "acceptance" as used in this requirement is deemed to be preliminary acceptance as defined in the requirement of this contract entitled "PRELIMINARY ACCEPTANCE".

(b) Inspection

All supplies shall be subject to inspection and test by the Government, to the extent practicable at all times and places including the period of manufacture, and in any event prior to final acceptance. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling hereunder. The Government, through any authorized representative, may inspect the plant or plants of the Contractor or of any of his subcontractors engaged in the performance of this contract. If any inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. All inspections and tests by the Government shall be performed in such a manner as will not unduly delay the work. Except as otherwise provided in this contract, acceptance of any supplies or lots of supplies shall be made as promptly as practicable after delivery thereof and shall be deemed to have been made no later than sixty (60) days after the date of such delivery, unless the Government has refused to accept all or any of the supplies or, if acceptance has not been made earlier within such period.

(c) Guaranty

The Contractor guarantees that at any time during performance of this contract, and for a period of eight (8)* months after acceptance of the vessel, all supplies furnished under this contract will be free from defects in material and workmanship and will conform with the specifications and all other requirements of this contract; provided, however that with respect to Government furnished property, the Contractor's guarantee shall extend only to its proper installation, unless the Contractor performs some modification or other work on such property, in which case the Contractor's guarantee shall extend to such modification or other work. During the guaranty period, the Contractor shall have an engineer on board the vessel. Such engineer shall have every

reasonable opportunity to inspect the working of the vessel in all its parts, but shall have no power to direct or control its operation.

(d) Remedies

(1) Right to corrective or replacement action. In the event of a defect within the scope of the Contractor's guarantee in paragraph (c) above, the Government may: (i) require the Contractor to repair or replace, at the Contractor's election, defective or nonconforming supplies, or (ii) require the Contractor to furnish such materials or parts and installation instructions as may be required to successfully accomplish the required correction or replacement. The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction or replacement required under this clause (including revision and updating of all affected data called for under this contract). Except as otherwise provided in paragraph (3) hereof, the cost of any action taken pursuant to this subparagraph for replacement or correction shall be included in computing allowable cost determined as provided in the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), but no additional fee shall be payable with respect thereto. Such supplies or lots of supplies shall not be tendered thereafter for acceptance unless the former requirement of correction is disclosed.

(2) Right if Contractor fails to proceed. If the Contractor fails to proceed with reasonable promptness to replace or correct such supplies or lots of supplies, the Government (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor any increased cost occasioned the Government thereby, or may reduce any fee payable under this contract (or require repayment of any fee theretofore paid) in such amount as may be equitable under the circumstances, or (ii) may terminate this contract for default as provided in the clause of this contract entitled "TERMINATION (COST-REIMBURSEMENT)" (FAR 52.249-6). Failure to agree to the amount of any such increased cost to be charged to the Contractor or to such reduction in, or repayment of, the fee shall be a dispute within the meaning of the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(3) Additional Remedy. Notwithstanding the provisions of paragraphs (c) and (d) hereof, the Government may at any time require the correction or replacement by the Contractor, without cost to the Government, of supplies or lots of supplies which are defective in material or workmanship, or otherwise not in conformity with the requirements of this contract, if such defects or failures are due to fraud, lack of good faith, or willful misconduct on the part of any of the Contractor's directors or officers, or on the part of any of his managers, superintendents, or other equivalent representatives, who has supervision or direction of (i) all or substantially all of the Contractor's business, or (ii) all or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed, or (iii) a separate and complete major industrial operation in connection with the performance of this contract. The Government may at any time also require correction or replacement by the Contractor, without cost to the Government, of any such defective supplies or lots of supplies if the defects or failures are caused by one or more individual employees selected or retained

by the Contractor after any such supervisory personnel has reasonable grounds to believe that such employee is habitually careless or otherwise unqualified.

(e) Corrected or Replaced Supplies.

(1) Any supplies or parts thereof corrected or furnished in replacement pursuant to this requirement shall also be subject to all the provisions of this requirement to the same extent as supplies initially delivered. The guarantee with respect to such supplies or parts thereof shall be six (6) months from the date of delivery and/or correction of such corrected or replaced supplies or until the expiration of the original guaranty period (whichever period is longer).

(2) The guaranty period set forth in (c) above shall be extended by the time during which the vessel is not available for unrestricted service by reason of any breach of the guarantee in paragraph (c) above. This requirement applies to individual subcontractor furnished supplies only to the extent that each individual supply is the cause of the vessel not being available for such service.

(f) Additional Provisions

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

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

(3) The Contractor shall make its records of all inspection work available to the Government during the performance of this contract and for such longer period as may be specified in this contract.

(End of Text)

*Minimum period required is eight (8) months. If valid program requirement, period greater than eight (8) months may be inserted.

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

HQ E-2-0012 LIMITATION OF CONTRACTOR'S LIABILITY FOR CORRECTION OF DEFECTS (FT) (NAVSEA) (JAN 1990)

The liability of the Contractor as to any vessel for the correction of defects, as determined pursuant to the "INSPECTION" and "GUARANTY PERIOD" requirements of this contract, discovered during the guaranty period (other than defects resulting from fraud or such gross mistakes as amount to fraud) shall be limited to _____*_____.

(End of Text)

*Insert two percent (2%) of the Target Price (or Fixed Price) or amount determined by program.

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

HQ E-2-0013 PRELIMINARY ACCEPTANCE (AT) (NAVSEA) (JAN 1983)

Upon satisfactory completion of the applicable trial requirements and upon delivery as provided in Section F of this contract, each vessel shall be preliminarily accepted.

(End of Text)

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

HQ E-2-0014 QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA) (MAY 1995)

Quality in Software Development and Production: The contractor's software quality program shall be an integral part of the overall Quality Assurance Program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

(a) All deliverable software

(b) All deliverable software that is included as part of deliverable hardware or firmware.

(c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).

(d) Commercially available, reusable, or Government software designated as part of a deliverable item.

(End of Text)

NOTES

⇒ This text may be used in supplementing ANSI/ISO/ASQ 9001-2000 Quality Management Systems. See QUALITY MANAGEMENT SYSTEM REQUIREMENTS text elsewhere in this Section.

⇒ Quality Management System Requirements (HQ E-2-0015) must also be cited when this item is used.

⇒ Applicable when software is the deliverable product/service or is an integral element of the deliverable product/service.

Applicable whenever ANSI/ISO/ASQ 9001-2000 standard or other non-DoD quality system is invoked in the contract.

HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (APR 2004)

Quality Management System Requirements. The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2000 Quality Management Systems and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

(End of Text)

NOTES

⇒ When used cite ANSI/ISO/ASQ 9001-2000 in paragraph (b) of FAR 52.246-11, HIGHER LEVEL CONTRACT REQUIREMENT. If another non-DoD quality system is used, insert the appropriate system title.

⇒ In implementing ANSI/ISO/ASQ 9001-2000, it may be desirable to include topics not thoroughly addressed in 9001-2000. Listed below is the title of standardized text, included elsewhere in Section E, for areas where such supplementation is desired for a given contract. Use is not mandatory and paragraphs should be selected to work in conjunction with other contract quality requirements. In accordance with current policy guidance, supplementation should be limited to those areas listed below.

- CALIBRATION SYSTEM REQUIREMENTS (HQ E-2-0003)
- COST QUALITY DATA (HQ E-2-0004)
- GOVERNMENT FURNISHED MATERIAL (HQ E-2-0006)

- INSPECTION AND TEST RECORDS (HQ E-2-0008)
- QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (HQ E-2-0014)
- USE OF CONTRACTOR'S INSPECTION EQUIPMENT (HQ E-2-0017)

⇒ Add reference to a Data Item Description for a program specific quality management system plan, if deemed necessary (see DoD 5010.12-L, Acquisition Management System and Data Requirements Control List).

Applicable whenever ANSI/ISO/ASQ 9001-2000 standard or other non-DoD quality system is invoked in the contract.

HQ E-2-0016 SUPPLEMENTAL QUALITY REQUIREMENTS (NAVSEA) (MAR 2001)

DELETED APR 2004

HQ E-2-0017 USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (MAY 1995)

Use of Contractor's Inspection Equipment: The contractor's gages, and measuring and testing devices shall be made available for use by the Government when required to determine conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operations of such devices and for verification of their accuracy and condition.

(End of Text)

NOTES

⇒ This text may be used in supplementing ANSI/ISO/ASQ 9001-2000 Quality Management Systems. See QUALITY MANAGEMENT SYSTEM REQUIREMENTS text elsewhere in this Section.

⇒ Quality Management System Requirements (HQ E-2-0015) must also be cited when this item is used.

⇒ Applicable when the contract involves the use of unique, costly, or large/immobile test equipment such that it would be impractical for Government personnel to use separate equipment in the performance of verification activities.

Applicable whenever ANSI/ISO/ASQ 9001-2000 standard or other non-DoD quality system is invoked in the contract.

SECTION F – DELIVERIES OR PERFORMANCE

PART 1 – CONTRACT LINE ITEM DESCRIPTION

HQ F-1-0001 DELIVERY LANGUAGE OR PIO

Item(s) _____ - Parts shall be delivered in accordance with the delivery schedule established in each PIO. Unless otherwise stated in the PIO, parts shall be delivered free of expense to the Government in accordance with instructions specified in the clause entitled "F.O.B. ORIGIN" (FAR 52.247-29) at or near the Contractor's plant for shipment at Government expense (normally on Government bill(s) of lading).

(End of Text)

Applicable to all hardware procurements containing PIO requirements.

HQ F-1-0002 DELIVERY LANGUAGE FOR ENGINEERING SERVICES

Item(s) _____ - Engineering services shall be performed within 12 months after unconditional acceptance of the last unit of Item(s) _____. The Contractor shall notify the Contracting Officer in writing via the Contract Administration Office (CAO) of the actual date of unconditional acceptance of the last unit of the foregoing item(s), with a copy to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(End of Text)

Applicable to all hardware procurements which include engineering services (does not apply to CAAS).

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

ITEM(S)	FROM	TO

(End of Text)

Applicable to all service procurements on level of effort (LOE) basis.

PART 2 – GENERAL REQUIREMENTS

HQ F-2-0002 ADDITIONAL SHIPPING INSTRUCTIONS FOR FMS ITEMS (NAVSEA) (SEP 1992)

(a) The Contractor shall, within sixty days prior to the first scheduled delivery date, notify the cognizant Contract Administration Office (CAO) of the point of origin, description of material, quantity, approximate gross weight and cubic measurement, number of cases, approximate date shipment is expected to be ready for movement, appropriate requisition number(s) and FMS case designator. The notification shall be accompanied by six (6) copies of priced Material Inspection and Receiving Report (MIRR) (DD Form 250) with packing lists.

(b) The CAO shall forward the above information to _____.

(c) Subsequent to notification as required by paragraph (b), the CAO shall:

(1) Forward four (4) copies of priced DD Form 250 with packing lists and one (1) copy of bill of lading to the Country Freight Forwarder, and

(2) Forward two (2) copies of priced DD Form 250 with packing lists and one (1) copy of bill of lading or other evidence of delivery to the office specified in paragraph (b) above.

(End of Text)

NOTES
⇒ Insert applicable NAVSEA/DRPM/PEO code in the blank in paragraph (b).

Applicable to all procurements containing FMS hardware requirements.

HQ F-2-0001 BOA LANGUAGE FOR SECTION F

The Contractor shall furnish supplies or services under the items specified in Section B of the Schedule in accordance with the delivery schedule set forth in orders issued by the Contracting Officer in accordance with the special contract requirement(s) of this agreement entitled "ORDERS".

Unless otherwise specified in any order, the supplies to be furnished by the Contractor shall be delivered f.o.b. carrier's equipment, wharf, or freight station, at the Government's option, at or near the Contractor's plant or at the plants of subcontractors as authorized by the Contracting Officer. The method of shipment will be specified by the cognizant contract administration office when the supplies are ready for shipment.

If any order includes Foreign Military Sales (FMS) items, the FMS items shall be shipped on a separate bill of lading and Interstate Commerce Act Section 10721 rates do not apply.

(End of Text)

Applicable to all Basic Ordering Agreements (BOAs).

HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

(End of Text)

Applicable to all services only procurements which include data.

HQ F-2-0004 DELIVERY LANGUAGE FOR F.O.B. DESTINATION

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the Shipping Instruction Data, NAVSEA 4336/1, attached hereto.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

(End of Text)

Applicable to all hardware procurements when delivery is f.o.b. destination.

HQ F-2-0005 DELIVERY LANGUAGE FOR F.O.B. ORIGIN

All supplies hereunder shall be delivered free of expense to the Government in accordance with instructions specified in the clause hereof entitled "F.O.B. ORIGIN" (FAR 52.247-29)

at or near the Contractor's plant, _____, for shipment at Government expense (normally on Government bill(s) of lading) in accordance with the Shipping Instruction Data, NAVSEA 4336/1, attached hereto.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

If shipping instructions have not been provided within sixty (60) days prior to first scheduled delivery date, the Contractor shall submit a written request for shipping instructions to _____, with a copy to the cognizant Contract Administration Office.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

FMS item(s), if any, shall be shipped on a separate bill of lading and Interstate Commerce Act Section 10721 rates do not apply.

(End of Text)

NOTES
⇒ Insert city, country and state in the blank of the first sentence.
⇒ The number of days in the third paragraph may be varied.
⇒ Insert applicable NAVSEA/DRPM/PEO code in the blank of the third paragraph.
⇒ Paragraphs that do not apply may be deleted.

Applicable to all hardware procurements when delivery is f.o.b. origin.

HQ F-2-0006 MILESTONE (NAVSEA) (SEP 1990)

(a) The Contractor shall submit, with its bid/offer, dates for the successful accomplishment of the following major job order milestones (See Attachment 1, Section L, Factor D2).

Milestone Event	Date
Complete Crew Move Ashore	
Docking	
Undocking	
Start Crew Move Aboard	
Start and Completion of all Ancillary Systems (Electrical Power System, Air Systems, Cooling Water	

Systems and Gyro Systems, etc.).

Start and Completion of Propulsion System Light-Off

Complete Crew Moving Aboard

Start and Completion of Dock Trials

Start and Completion of Fast Cruise

Start and Completion of Sea Trials

(b) The Contractor shall successfully accomplish the major milestones on, or prior to, the dates listed above.

(c) If any milestone event is not accomplished by the date listed, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without fault or negligence of the Contractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(1)(ii) of the clause of this contract entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8) or "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9), as applicable.

(End of Text)

Applicable to ship repair/overhaul procurements.

SECTION G – CONTRACT ADMINISTRATION DATA

HQ G-2-0001 BOA LANGUAGE FOR SECTION G

Contract administration shall be set forth in orders issued by the Contracting Officer in accordance with the special contract requirement(s) of this agreement entitled "ORDERS".

(End of Text)

Applicable to all Basic Ordering Agreements (BOAs).

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

_____

_____

(End of Text)

Applicable to all procurements.

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S REPRESENTATIVE:

COMMANDER
ATTN: _____
NAVAL SEA SYSTEMS COMMAND
1333 ISAAC HULL AVENUE SE STOP _____
WASHINGTON NAVY YARD DC 20376 _____
Telephone No. 202/781-_____
Fax No. _____
Email Address: _____

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

(End of Text)

Applicable to procurements which require a COR.

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at https://wawf.eb.mil provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at http://wawftraining.com. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at http://acquisition.navy.mil/navyaos/content/view/full/3521/. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at https://wawf.eb.mil.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

☐ Invoice (FFP Supply & Service)

☐ Invoice and Receiving Report Combo (FFP Supply)

☐ Invoice as 2-in-1 (FFP Service Only)

☐ Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

☐ Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	_____
Admin DODAAC	_____
Pay Office DODAAC	_____
Inspector DODAAC	_____
Service Acceptor DODAAC	_____
Service Approver DODAAC	_____
Ship To DODAAC	See Section F
DCAA Auditor DODAAC	_____
LPO DODAAC	_____
Inspection Location	See Section E
Acceptance Location	See Section E

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

(End of Text)

Applicable to all procurements

NOTES TO THE CONTRACT SPECIALIST:

Before contract award or soon thereafter, the COR will contact their local WAWF Government Administrator (GAM) in the case of NAVSEA field activities and either Pam Marcinko (Pamela.Marcinko@navy.mil) or Margaret Morgan (Margaret.Morgan@navy.mil) in the case of NAVSEA HQ to get information on how to get set up in WAWF at NAVSEA HQ or if no GAM exists for an activity.

DOCUMENT TYPE SELECTIONS:

-**Invoice** is used when the contract includes both firm fixed price (FFP) supplies and FFP services. Check this box if the contract includes both FFP supplies and FFP services. If the contract only includes supplies, use the Combo.

-**Invoice and Receiving Report Combo** is used for FFP supply contracts/CLINs including those that require Unique Identification (UID) Data. Check this box if the contract is a FFP contract that requires delivery of supplies or a FFP contract that requires UID.

-**Invoice as 2-in-1** is used when the contract only includes FFP services CLINs. Check this box if the contract only includes FFP services CLINs.

-**Cost Voucher** is used for cost reimbursable, time and material, labor-hour or FPI contracts/CLINs. Check this box if the contract is a cost-reimbursement (CPFF, CPAF, CPIF, Cost, or Cost Sharing), T&M, LH or FPI contract or include CLINs of these types.

-**Receiving Report** is used for FFP supply contracts that only require a DD250.

DODAAC CODES/INSPECTION AND ACCEPTANCE LOCATIONS

-**Issue Office DODAAC** - Enter the six character alphanumeric DODAAC of the NAVSEA contracting activity that issued the contract.

-**Admin/Pay Office DODAAC** – Enter the six-character alphanumeric DODAAC of the offices responsible for contract administration and payment. Use the Federal CAS Component Directory at http://www.dcma.mil.

-**Inspector DODAAC** – When the office responsible for performing inspection of goods and services is not authorized to officially accept on behalf of the government, enter the six character alphanumeric DODAAC of the office responsible for performing the Inspector role. For example, when requiring another Government activity to receive and inspect goods that arrive on the loading dock of a NAVSEA contracting activity.

-**Service Acceptor DODAAC** – This is the six-character alphanumeric DODAAC of the local NAVSEA person responsible for approving payment of firm-fixed-price services.

-**Service Approver DODAAC** – This is the six-character alphanumeric DODAAC of the person responsible for getting a courtesy copy of the voucher, usually the COR. This individual should also be included in the Additional Email block.

-**Ship To DODAAC** – This is the six-character alphanumeric code that relates to the final shipping destination. Ship To DoDAACs (commonly referred to as UICs) must be included in Section F, Deliveries or Performance, or the Shipping Instruction Data, NAVSEA 4336/1, included in Section J, List of Attachments.

-**DCAA Office DODAAC** – When the document type is a Cost Voucher, enter the six-character alphanumeric DODAAC of the DCAA audit office specified in the contract. Use the DCAA Audit Office Locator at http://www.dcaa.mil.

-**Local Processing Office (LPO)** – LPO is required only when the payment office is a Navy DODAAC, i.e., N68892, N68688, N68732, N45924, or N68566. LPO is not required for Mechanization of Contract Administration Services (MOCAS) paid contracts.

-**Inspection and Acceptance Location** – This is the place where the Government will inspect and accept each contract line item number (CLIN). It is also the location where the Government will perform quality assurance actions for all CLINs. It is also the location where the Government will perform quality assurance actions for all CLINs. Inspection and acceptance clauses and related text must be included in Section E, Inspection and Acceptance.

-**Additional Email Notifications**: Include the work email address of the acceptor/receiver. Acceptor/receiver should be consistent with Section E (e.g., someone in the program office for destination acceptance of hardware, COR for LOE services).

HQ G-2-0005 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (NAVSEA) (JAN 2008)

Applicable to (see notes)

For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN (c*ontract-wide: proration).*

(End of Text)

Applicable to all procurements with financing payments except those using payments based on percentage of completion or with performance based payments unless otherwise authorized by the ACO. Additional guidance may be found at DFARS PGI 204.7108.

Notes:

- The applicability statement shall be completed in accordance with the instructions below:
  - **When selecting payment instructions, a combination of contract wide and line item specific instructions may not be used in the same contract or order. Contracting Officers shall not issue retroactive payment instructions. All payment instructions changes shall be effective as of the date of the implementing modification**
  - Payment instructions shall state at what level (contract, contract line, subline, exhibit line, or ACRN) the payment instructions should be applied. Payment instructions shall not be mixed within a level by contract. For example, if the instructions apply at the contract level, there can be only one payment instruction for each contract. If the instructions apply at the contract line or subline level, there can only be one payment instruction per contract line or subline item.
  - For contracts or orders that contain a combination of fixed-price, cost-reimbursement, and/or time-and-materials/labor-hour line items, they shall at a minimum include separate instructions for each contract type of contract line item (e.g., contract-wide proration for fixed-price line items and contract-wide ACRN level for cost-reimbursement line items).
  - For contracts or orders that contain foreign military sales requirements, they shall include instructions for distribution of the contract financing payments to each country's account.

HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1) (NAVSEA) (JAN 2008)

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item applies to the contract line items, subline items identified.

(b) The following payment instructions apply to this contract:

☐ (1) *Line item specific: single funding*. If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.

☐ (2) *Line item specific: sequential ACRN order*. If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

☐ (3) *Line item specific: contracting officer specified ACRN order*. If there is more than one ACRN within a contract line item, the payment office will make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN.

☐ (4) *Line item specific: by fiscal year*. If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

☐ (5) *Line item specific: by cancellation date*. If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

☐ (6) *Line item specific: proration*. If there is more than one ACRN within a contract line item, the payment office will make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

☐ (7) *Contract-wide: sequential ACRN order*. The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

☐ (8) *Contract-wide: contracting officer specified ACRN order*. The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

☐ (9) *Contract-wide: by fiscal year*. The payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

☐ (10) *Contract-wide: by cancellation date*. The payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

☐ (11) *Contract-wide: proration*. The payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

☐ (12) *Other*. If none of the standard payment instructions identified above is appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions--

(i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and

(ii) Are agreed to by the payment office and the contract administration office.

(End of Text)

Applicable to all procurements with financing payments based on percentage of completion or with performance based payments or when

HQ G-2-0005 is not used. Additional guidance may be found at DFARS PGI 204.7108.

Notes:

- **Using the payment instructions in paragraphs b(1) through b(6) above requires that the contracting officer document in the contract file that there are significant benefits of requiring contractor identification of the contract line item on the payment request or document why "Other" must be used.**

- **When selecting payment instructions, a combination of contract wide and line item specific instructions may not be used in the same contract or order. Contracting Officers shall not issue retroactive payment instructions. All payment instructions changes shall be effective as of the date of the implementing modification**

- If multiple paragraphs are checked, identify the applicable contract line items, subline items or contract type at the end of the paragraph

- The applicability statement shall be completed in accordance with the instructions below:

  - Payment instructions shall state at what level (contract, contract line, subline, exhibit line, or ACRN) the payment instructions should be applied. Payment instructions shall not be mixed within a level by contract type. For example, if the instructions apply at the contract level, there can be only one payment instruction for each contract type. If the instructions apply at the contract line or subline level, there can only be one payment instruction per contract line or subline item.

  - For contracts or orders that contain a combination of fixed-price, cost-reimbursement, and/or time-and-materials/labor-hour line items, they shall at a minimum include separate instructions for each contract type of contract line item (e.g., contract-wide proration for fixed-price line items and contract-wide ACRN level for cost-reimbursement line items.

  - For contracts or orders that contain foreign military sales requirements, they shall include instructions for distribution of the contract financing payments to each country's account.

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICE REPRESENTATIVE:	COMMANDER ATTN: _____ NAVAL SEA SYSTEMS COMMAND

1333 ISAAC HULL AVENUE SE STOP _____
WASHINGTON NAVY YARD DC 20376 _____
Telephone No. 202/781-_____
Fax No. _____
Email Address: _____

(End of Text)

Applicable to all procurements.

WAWF Transition Procedures

Wide Area Work Flow-Receipts and Acceptance (WAWF-RA or WAWF) is a DoD-wide application designed to eliminate paper from the invoice, receipt and acceptance process in the contracting lifecycle. In WAWF, electronic documents are shared, eliminating manual paper routing, and redundant data entry.

WAWF will process most invoice types. However, it currently does not have the capability of processing invoices for Grants, Other Transactions and contracts that provide progress payments based on percentage of completion or commercial item financing. Currently contracts that provide progress payments based on a percentage of completion can be processed in Web Invoicing System (WinS), an acceptable electronic form.

New contracts are the easiest to implement in WAWF because the invoicing language may be written into the contract from the start and there is no delay waiting for paper invoices to filter through DFAS. For existing contracts, the best candidates to migrate to WAWF are contracts (and orders) that invoice frequently and have at least 12 months remaining in its period of performance.

The following procedures should be used to transition to WAWF

1. **New Contracts**

TOP

   - All new contracts eligible for WAWF will contain the applicable WAWF clauses (DFARS 252.232-7003, ELECTRONIC SUBMISSION OF PAYMENT REQUESTS; DFARS 252.232-7000, MATERIAL INSPECTION AND RECEIVING REPORT, if contract is for supplies or requires DD Form 250; INVOICE INSTRUCTIONS (NAVSEA)(OCT 2006); and, either PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS NAVSEA)(OCT 2006) or PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALT 1)(NAVSEA)(OCT 2006)).

2. **Contract Options Exercised**

   - When exercising an option on a contract, convert the contract to WAWF invoicing by adding DFARS 252.232-7003, ELECTRONIC SUBMISSION OF PAYMENT REQUESTS; DFARS 252.232-7000, MATERIAL INSPECTION AND RECEIVING REPORT, if contract is for supplies or requires DD Form 250; INVOICE INSTRUCTIONS (NAVSEA)(OCT 2006); and, either PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS NAVSEA)(OCT 2006) or

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALT 1)(NAVSEA)(OCT 2006) Remove any clauses or language containing instructions for submitting paper invoices (e.g., 5252.232-9000 series or similar NAVSEA clauses). This action should be performed as a no cost bilateral modification.

3. Converting Existing Contracts

- Contracts with greater than 12 months of performance remaining should be considered for conversion to WAWF invoicing.
- The initial communication to convert may come from the contractor, or the government can start the process in the contracting office.
- Follow instructions under Contracts Options Exercised.

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5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

(End of Text)

Applicable to all procurements except craft and shipbuilding procurements. Paragraph (d) applies to hardware procurements and should be otherwise eliminated. Other definitions may be included if required.

5252.202-9101 ADDITIONAL DEFINITIONS (CT) – ALTERNATE I (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) COMMANDER, NAVAL SEA SYSTEMS COMMAND - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor or duly authorized representative.

(c) NAVSEA 08 - means the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command of the Department of the Navy.

(d) SUPERVISOR - means the cognizant Supervisor of Shipbuilding, Conversion and Repair, Department of the Navy.

(e) PROJECT MANAGER (SHAPM)(PMS) - means the (List appropriate PM) Program Manager, or his duly appointed successor or duly authorized representative, of the Naval Sea Systems Command of the Department of the Navy.

(f) LEAD SHIPBUILDER, LEAD YARD OR LEAD SHIPYARD - mean (List contractor) in its capacity as Contractor under Contract No. (List Contract) for the construction of the (List first ship of the class).

(g) FOLLOW SHIPBUILDER, FOLLOW YARD OR FOLLOW SHIPYARD - mean a prime contractor performing a contract for the construction of follow ships of the (List ship class) Class.

(h) LEAD SHIP OR FIRST SHIP OF THE CLASS - mean the (List first ship.)

(i) FOLLOW SHIP - means
any ship of the (List class) Class other than the first ship.

(j) DESIGN AGENT - means (List contractor) in its capacity as Design Agent, not in its capacity as shipbuilding contractor.

(k) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

1. National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

2. National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position National Item Identification Number (NIIN) assigned to the item of supply.

(l) NAVY REORGANIZATION - Pursuant to the reorganization within the Department of the Navy, effective 1 July 1974, the Naval Sea Systems Command has become the successor to the Naval Ship Systems Command and the Naval Ordnance Systems Command. The Naval Ship Systems Command was the successor to the Bureau of Ships. The Naval Ordnance Systems Command and the Naval Air Systems Command were the successors to the Bureau of Naval Weapons, which was the successor to the Bureau of Ordnance and the Bureau of Aeronautics. Accordingly, as appropriate in view of the foregoing, reference in the contract and in the documents referenced therein to the Naval Ship Systems Command, the Bureau of Ships, the Naval Ordnance Systems Command, the Naval Air Systems Command, the Bureau of Naval Weapons, the Bureau of Ordnance or the Bureau of Aeronautics shall be deemed to refer to the Naval Sea Systems Command.

(m) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the Federal Acquisition Regulation (FAR) and the Defense FAR Supplement (DFARS).

(n) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed also to include the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(o) CONSTRUCTION OF THE VESSEL - means conversion of the vessel (except where it is used in paragraphs (f) and (g) of this requirement).

(End of Text)

Applicable only to cost type craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval. Other definitions may be included if required.

5252.202-9101 ADDITIONAL DEFINITIONS (FT) – ALTERNATE II (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) COMMANDER, NAVAL SEA SYSTEMS COMMAND - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor or duly authorized representative.

(c) NAVSEA 08 - means the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command of the Department of the Navy.

(d) SUPERVISOR - means the cognizant Supervisor of Shipbuilding, Conversion and Repair, Department of the Navy.

(e) PROJECT MANAGER (SHAPM)(PMS) - means the (List appropriate PM) Program Manager, or his duly appointed successor or duly authorized representative, of the Naval Sea Systems Command of the Department of the Navy.

(f) LEAD SHIPBUILDER, LEAD YARD OR LEAD SHIPYARD - mean (List contractor) in its capacity as Contractor under Contract No. (List Contract) for the construction of the (List first ship of the class).

(g) FOLLOW SHIPBUILDER, FOLLOW YARD OR FOLLOW SHIPYARD - mean a prime contractor performing a contract for the construction of follow ships of the (List ship class) Class.

(h) LEAD SHIP OR FIRST SHIP OF THE CLASS - mean the (List first ship.)

(i) FOLLOW SHIP - means any ship of the (List class) Class other than the first ship.

(j) ADJUSTMENT IN CONTRACT PRICE - means adjustment in target cost, target profit, target price and ceiling price or fixed price, as appropriate under the circumstances and except as otherwise provided in the contract.

(k) DESIGN AGENT - means (List contractor) in its capacity as Design Agent, not in its capacity as shipbuilding contractor.

(l) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

1. National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

2. National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position National Item Identification Number (NIIN) assigned to the item of supply.

(m) NAVY REORGANIZATION - Pursuant to the reorganization within the Department of the Navy, effective 1 July 1974, the Naval Sea Systems Command has become the successor to the Naval Ship Systems Command and the Naval Ordnance Systems Command. The Naval Ship Systems Command was the successor to the Bureau of Ships. The Naval Ordnance Systems Command and the Naval Air Systems Command were the successors to the Bureau of Naval Weapons, which was the successor to the Bureau of Ordnance and the Bureau of Aeronautics. Accordingly, as appropriate in view of the foregoing, reference in the contract and in the documents referenced therein to the Naval Ship Systems Command, the Bureau of Ships, the Naval Ordnance Systems Command, the Naval Air Systems Command, the Bureau of Naval Weapons, the Bureau of Ordnance or the Bureau of Aeronautics shall be deemed to refer to the Naval Sea Systems Command.

(n) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the Federal Acquisition Regulation (FAR) and the Defense FAR Supplement (DFARS).

(o) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed also to include the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(p) CONSTRUCTION OF THE VESSEL - means conversion of the vessel (except where it is used in paragraphs (f) and (g) of this requirement).

(End of Text)

Applicable only to fixed price craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval. Other definitions may be included if required.

5252.217-9120 ADDITIONAL GOVERNMENT REQUIREMENTS (OCT 1990)

RESERVED

5252.228-9104 ADDITIONAL INSURANCE PROVISIONS (FT) (JAN 1990)

(a) The provisions contained in the standard form of Marine Builder's Risk (Navy Form - Syndicate) policy referred to in paragraph (a) of the requirement of this contract entitled "INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS"..."with leave to fire guns and torpedoes, but no claim to attach thereto for loss of or damage to the vessel or machinery unless the accident results in a total loss of a vessel," shall not include, or be construed as including, any operation conducted under the "General Scope of Work" and "Specifications" paragraphs of Section C of this contract; and further, the operations referred to in these aforesaid paragraphs shall not be deemed to be "warlike operation" as used in the Collision Liability and Protection and Indemnity Liabilities (Government Syndicate Form) policy referred to in paragraph (b) of the requirement of this contract entitled "INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS". Further, the Contractor shall not carry Collision Liability and Protection and Indemnity Liabilities insurance (Government Syndicate Form) referred to in the first sentence of paragraph (b) of the requirement of this contract entitled "INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS" during the period of the performance of the underway trials required by this contract, and the Government will indemnify the Contractor against liability (including expenses incidental thereto) to third persons which would have been covered by the aforesaid insurance if the Contractor had carried such insurance during the period stated above; provided, however, that the Contractor shall not be relieved of any other obligations required by the aforesaid paragraph (b) of the "INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS" requirement.

(b) Notwithstanding any provisions to the contrary in paragraph (a) of the requirement entitled "INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS", the assumption by the Government of the risk of loss of or damage to the vessels and the materials and equipment therefor provided for by the aforesaid paragraph (a) of the requirement entitled "INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS", shall continue until the expiration of the guaranty periods of the vessels, or until completion of all work under this contract, whichever is later. The Government does not, however, assume the risk of loss of or damage to any equipment which results from a defect in a part thereof for which the Contractor is responsible pursuant to the "PRELIMINARY ACCEPTANCE", "GUARANTY PERIOD", or "INSPECTION OF SUPPLIES--FIXED-PRICE (FT) (JUL 1985) - ALTERNATE I (JUL 1985) (DEVIATION)" (FAR 52.246-2) requirements of this contract. The term "equipment" as used in the preceding sentence means the largest integrated unit (e.g., component, subassembly, or individual system, as the case may be) furnished by the same supplier who furnished the part causing the loss or damage.

(c) Any material furnished by the Government under this contract shall be deemed to be materials or equipment for the vessels within the meaning of the "INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS" requirement hereof.

(d) It is understood that the operation of firing explosive charges to eject missiles is an operation conducted under the "General Scope of Work" and "Specifications" paragraphs of Section C of this contract, and accordingly, this requirement applies to such operations.

(e) The Government's liability under the last sentence of paragraph (a) of this requirement, paragraph (b) of the requirement of this contract entitled "INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS," and the Collision Liability and Protection and Indemnity Liabilities Insurance forms set forth in the pamphlet entitled "Standard Forms of Marine Builders Risk (Navy Form Syndicate) and War Damage Insurance Policies, Referred to in Vessel Contracts of the Bureau of Ships" dated 23 November 1942, is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(End of Text)

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.245-9127 ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (FT) (JAN 1990)

(a) The Contracting Officer may increase the amount of property to be furnished under this contract and the contract shall be equitably adjusted to reflect such increase in accordance with procedures of the "CHANGES" clause of the contract.

(b) (1) As to all equipments listed in NAVSEA Form 4205/19 or Schedule A, as applicable, which will be permanently installed or otherwise will be built into the vessel(s), the AN nomenclature or other model designations given therein are to indicate only the basic description of equipments to be furnished and do not indicate the specific model or manufacturer's equipment that will be furnished. The Government may furnish, without issuing a change under the "CHANGES" clause of the contract, other equipments bearing nomenclature and model designations which further define the specific equipment to be furnished and to further substitute other equipments with different nomenclature or model designations as long as they are geometrically congruent dimensionally, and mechanically and electrically interchangeable with the equipment identified in NAVSEA Form 4205/19 or Schedule A, as applicable.

(2) As to all equipments listed in NAVSEA Form 4205/19 or Schedule A, as applicable, which are portable in nature and require only means for stowage in the vessel(s), the AN nomenclature or other model designations given therein are to indicate only the basic

description of the equipments to be furnished. The Government may furnish, without issuing any change under the "CHANGES" clause of the contract, other equipments bearing different AN nomenclature or other model designations as long as the equipments furnished are functionally interchangeable with the equipments specified in NAVSEA Form 4205/19 or Schedule A, as applicable, and no changes in ship stowage provisions are required.

(c) Unless otherwise specifically directed by the Supervisor, nonreusable crates and other nonreusable packaging in which Government Property is delivered to the Contractor shall become the property of the Contractor upon removal of the packaged or crated material, in which event such crates and other packaging shall not be subject to the provisions of the clause of this contract entitled "GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (FT) (DEC 1989) (DEVIATION 89-915 - 29 JUN 1989)" (FAR 52.245-2).

(d) Any packaging or preparation for delivery or for other disposal of Government Property by the Contractor at the direction or authorization of the Contracting Officer pursuant to paragraph (i) of the clause of this contract entitled "GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)" shall be provided for by change order and an appropriate adjustment shall be made in the contract price in accordance with the clause of the contract entitled "CHANGES".

(e) (1) In addition to the equipments listed on NAVSEA Form 4205/19 or Schedule A, as applicable, the Government may provide installation and checkout (I&C) spares. The Contractor shall provide segregated stowage and inventory management for Government furnished I&C spares. These I&C spares will be pre-positioned by the Government at the shipyard for use by Contractor or Government personnel for the installation and checkout of Government Furnished Equipment (GFE). The Contractor shall maintain these spares in a suitable warehouse accessible 24 hours per day during GFE installation and checkout, in accordance with the ship construction test program. I&C spares do not include parts to support installation and checkout of reactor plant equipment. Requirements governing such reactor plant repair parts, known as Shipyard Load List (SLL) parts, are defined in the ship specification.

(2) The Contractor shall provide proposed I&C storage, inventory management and issue procedures for Government review and approval. These procedures shall address the Contractor's methods for receipt inspection, identification of damage, control of sensitive material, special environmental capabilities, security and availability of timely status information. The procedures must take into consideration any special requirements associated with electronic components such as electrostatic discharge precautions. The procedures should reference applicable military or commercial standards used in management of I&C spares. A list of planned I&C spares, estimated volume, and special requirements will be provided by the Government to allow for warehouse planning.

(f) The Contractor is required to maintain control of Government property in accordance with Federal Acquisition Regulation (FAR) Subpart 45.5 and Defense FAR Supplement (DFARS) Subpart 245.5. In addition to the specific requirements of FAR 45.5 and DFARS 245.5, the Contractor shall have an automated system for controlling Government property

and the automated records shall constitute the official Government property control records. The automated system shall be sufficient to identify the location, quantity and hull assignment of all items of Government property from the time of receipt through issue for installation or disposition of the property from the Contractor's facility. The automated system shall be equivalent, as a minimum, to the automated systems the Contractor uses to control Contractor-owned property and material. The Contractor may include Government property in the same computer used to control Contractor-owned property provided that separate records are kept for Government-owned and Contractor-owned property. The Contractor shall provide the Government a list of all items and quantities of Government property accountable to this contract in the Contractor's possession. The list shall be provided annually, or upon request, in automated format suitable for comparing Contractor records of Government property with similar Government records. The list shall be sorted in material categories defined by the Government and shall include data elements specified by the Government.

*(g) The Contractor shall have an automated system for I&C allowances. The system shall accept replacement or new requisition document numbers. The system shall include allowance requirements, on hand, on order, inventory status, identification of assets excess to allowance, on line, real time, processing, inventory posting records, inventory usage statistics and available prices.

*(h) SUPSHIP shall have the ability to retrieve information from the Contractor's data base using Contractor terminals already in place or by using Government owned terminals.

(End of Text)

*Optional.

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	ALLOTED TO COST	ALLOTTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE

$ $

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs _____ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Text)

Applicable to all cost type procurements, except CPAF procurements, which are incrementally funded.

5252.232-9104 ALLOTMENT OF FUNDS – ALTERNATE I (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amounts presently available and allotted to this contract for payment of base fee, if any, and award fee are set forth below. Base fee amount is subject to the clause entitled "FIXED FEE" (FAR 52.216-8). Award fee amount is subject to the requirements delineated in _____ _____. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	EST COST	BASE FEE	AWARD FEE	ESTIMATED PERIOD OF PERFORMANCE
	$	$	$	

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs _____ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Text)

Applicable to all CPAF procurements which are incrementally funded.

5252.249-9105 AWARD FEE DETERMINATION IN EVENT OF TERMINATION OR DISCONTINUANCE (CA) (JAN 1990)

In the event that this contract is terminated in whole or pursuant to the contract clause entitled "TERMINATION (COST-REIMBURSEMENT)" (FAR 52.249-6) or in the event this contract is discontinued pursuant to the contract clause entitled "LIMITATION OF COST" (FAR 52.232-20), the last award fee period shall end with the effective date of such termination or discontinuance. In either of such events, the amount of award fee, if any, determined to be otherwise payable shall be adjusted or prorated to reflect the difference, if any, in award fee periods resulting from termination or discontinuance.

(End of Text)

Applicable only to craft, shipbuilding and ship repair/overhaul procurements. Deviation requires SEA 02/02B approval.

5252.216-9100 COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL) (FI) (JAN 1990)

(a) General

(1) The contract price(s) agreed to by the parties reflect the price levels of the base periods identified in paragraph (d) below. It is anticipated that the Contractor's actual costs may vary from the price levels of the base periods and the parties desire to provide for adjustment to compensation to reflect such variations. However, regardless of the actual variations in the costs experienced during the period of performance, adjustments in compensation because of such variations shall be computed and effected in accordance with the procedures specified herein.

(2) Except as hereinafter provided in paragraph (e)(3), adjustments in compensation shall be made in respect to each individual vessel for each monthly period commencing

_____*_____ and ending with the monthly period in which the actual delivery of the last vessel to be delivered under the contract occurs or the monthly period in which the "Post Delivery Date" (see paragraph (a)(3) below) of the last vessel occurs, whichever is later. For the purpose of this requirement, a "monthly period" or "monthly period involved" shall mean the Contractor's normal accounting month.

(3) The "Post Delivery Date" for the purpose of this requirement is defined as a date eight (8) months** after the contract delivery date of the applicable vessel set forth in Section F, "DELIVERIES OR PERFORMANCE".

(b) Pricing of Changes

(1) The costs subject to adjustment under this requirement include the costs of performance of changes or other work for which the contract price(s) is(are) subject to equitable adjustment pursuant to the "CHANGES" clause or pursuant to other requirements of the contract. Accordingly, equitable adjustments to the contract price(s) shall be determined on the basis of actual and/or projected direct material costs, direct labor costs and indirect costs de-escalated to price levels of the base periods identified in paragraph (d) below. The method of de-escalation shall be the same as that set forth in paragraph (e) for determining compensation adjustments and base costs.

(2) In the event and to the extent that work authorized under the "CHANGES" clause results or will result in costs being incurred with respect to a vessel after the monthly period commencing subsequent to the Post Delivery Date of such vessel (or, in the case of the last vessel to be delivered, the monthly period commencing subsequent to the actual delivery date if such date occurs after the Post Delivery Date), the equitable adjustment for such change shall take account of such costs at their estimated actual value(s) rather than at the base period value(s) provided for in paragraph (b)(1) above. The costs included in the aforementioned equitable adjustment(s) shall be adjusted to preclude payment of any costs reimbursed under this requirement.

(c) Cost Subject to Compensation Adjustment

(1) For the purpose of this requirement, the total allowable costs in the following categories shall be subject to monthly compensation adjustment:

a Selected employee benefits

1 FICA (indirect costs)

2 State and Federal Workmen's Compensation (indirect costs)

3 Unemployment Compensation (indirect costs)

4 Disability (indirect costs)

5 Federally Mandated National Health Program (indirect costs)

6 Federally Mandated changes to hours of work per week or per day and changes to the payment of overtime (indirect and direct costs)

b Selected energy costs (indirect costs)

1 Electricity

2 Fuel oils

(i) Bunker C (No. 6)

(ii) Diesel 260 (No. 2 by gallon and drum)

3 Coke

4 Coal

c One hundred percent of the imputed cost of facilities capital (indirect costs)

d Ninety-five percent of indirect costs other than indirect costs in (c)(1) a, b, and c above

e One hundred percent of direct labor costs

f One hundred percent of direct material costs

(2) Within 30 days after the end of each monthly period with respect to each individual vessel, the Contractor shall submit to the Government: (i) a certified statement of the costs incurred for that vessel during that monthly period (monthly costs) and (ii) a certified statement of the total cumulative costs incurred for that vessel from the effective date of the contract to the end of that monthly period (total costs). The statement of monthly costs shall separately identify the direct material costs, the direct labor costs and the indirect costs. With respect to indirect costs, the statement of monthly costs shall state separately from all other indirect costs (i) the monthly incurred selected employee benefit costs of the type identified in paragraph (c)(1)a above, (ii) the monthly incurred selected energy costs of the type identified in paragraph (c)(1)b above, (iii) the monthly imputed cost of facilities capital allocated to the vessel involved, and (iv) the ninety-five percent of indirect costs subject to compensation adjustment.

a The monthly selected employee benefit costs for the vessel involved shall be the product obtained by multiplying the yard-wide total selected employee benefit costs of the type identified in paragraph (c)(1)a above by the amount of total overhead dollars, excluding the imputed cost of facilities capital, allocated to each vessel for the monthly

period involved and the product shall be divided by yard-wide total overhead dollars, excluding the imputed cost of facilities capital, for the monthly period involved.

b The monthly incurred selected energy costs for the vessel involved shall be the product obtained by multiplying the yard-wide total selected energy costs of the type identified in paragraph (c)(1)b above by the amount of general overhead dollars, excluding the imputed cost of facilities capital, allocated to each vessel for the monthly period involved and the product shall be divided by the total yard-wide general overhead dollars, excluding the imputed cost of facilities capital, for the monthly period involved.

(3) For the purpose of this requirement:

a "Direct material costs", "direct labor costs", and "indirect costs" shall have the meaning set forth in Part 31 of the Federal Acquisition Regulation (FAR) and Part 231 of the Department of Defense FAR Supplement (DFARS) in effect on the effective date of this contract.

b "Monthly costs" and "total costs" shall include only "incurred costs" and "allowable costs" as those terms are defined in paragraph (f) of the requirement entitled "PAYMENTS" except that "incurred costs" for material shall include the full amounts of all billings received from vendors during the monthly period involved irrespective of whether the Contractor has paid the full amount of such billings. Further, on this contract, the imputed cost of facilities capital shall be treated as an "incurred indirect cost".

(4) The costs identified in this paragraph (c) shall be subject to audit and inspection by the Contracting Officer in accordance with paragraph (h) of the requirement entitled "PAYMENTS."

(d) Cost Indices

(1) Selected employee benefits compensation adjustments shall be based on changes in the monthly average hourly cost of these benefits. For the month involved, the average hourly cost of the benefits listed in (c)(1)a above shall be determined by dividing the total costs recorded (including adjustments made at the end of the accounting year and included in the calculations for the month of ***) in the Contractor's accounts for the items listed in (c)(1)a above by the total of direct and indirect labor hours charged to all product lines and to plant under construction accounts and the result shall be carried to the same number of decimal places as the index value for the base period as shown in paragraph (d)(8) below. Monthly average hourly cost is the index for computing selected employee benefits compensation adjustments under paragraph (e) below.

(2) Selected energy costs compensation adjustments shall be based on the following:

a Electricity and fuel oil compensation adjustments shall be based on changes in the average monthly unit values of those costs. Monthly unit values for electricity costs and fuel oil costs listed in (c)(1)b above shall be computed by dividing the total usage

amount of each such energy cost element during that monthly period for the Contractor's entire yard into the total purchase cost billed to the Contractor for the total usage amount of each such energy cost element and the result shall be carried to the same number of decimal places as the index values for the base periods as shown in paragraph (d)(8) below. Average monthly unit values are the indices for computing electricity and fuel oil compensation adjustments under paragraph (e) below.

b Coke and coal compensation adjustments under paragraph (e) below shall be based on changes in the following wholesale price indices published monthly by the Bureau of Labor Statistics (BLS): Coke shall be based on Code 052, Coke (Foundry By-product), and coal on Code 051, Coal.

(3) Compensation adjustments under paragraph (e) below for the imputed cost of facilities capital; 95 percent of the indirect costs other than indirect costs in (c)(1)a, b, and c above; and direct labor costs shall be based on changes in the "Indices of Change in Straight-Time Average Hourly Earnings for Selected Shipyards for Steel Vessel Construction and All Regions" (MAY 1987 = 100) (herein sometimes called the "Labor Index") furnished to the Naval Sea Systems Command by the BLS.

(4) Adjustments in compensation under paragraph (e) below for direct material costs shall be based on the changes in the "Index for Steel Vessel Contracts" (1967 = 100) (herein sometimes called the "Material Index") furnished to the Naval Sea Systems Command by the BLS.

(5) In the event that any of the specified indices for the monthly period involved are unavailable to the Contractor at the close of that monthly period, compensation adjustments pursuant to this requirement shall be based upon the average of monthly changes in the applicable indices for the previous four (4) months for which indices are available. The average of changes so calculated shall be added to the applicable index for the immediately preceding monthly period and the sum shall constitute the index for the monthly period involved. When the applicable index for the monthly period involved has been made available, the compensation adjustment for that monthly period shall be recomputed on the basis of such index, and any additional payment to or repayment by the Contractor required by such recomputation for that monthly period shall be reflected in any invoice(s) thereafter submitted for payment under any requirement of this contract until such amount has been paid, offset or recouped in full.

(6) In the event that any of the specified indices for any base period or any monthly period differs from the index previously available for that period, the compensation adjustment for the applicable monthly period(s) shall be recomputed on the basis of such revised index and any additional payment to or repayment by the Contractor required by such recomputation for that monthly period(s) shall be reflected in any invoice(s) submitted thereafter for payment under any requirement of this contract until such amount has been paid, offset or recouped in full.

(7) The Contractor shall be responsible for the calculations involving the indices provided for in this paragraph, and said calculations shall be subject to verification by the Government.

(8) For the purpose of computing compensation adjustments under this requirement, the following are the applicable base period index values (subject to adjustment as specified in paragraph (d)(6) above):

Description	Base Period*	Index Value*
Selected employee benefits costs		**/hour
Selected energy costs:		
Electricity		/KWH
Bunker C (No. 6)		/gal
Diesel 260 (No. 2)		/gal
Diesel 260 (No. 2, drum)		/55 gal
Coke		
Coal		
Cost of facilities capital; 95% of indirect costs other than indirect costs in (c)(1) a, b, and c above; and direct labor cost		
Direct material cost		

*Insert Base Periods and Index Value

**Index value for selected employee benefit costs is determined by dividing the base year total selected employee benefit costs by the base year total labor hours (direct and indirect) charged to all product lines and to Plant Under Construction accounts.

(e) Computation of Compensation Adjustment and Base Cost

(1) For the purpose of computing compensation adjustments under this requirement, the following computations shall be used for all the categories of cost specified in paragraph (c)(1).

a For each monthly period commencing prior to the Post Delivery Date of a vessel, the amount of the applicable category of cost for such vessel certified on the statement of monthly costs for that monthly period shall be multiplied by the difference between the

value of the applicable index for that monthly period and the applicable base period index listed in (d)(8) above and the product thereof shall be divided by the value of the applicable index for that monthly period and the result, the compensation adjustment for the applicable category of cost, shall be expressed to the nearest dollar. The calculation is as follows:

$$\frac{\left[\text{Current Month Index} - \text{Base Period Index}\right] \times \text{Current Month Cost}}{\text{Current Month Index}} = \text{Compensation Adjustment}$$

b For each monthly period commencing (i) subsequent to the Post Delivery Date of a vessel and (ii) prior to the post or actual delivery date of the last vessel to be delivered under the contract (whichever date is later), the value of the applicable index for the monthly period of the Post Delivery Date of the vessel involved or the value of the applicable index for the monthly period involved, whichever value is the lesser, shall be the value used in the computation in (e)(1)a above as the Current Month Index to calculate the compensation adjustment.

c In the event and to the extent that the contract delivery date for a vessel is subsequently extended for reasons of Government responsibility or excusable delay ("excusable delay" means delay for which the Contractor is not liable as determined by paragraph (c) of the clause of this contract entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (FT) (DEVIATION 89-915 - 29 JUN 1989)" (FAR 52.249-8)), the Post Delivery Date for such vessel shall be deemed to be extended on a day-for-day basis and if, as a result, the Post Delivery Date is extended beyond the monthly period involved, the compensation adjustment for the monthly period(s) involved shall be recomputed on the basis of the value of the applicable index for the monthly period(s) involved.

d For any monthly period commencing subsequent to the post or actual delivery date of the last vessel to be delivered under the contract, whichever date is the later, there shall be no compensation adjustment.

(2) For the purpose of computing Base Cost, the following shall apply:

a For each monthly period commencing prior to the post or actual delivery date of the last vessel to be delivered under the contract, whichever date is later, the compensation adjustments computed under (e)(1) above for all categories of cost for each vessel shall be totaled and subtracted from Total Monthly Cost for the same vessel and the resulting difference shall constitute the Base Cost for such vessel for that monthly period.

b For each monthly period commencing subsequent to the post or actual delivery date of the last vessel to be delivered under the contract, whichever date is the later, the

Total Monthly Costs for a vessel shall constitute the Base Cost for such vessel for that monthly period.

(3) No adjustment in compensation under this requirement shall be made for any monthly period for any vessel in the event that the cumulative sum of the Base Costs incurred for such vessel(s) for all preceding monthly periods exceeds the Ceiling Price(s) then set forth in this contract; provided, further, that in the event that the Ceiling Price(s) thereafter is(are) increased, by modification to this contract, adjustment in compensation under this requirement shall be made for each monthly period that the cumulative sum of the Base Costs incurred for such vessel(s) for all preceding monthly periods does not exceed such increased Ceiling Price(s).

(4) No adjustment in compensation under this requirement shall be made for any monthly period for any vessel in the event that the specified indices for the monthly period involved are unavailable solely as a result of the failure by the Contractor to submit timely, accurate, and complete information to the BLS necessary for their calculation of the indices. Any amount withheld under the requirements of this paragraph shall be released following the Contractor's submission of such information.

(5) The amount of the adjustment in compensation for each individual vessel determined as above (plus or minus) shall be set forth separately in a Supplemental Agreement to this contract, which also shall set forth the computation upon which each adjustment in compensation is based.

(6) In the event that any amount shown in any Supplemental Agreement pursuant to subparagraph (e)(5) in respect to a vessel is a minus figure, such amount shall be deducted from any invoice(s) presented for payment under any requirement of this contract until such amount has been offset or recouped in full.

(f) Payment of Compensation Adjustment. Payments of amounts of compensation adjustment under this requirement shall be made for each vessel on the basis of monthly periods. Except as provided in paragraph (f)(3) below, compensation adjustment payments shall be made provisionally on a biweekly basis as set forth in (f)(2) below and then adjusted on a monthly basis as set forth in (f)(1) below. For the purpose of this paragraph (f): a weekly period is the Contractor's normal accounting week, and a biweekly period is two consecutive weekly periods.

(1) After execution of the Supplemental Agreement pursuant to paragraph (e)(5) of this requirement in respect of a monthly period, and upon submission of proper invoices, the Contractor shall be paid or there shall be deducted for each vessel the amount set forth in such Supplemental Agreement, less the sum of the amounts of the provisional compensation adjustments paid or payable on account of such vessel pursuant to (f)(2) below for biweekly periods, or any weeks of biweekly periods, falling in the monthly period to which the Supplemental Agreement applies. Each Supplemental Agreement shall set forth a biweekly provisional compensation adjustment amount for each vessel for the purpose of making provisional compensation adjustment payments pursuant to paragraph (f)(2) below for

biweekly periods ending after execution of such Supplemental Agreement until the next Supplemental Agreement is executed. The biweekly provisional compensation adjustment amount for each vessel shall be determined by dividing the amount of the compensation adjustment for the monthly period involved set forth in the Supplemental Agreement for each vessel by the number of weekly periods in the monthly period to which the Supplemental Agreement applies. The quotient shall then be multiplied by two and the product shall be the biweekly provisional compensation adjustment amount.

(2) At the end of every biweekly period, upon submission of proper invoices, the Contractor shall be paid on account of each vessel the biweekly provisional compensation adjustment set forth in the most recently executed Supplemental Agreement.

(3) Any payment under (f)(1) or (f)(2) above shall be deferred to the extent that the amount of such payment, when added to the total of all payments previously paid or payable with respect to such vessel under this requirement and the "PAYMENTS" requirement (other than payments made pursuant to paragraph (g) of the "PAYMENTS" requirement), would exceed the total cost limitations which are then applicable to that vessel under the terms of paragraphs (a)(1) and (a)(2) of the "PAYMENTS" requirement. Deferred payments of compensation adjustments shall be paid upon submission of subsequent invoices whenever such payment, when added to the total of all payments previously made with respect to such vessel under this requirement and the "PAYMENTS" requirement (other than payments made pursuant to paragraph (g) of the "PAYMENTS" requirement) would not exceed the total cost limitations which are then applicable to that vessel under the terms of paragraphs (a)(1) and (a)(2) of the "PAYMENTS" requirement. After the close of the monthly period during which the last vessel is actually delivered, any remaining deferred payments for compensation adjustment shall, upon submission of proper invoices by the Contractor and upon verification thereof by the Contracting Officer, be promptly paid.

(4) The Government agrees that any request for approval to make progress payments more frequently than once every two weeks will include a request for similar approval of more frequent compensation adjustment payments. Upon approval by cognizant Government authority, this requirement will be modified accordingly without additional consideration by the Contractor to the Government for such modifications.

(g) Separate Reimbursement. (1) No adjustment shall be made in the Target Cost(s), Target Profit(s), Target Price(s) or Ceiling Price(s) on account of upwards or downwards adjustments in compensation made in accordance with paragraph (e) of this requirement, and hence said adjustments will be paid separately and are outside the incentive price revision formula provided for in the clause hereof entitled "INCENTIVE PRICE REVISION--FIRM TARGET (FI) (DEVIATION)" (FAR 52.216-16).

(2) The amount currently obligated for payment of compensation adjustments is set forth in the financial accounting data sheet(s). This amount may be unilaterally adjusted upward or downward by the Government at any time during the pendency of this contract. Nothing in the preceding two sentences shall be construed as relieving the Government from

any obligations to reimburse the Contractor for compensation adjustments as set forth in this requirement.

(h) Disputes. Any dispute arising under this requirement shall be determined in accordance with and subject to the provisions of the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(End of Text)

* Insert appropriate date.
** If the period specified in paragraph (a) of the requirement of this contract entitled "GUARANTY PERIOD" is longer than eight (8) months after preliminary acceptance, then this period may be extended to reflect such longer period.
*** Insert the last month of the Contractor's accounting year.

NOTES

⇒ If appropriate, insert a Note regarding the separate application of the requirement to: the basic contract work and to each option; to each line item of the contract; to specified groups of line items; or to other appropriate groupings. Or, if appropriate, insert a Note that this requirement applies to all of the listed line items.

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.216-9124 COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL) (FP) (JAN 1990)

(a) General

(1) The contract price(s) agreed to by the parties reflect the price levels of the base periods identified in paragraph (d) below. It is anticipated that the Contractor's actual costs may vary from the price levels of the base periods and the parties desire to provide for adjustment to compensation to reflect such variations. However, regardless of the actual variations in the costs experienced during the period of performance, adjustments in compensation because of such variations shall be computed and effected in accordance with the procedures specified herein.

(2) Except as hereinafter provided in paragraph (e)(3), adjustments in compensation shall be made in respect to each individual vessel for each monthly period commencing _____*_____ and ending with the monthly period in which the actual delivery of the last vessel to be delivered under the contract occurs or the monthly period in which the "Post Delivery Date" (see paragraph (a)(3) below) of the last vessel occurs, whichever is later. For the purpose of this requirement, a "monthly period" or "monthly period involved" shall mean the Contractor's normal accounting month.

(3) The "Post Delivery Date" for the purpose of this requirement is defined as a date eight (8) months** after the contract delivery date of the applicable vessel set forth in Section F, "DELIVERIES OR PERFORMANCE".

(b) Pricing of Changes

(1) The costs subject to adjustment under this requirement include the costs of performance of changes or other work for which the contract price(s) is(are) subject to equitable adjustment pursuant to the "CHANGES" clause or pursuant to other requirements of the contract. Accordingly, equitable adjustments to the contract price(s) shall be determined on the basis of actual and/or projected direct material costs, direct labor costs and indirect costs de-escalated to price levels of the base periods identified in paragraph (d) below. The method of de-escalation shall be the same as that set forth in paragraph (e) for determining compensation adjustments and base costs.

(2) In the event and to the extent that work authorized under the "CHANGES" clause results or will result in costs being incurred with respect to a vessel after the monthly period commencing subsequent to the Post Delivery Date of such vessel (or, in the case of the last vessel to be delivered, the monthly period commencing subsequent to the actual delivery date if such date occurs after the Post Delivery Date), the equitable adjustment for such change shall take account of such costs at their estimated actual value(s) rather than at the base period value(s) provided for in paragraph (b)(1) above. The costs included in the aforementioned equitable adjustment(s) shall be adjusted to preclude payment of any costs reimbursed under this requirement.

(c) Cost Subject to Compensation Adjustment

(1) For the purpose of this requirement, the total allowable costs in the following categories shall be subject to monthly compensation adjustment:

a Selected employee benefits

1 FICA (indirect costs)

2 State and Federal Workmen's Compensation (indirect costs)

3 Unemployment Compensation (indirect costs)

4 Disability (indirect costs)

5 Federally Mandated National Health Program (indirect costs)

6 Federally Mandated changes to hours of work per week or per day and changes to the payment of overtime indirect and direct costs)

b Selected energy costs (indirect costs)

1 Electricity

2 Fuel oils

(i) Bunker C (No. 6)

(ii) Diesel 260 (No. 2 by gallon and drum)

3 Coke

4 Coal

c One hundred percent of the imputed cost of facilities capital (indirect cost)

d Ninety-five percent of indirect costs other than indirect costs in (c)(1) a, b, and c above

e One hundred percent of direct labor costs

f One hundred percent of direct material costs

(2) Within 30 days after the end of each monthly period with respect to each individual vessel, the Contractor shall submit to the Government: (i) a certified statement of the costs incurred for that vessel during that monthly period (monthly costs) and (ii) a certified statement of the total cumulative costs incurred for that vessel from the effective date of the contract to the end of that monthly period (total costs). The statement of monthly costs shall separately identify the direct material costs, the direct labor costs and the indirect costs. With respect to indirect costs, the statement of monthly costs shall state separately from all other indirect costs (i) the monthly incurred selected employee benefit costs of the type identified in paragraph (c)(1)a above, (ii) the monthly incurred selected energy costs of the type identified in paragraph (c)(1)b above, (iii) the monthly imputed cost of facilities capital allocated to the vessel involved, and (iv) the ninety-five percent of indirect costs subject to compensation adjustment.

a The monthly selected employee benefit costs for the vessel involved shall be the product obtained by multiplying the yard-wide total selected employee benefit costs of the type identified in paragraph (c)(1)a above by the amount of total overhead dollars, excluding the imputed cost of facilities capital, allocated to each vessel for the monthly period involved and the product shall be divided by yard-wide total overhead dollars, excluding the imputed cost of facilities capital, for the monthly period involved.

b The monthly incurred selected energy costs for the vessel involved shall be the product obtained by multiplying the yard-wide total selected energy costs of the type identified in paragraph (c)(1)b above by the amount of general overhead dollars, excluding

the imputed cost of facilities capital, allocated to each vessel for the monthly period involved and the product shall be divided by the total yard-wide general overhead dollars, excluding the imputed cost of facilities capital, for the monthly period involved.

(3) For the purpose of this requirement:

a "Direct material costs", "direct labor costs", and "indirect costs" shall have the meaning set forth in Part 31 of the Federal Acquisition Regulation (FAR) and Part 231 of the Department of Defense FAR Supplement (DFARS) in effect on the effective date of this contract.

b "Monthly costs" and "total costs" shall include only "incurred costs" and "allowable costs" as those terms are defined in paragraph (f) of the requirement entitled "PAYMENTS" except that "incurred costs" for material shall include the full amounts of all billings received from vendors during the monthly period involved irrespective of whether the Contractor has paid the full amount of such billings. Further, on this contract, the imputed cost of facilities capital shall be treated as an "incurred indirect cost".

(4) The costs identified in this paragraph (c) shall be subject to audit and inspection by the Contracting Officer in accordance with paragraph (h) of the requirement entitled "PAYMENTS."

(d) Cost Indices

(1) Selected employee benefits compensation adjustments shall be based on changes in the monthly average hourly cost of these benefits. For the month involved, the average hourly cost of the benefits listed in (c)(1)a above shall be determined by dividing the total costs recorded (including adjustments made at the end of the accounting year and included in the calculations for the month of ___***___) in the Contractor's accounts for the items listed in (c)(1)a above by the total of direct and indirect labor hours charged to all product lines and to plant under construction accounts and the result shall be carried to the same number of decimal places as the index value for the base period as shown in paragraph (d)(8) below. Monthly average hourly cost is the index for computing selected employee benefits compensation adjustments under paragraph (e) below.

(2) Selected energy costs compensation adjustments shall be based on the following:

a Electricity and fuel oil compensation adjustments shall be based on changes in the average monthly unit values of those costs. Monthly unit values for electricity costs and fuel oil costs listed in (c)(1)b above shall be computed by dividing the total usage amount of each such energy cost element during that monthly period for the Contractor's entire yard into the total purchase cost billed to the Contractor for the total usage amount of each such energy cost element and the result shall be carried to the same number of decimal places as the index values for the base periods as shown in paragraph (d)(8) below. Average monthly unit values are the indices for computing electricity and fuel oil compensation adjustments under paragraph (e) below.

b Coke and coal compensation adjustments under paragraph (e) below shall be based on changes in the following wholesale price indices published monthly by the Bureau of Labor Statistics (BLS): Coke shall be based on Code 052, Coke (Foundry By-product), and coal on Code 051, Coal.

(3) Compensation adjustments under paragraph (e) below for the imputed cost of facilities capital; 95 percent of the indirect costs other than indirect costs in (c)(1)a, b, and c above; and direct labor costs shall be based on changes in the "Indices of Change in Straight-Time Average Hourly Earnings for Selected Shipyards for Steel Vessel Construction and All Regions" (MAY 1987 = 100) (herein sometimes called the "Labor Index") furnished to the Naval Sea Systems Command by the BLS.

(4) Adjustments in compensation under paragraph (e) below for direct material costs shall be based on the changes in the "Index for Steel Vessel Contracts" (1967 = 100) (herein sometimes called the "Material Index") furnished to the Naval Sea Systems Command by the BLS.

(5) In the event that any of the specified indices for the monthly period involved are unavailable to the Contractor at the close of that monthly period, compensation adjustments pursuant to this requirement shall be based upon the average of monthly changes in the applicable indices for the previous four (4) months for which indices are available. The average of changes so calculated shall be added to the applicable index for the immediately preceding monthly period and the sum shall constitute the index for the monthly period involved. When the applicable index for the monthly period involved has been made available, the compensation adjustment for that monthly period shall be recomputed on the basis of such index, and any additional payment to or repayment by the Contractor required by such recomputation for that monthly period shall be reflected in any invoice(s) thereafter submitted for payment under any requirement of this contract until such amount has been paid, offset or recouped in full.

(6) In the event that any of the specified indices for any base period or any monthly period differs from the index previously available for that period, the compensation adjustment for the applicable monthly period(s) shall be recomputed on the basis of such revised index and any additional payment to or repayment by the Contractor required by such recomputation for that monthly period(s) shall be reflected in any invoice(s) submitted thereafter for payment under any requirement of this contract until such amount has been paid, offset or recouped in full.

(7) The Contractor shall be responsible for the calculations involving the indices provided for in this paragraph, and said calculations shall be subject to verification by the Government.

(8) For the purpose of computing compensation adjustments under this requirement, the following are the applicable base period index values (subject to adjustment as specified in paragraph (d)(6) above):

Description	Base Period*	Index Value*
Selected employee benefits costs		**/hour
Selected energy costs:		
Electricity		/KWH
Bunker C (No. 6)		/gal
Diesel 260 (No. 2)		/gal
Diesel 260 (No. 2, drum)		/55 gal
Coke		
Coal		
Cost of facilities capital; 95% of indirect costs other than indirect costs in (c)(1) a, b, and c above; and direct labor cost		
Direct material cost		

*Insert Base Periods and Index Value

**Index value for selected employee benefit costs is determined by dividing the base year total selected employee benefit costs by the base year total labor hours (direct and indirect) charged to all product lines and to Plant Under Construction accounts.

(e) Computation of Compensation Adjustment and Base Cost

(1) For the purpose of computing compensation adjustments under this requirement, the following computations shall be used for all the categories of cost specified in paragraph (c)(1).

a For each monthly period commencing prior to the Past Delivery Date of a vessel, the amount of the applicable category of cost for such vessel certified on the statement of monthly costs for that monthly period shall be multiplied by the difference between the value of the applicable index for that monthly period and the applicable base period index listed in (d)(8) above and the product thereof shall be divided by the value of the applicable index for that monthly period and the result, the compensation adjustment for the applicable category of cost, shall be expressed to the nearest dollar. The calculation is as follows:

$$\left[\text{Current Month Index} - \text{Base Period Index}\right] \times \text{Current Month Cost}$$

$$\frac{\qquad\qquad\qquad\qquad\qquad\qquad\qquad\qquad\qquad\qquad}{\text{Current Month Index}} = \text{Compensation Adjustment}$$

b For each monthly period commencing (i) subsequent to the Post Delivery Date of a vessel and (ii) prior to the post or actual delivery date of the last vessel to be delivered under the contract (whichever date is later), the value of the applicable index for the monthly period of the Post Delivery Date of the vessel involved or the value of the applicable index for the monthly period involved, whichever value is the lesser, shall be the value used in the computation in (e)(1)a above as the Current Month Index to calculate the compensation adjustment.

c In the event and to the extent that the contract delivery date for a vessel is subsequently extended for reasons of Government responsibility or excusable delay ("excusable delay" means delay for which the Contractor is not liable as determined by paragraph (c) of the clause of this contract entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE (FT) (APR 1984) (DEVIATION)" (FAR 52.249-8), the Post Delivery Date for such vessel shall be deemed to be extended on a day-for-day basis and if, as a result, the Post Delivery Date is extended beyond the monthly period involved, the compensation adjustment for the monthly period(s) involved shall be recomputed on the basis of the value of the applicable index for the monthly period(s) involved.

d For any monthly period commencing subsequent to the post or actual delivery date of the last vessel to be delivered under the contract, whichever date is the later, there shall be no compensation adjustment.

(2) For the purpose of computing Base Cost, the following shall apply:

a For each monthly period commencing prior to the post or actual delivery date of the last vessel to be delivered under the contract, whichever date is later, the compensation adjustment computed under (e)(1) above for all categories of cost for each vessel shall be totaled and subtracted from Total Monthly Cost for the same vessel and the resulting difference shall constitute the Base Cost for such vessel for that monthly period.

b For each monthly period commencing subsequent to the post or actual delivery date of the last vessel to be delivered under the contract, whichever date is the later, the Total Monthly Costs for a vessel shall constitute the Base Cost for such vessel for that monthly period.

(3) No adjustment in compensation under this requirement shall be made for any monthly period for any vessel in the event that the cumulative sum of the Base Costs incurred for such vessel(s) for all preceding monthly periods exceeds the Contract Price(s) then set forth in this contract; provided, further, that in the event that the Contract Price(s) thereafter is(are) increased, by modification to this contract, adjustment in compensation under this requirement shall be made for each monthly period that the cumulative sum of the Base Costs incurred for such vessel(s) for all preceding monthly periods does not exceed such increased Contract Price(s).

(4) No adjustment in compensation under this requirement shall be made for any monthly period for any vessel in the event that the specified indices for the monthly period involved are unavailable solely as a result of the failure by the Contractor to submit timely, accurate, and complete information to the BLS necessary for their calculation of the indices. Any amount withheld under the requirements of this paragraph shall be released following the Contractor's submission of such information.

(5) The amount of the adjustment in compensation for each individual vessel determined as above (plus or minus) shall be set forth separately in a Supplemental Agreement to this contract, which also shall set forth the computation upon which each adjustment in compensation is based.

(6) In the event that any amount shown in any Supplemental Agreement pursuant to subparagraph (e)(5) in respect to a vessel is a minus figure, such amount shall be deducted from any invoice(s) presented for payment under any requirement of this contract until such amount has been offset or recouped in full.

(f) Payment of Compensation Adjustment. Payments of amounts of compensation adjustment under this requirement shall be made for each vessel on the basis of monthly periods. Except as provided in paragraph (f)(3) below, compensation adjustment payments shall be made provisionally on a biweekly basis as set forth in (f)(2) below and then adjusted on a monthly basis as set forth in (f)(1) below. For the purpose of this paragraph (f): a weekly period is the Contractor's normal accounting week, and a biweekly period is two consecutive weekly periods.

(1) After execution of the Supplemental Agreement pursuant to paragraph (e)(5) of this requirement in respect of a monthly period, and upon submission of proper invoices, the Contractor shall be paid or there shall be deducted for each vessel the amount set forth in such Supplemental Agreement, less the sum of the amounts of the provisional compensation adjustments paid or payable on account of such vessel pursuant to (f)(2) below for biweekly periods, or any weeks of biweekly periods, falling in the monthly period to which the Supplemental Agreement applies. Each Supplemental Agreement shall set forth a biweekly provisional compensation adjustment amount for each vessel for the purpose of making provisional compensation adjustment payments pursuant to paragraph (f)(2) below for biweekly periods ending after execution of such Supplemental Agreement until the next Supplemental Agreement is executed. The biweekly provisional compensation adjustment amount for each vessel shall be determined by dividing the amount of the compensation adjustment for the monthly period involved set forth in the Supplemental Agreement for each vessel by the number of weekly periods in the monthly period to which the Supplemental Agreement applies. The quotient shall then be multiplied by two and the product shall be the biweekly provisional compensation adjustment amount.

(2) At the end of every biweekly period, upon submission of proper invoices, the Contractor shall be paid on account of each vessel the biweekly provisional compensation adjustment set forth in the most recently executed Supplemental Agreement.

(3) Any payment under (f)(1) or (f)(2) above shall be deferred to the extent that the amount of such payment, when added to the total of all payments previously paid or payable with respect to such vessel under this requirement and the "PAYMENTS" requirement (other than payments made pursuant to paragraph (e) of the "PAYMENTS" requirement), would exceed the total cost limitations which are then applicable to that vessel under the terms of paragraphs (a)(1) and (a)(2) of the "PAYMENTS" requirement. Deferred payments of compensation adjustments shall be paid upon submission of subsequent invoices whenever such payment, when added to the total of all payments previously made with respect to such vessel under this requirement and the "PAYMENTS" requirement (other than payments made pursuant to paragraph (e) of the "PAYMENTS" requirement) would not exceed the total cost limitations which are then applicable to that vessel under the terms of paragraphs (a)(1) and (a)(2) of the "PAYMENTS" requirement. After the close of the monthly period during which the last vessel is actually delivered, any remaining deferred payments for compensation adjustment shall, upon submission of proper invoices by the Contractor and upon verification thereof by the Contracting Officer, be promptly paid.

(4) The Government agrees that any request for approval to make progress payments more frequently than once every two weeks will include a request for similar approval of more frequent compensation adjustment payments. Upon approval by cognizant Government authority, this requirement will be modified accordingly without additional consideration by the Contractor to the Government for such modifications.

(g) Separate Reimbursement. (1) No adjustment shall be made in the contract price(s) on account of upwards or downwards adjustments in compensation made in accordance with paragraph (e) of this requirement, and hence said adjustments will be paid separately and are outside the pricing structure of this contract.

(2) The amount currently obligated for payment of compensation adjustments is set forth in the financial accounting data sheet(s). This amount may be unilaterally adjusted upward or downward by the Government at any time during the pendency of this contract. Nothing in the preceding two sentences shall be construed as relieving the Government from any obligations to reimburse the Contractor for compensation adjustments as set forth in this requirement.

(h) Disputes. Any dispute arising under this requirement shall be determined in accordance with and subject to the provisions of the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(End of Text)

* Insert appropriate date.
** If the period specified in paragraph (a) of the requirement of this contract entitled "GUARANTY PERIOD" is longer than eight (8) months after preliminary acceptance, then this period may be extended to reflect such longer period.
*** Insert the last month of the Contractor's accounting year.

NOTES

⇒ If appropriate, insert a Note regarding the separate application of the requirement to: the basic contract work and to each option; to each line item of the contract; to specified groups of line items; or to other appropriate groupings. Or, if appropriate, insert a Note that this requirement applies to all of the listed line items.

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.246-9128 DELIVERY OF COMPLETED VESSEL (FT) (JAN 1983)

The term "vessel" as used in this requirement refers to each of the vessels to be constructed and delivered under this contract.

(a) The vessel shall not be presented for acceptance trials (as used in this requirement acceptance trials means acceptance trials or combined acceptance trials) until it is determined by the Supervisor that the Contractor has satisfactorily carried out those parts of the builder's trials for which the Contractor is responsible, including builder's dock and sea trials, and that the Contractor has:

(i) Corrected all Contractor responsible deficiencies discovered before completion of all builder's sea trials, unless otherwise agreed to in writing by the Contracting Officer; and

(ii) Corrected all Contractor responsible deficiencies discovered after completion of the builder's sea trials which are determined by the Contracting Officer to be necessary to avoid an adverse effect on the operational capability of the vessel.

(b) The Contractor shall be responsible for scheduling an interval of a minimum of _____*_____ (*) days between the satisfactory completion of acceptance trials and delivery of the vessel. During this period, the Contractor shall satisfactorily correct all Contractor responsible deficiencies, whether discovered before, during, or after completion of acceptance trials, which are determined by the Contracting Officer to be necessary to avoid an adverse effect on the operational capability of the vessel.

(c) Prior to delivery of the vessel, to the extent necessary for tests, crew training, or operations which the Government is to perform and which do not require the Government to have control of the entire vessel, the Contractor shall make parts of the vessel available to the Government; to the extent necessary for tests, crew training, trials or operations which the Government is to perform and which require the Government to have control of the entire vessel, such as alongside training, fast cruise and underway trials, the Contractor shall make the entire vessel available to the Government at dockside, at the Contractor's plant, for such periods of time as are necessary for such trials and operations. During all periods of time when the entire vessel is made available to the Government, the Contractor shall, as requested by the Government and required by the specifications, provide technical

assistance and provide assistance necessary to correct defects which develop or are discovered during trials or operations of the vessel. Following the completion of each such trial or operation, the Government shall return the vessel to the Contractor at dockside, at the Contractor's plant, for the correction of defects, if any, and completion of construction in accordance with the terms of this contract.

(d) Upon satisfactory completion (i) of acceptance trials and (ii) of the correction of deficiencies as provided in paragraph (b) above, the Contractor shall deliver the vessel to the Government for preliminary acceptance.

(e) Following preliminary acceptance, the Government may, during the guaranty period, make the vessel available to the Contractor, at the Contractor's plant, (i) for correction of defects noted at the time of preliminary acceptance, or which are discovered during the guaranty period, and (ii) for the performance of any additional work required by change orders issued pursuant to the "CHANGES" clause of this contract prior to preliminary acceptance and not theretofore performed. If the Government elects to make the vessel(s) available to the contractor, at the contractor's plant, for the accomplishment of the above described post delivery work, the contractor agrees to accept the vessel(s) and perform the work. The contractor also agrees to consider the accomplishment of additional work during the post-shakedown availability under a standard Government contract. If the post-shakedown availability period shall begin during but extend beyond the expiration of the guaranty period, the Government may during the extended period leave the vessel at the Contractor's plant or return the vessel thereto for the correction of defects not previously corrected and for the performance of any additional work required by change orders issued pursuant to the "CHANGES" clause of this contract prior to preliminary acceptance and not theretofore performed.

(f) The Contractor shall exercise reasonable care to protect the vessel at all times until the delivery of the vessel, and thereafter during such times as the vessel is at the Contractor's plant during the guaranty period or during the post-shakedown availability period if the latter shall extend beyond the expiration of the guaranty period, except for periods of time when the entire vessel is made available to the Government. During such periods, while the vessel is at the Contractor's plant, the Contractor shall provide assistance to protect and service the vessel, and shall effect any correction of defects or performance of uncompleted work, to the extent permitted or required by the Government.

(g) In accordance with the inspection requirements of the contract, all actions of the Government pursuant to this requirement shall be performed in such a manner as to not unduly delay the work.

(End of Text)

*Insert appropriate period of time as determined by program. (Note: minimum period of time is 6 weeks, per OPNAVINST 4700.8 (Series).)

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)

(a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment of $100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of each element of disruption and exactly how work has been, or will be disrupted:

(i) The calendar period of time during which disruption occurred, or will occur;

(ii) Area(s) aboard the vessel where disruption occurred, or will occur;

(iii) Trade(s) disrupted, with a breakdown of manhours for each trade;

(iv) Scheduling of trades before, during, and after period of disruption;

(v) Description of measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross-referenced to the detailed information provided as required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal in excess of $100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

(End of Text)

Insert when required in non craft and/or shipbuilding procurements.

5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (AT) – ALTERNATE I (APR 1999)

(a) For the purposes of this requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (i) an engineering change proposed by the Government or the Contractor pursuant to the "Other Change Proposals" or other requirements of this contract and (ii) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment under the "CHANGES" clause or any other article or requirement of this contract.

(b) Whenever the Contractor requests or proposes an equitable adjustment of $100,000 or more per vessel in respect of a change made pursuant to a written order designated as a "change order" or in respect of a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect of any other act or omission to act on the part of the Government, the proposal supporting such request shall include the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of identifiable components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of identifiable raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work which is substituted or added by the change. A list of identifiable components and equipment (not bulk materials or items) involved, should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of disruption attributable solely to the change; which description shall include the following information:

(i) Description of each identifiable element of disruption and how work has been, or may be, disrupted;

(ii) The calendar period of time during which disruption occurred, or may occur;

(iii) Area(s) of the Contractor's operations where disruption occurred, or may occur;

(iv) Trade(s) or functions disrupted, with a breakdown of manhours and material for each trade or function;

(v) Scheduling of trades before, during, and after period of disruption insofar as such scheduling may relate to or be affected by the estimated disruption;

(vi) Description of any measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work or increased costs attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the nature of the alleged Government act or omission, when the alleged Government act or omission occurred, and the "casual" relationship between the alleged Government act or omission and the claimed consequences thereof, cross-referenced to the detailed information provided as required above.

(c) Each proposal submitted in accordance with this requirement shall include a copy of the Contractor's ship's labor budget at the cost level in effect as of the date the event began, the cost incurred at the cost level as of the same date, and the proposed effect of the change at the cost class level.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in subparagraphs (b)(1) through (b)(8) above, or that the Contractor may not reasonably be able to furnish complete information on all of the factors listed in subparagraph (b)(1) through (b)(8) above. Accordingly, the Contractor is only required to set forth in its request for equitable adjustment information with respect to those factors which are relevant to the individual request for equitable adjustment, or in the level of detail which is reasonably available to the Contractor.

(e) In addition to any information required under paragraph (b) above, each proposal submitted in support of a claim for equitable adjustment, under any requirement of this contract, in an amount which requires certified cost or pricing data, shall contain such cost or pricing data as the Contracting Officer shall require with respect to each individual claim item, and shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, with the information submitted pursuant to subparagraphs (b)(1) through (b)(8) hereof.

(End of Text)

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.216-9126 ECONOMIC PRICE ADJUSTMENT ALLOWANCES (LEAD) (SEP 1990)

(a) Adjustment with respect to lead shall be made on the basis of the actual price per pound of lead to the Contractor, exclusive of processing and transportation costs; provided, however, that in no event shall the contract price be increased by an amount greater than the average unit price per pound of lead as published in the periodical "American Metal Market Journal" as the average market price for the month in question.

(b) The following lead is subject to price adjustment pursuant to the clause entitled "ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL" (FAR 52.216-4):

ITEMS	MATERIAL PRICE/UNIT	QUANTITIES (BY LB.) AND DIRECT COST PER CELL

(End of Text)

Applicable to procurements for submarine batteries.

5252.233-9107 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (AT) (JAN 1983)

(a) Whenever the Contractor, after receipt of a change made pursuant to the clause of this contract entitled "CHANGES" or after affirmation of a constructive change under the "NOTIFICATION OF CHANGES" (FAR 52.243-7) requirement, submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change.

(b) Further, the Contractor agrees (except as the parties may otherwise agree) that, if required by the Contracting Officer, it will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of Text)

Applicable only to craft, shipbuilding and ship repair/overhaul procurements. Deviation requires SEA 02/02B approval.

5252.245-9106 FACILITIES TO BE GOVERNMENT-FURNISHED (COST-REIMBURSEMENT) (SEP 1990)

(a)(1) The estimated cost and fee, if any, and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the estimated cost and fee, if any, or delivery schedule, or both, shall be made pursuant to the clause entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2), provided, however, that if the limitation or termination is due to failure by the Contractor to perform

its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines as a fact to be appropriate under the circumstances.

(2) For the purposes of this requirement, facilities means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights therein, buildings, structures, improvements, and plant equipment as defined in FAR Part 45.

(b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

DESCRIPTION AND IDENTITY OF FACILITIES

(c)(1) In the event that the cumulative total acquisition costs (actual or estimated) of all facilities provided by the Naval Sea Systems Command to the Contractor at the same plant or general location (including the facilities to be furnished hereunder) does not exceed $50,000, such facilities shall be provided to the Contractor as Government Property subject to and in accordance with the clause entitled "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5), unless there is in existence a facilities management contract at the same plant or general location.

(2) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.

*****(d) In addition to those items of facilities identified in paragraph (b), above, the following items may be required for the complete performance of the work called for by this contract:

ADDITIONAL ITEMS OF FACILITIES

Accordingly, the right of the parties to agree upon such additional facilities during the term of performance of this contract is hereby expressly reserved. The aggregate total value of facilities provided shall in no case exceed $50,000 at any one plant or general location.

(End of Text)

*Paragraph (d) is applicable only to research and development contracts not in support of production. Delete if not applicable.

Applicable to all cost type procurements when facilities are to be Government-furnished.

5252.245-9105 FACILITIES TO BE GOVERNMENT-FURNISHED (FIXED-PRICE) (SEP 1990)

(a)(1) The price and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the price or delivery schedule or both, shall be made pursuant to the clause entitled "CHANGES--FIXED PRICE" (FAR 52.243-1); provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines to be appropriate under the circumstances.

(2) For the purposes of this requirement, facilities means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights therein, buildings, structures, improvements, and plant equipment as defined in FAR Part 45.

(b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

DESCRIPTION AND IDENTITY OF FACILITIES

(c)(1) In the event that the cumulative total acquisition cost (actual or estimated) of all facilities provided by the Naval Sea Systems Command, to the Contractor at the same plant or general location (including the facilities to be furnished hereunder) does not exceed

$50,000, such facilities shall be provided to the Contractor as Government Property subject to and in accordance with the clause entitled "GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)" (FAR 52.245-2), unless there is in existence a facilities management contract at the same plant or general location.

(2) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.

*****(d) In addition to those items of facilities identified in paragraph (b), above, the following items may be required for the complete performance of the work called for by this contract:

ADDITIONAL ITEMS OF FACILITIES

Accordingly, the right of the parties to agree upon such additional facilities during the term of performance of this contract is hereby expressly reserved. The aggregate total value of facilities provided shall in no case exceed $50,000 at any one plant or general location.

(End of Text)

*****Paragraph (d) is applicable only to research and development contracts not in support of production. Delete if not applicable.

Applicable only to fixed-price craft, shipbuilding and ship repair/overhaul procurements when facilities are to be Government-furnished. Deviation requires SEA 02/02B approval.

5252.232-9108 FINAL SETTLEMENT (FT) (JAN 1983)

Upon final acceptance of the vessel(s), or in the event of the termination of this contract on such terms that none of the vessel(s) is to be completed, then upon such termination, the Contractor shall be entitled to receive the balance owing to it under this contract, such payment to be made promptly after the amount of such balance shall have been determined. The Contractor and each assignee under an assignment in effect at the time of final settlement shall execute and deliver at the time of and as a condition precedent to final payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the Contracting Officer, discharging the Government, its officers, agents and employees of and from liabilities, obligations and claims arising under

this contract. The Contracting Officer may authorize partial payments on account of any such balance to be made in advance of final settlement. If this contract shall have been terminated in whole or in part, any such release shall also contain a release of all claims against the Government arising out of or by virtue of such termination.

(End of Text)

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.225-9100 FOREIGN SHIPYARD CONSTRUCTION PROHIBITION (AT) (JAN 1983)

Neither the vessel nor the hull, midbody, or other major fixed structural component of the vessel shall be constructed in a foreign shipyard.

(End of Text)

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.245-9102 GOVERNMENT FACILITIES ON A RENT-FREE NON-INTERFERENCE BASIS (SEP 1990)

The price or estimated amount (including fee), as applicable, for the performance of this contract is predicated upon rent-free use on a non-interference basis of the facilities in the possession of the Contractor accountable under Contract _____.

(End of Text)

Applicable to procurements when facilities are provided on a rent-free basis.

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

(End of Text)

NOTES

⇒ If NAVSEA Form 4205/19 is listed in Section J as an attachment, the form may be referenced here rather than repeating the same information.

Applicable to all procurements which include GFP for performance purposes.

5252.245-9109 GOVERNMENT-FURNISHED PROPERTY (INCORPORATION) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for incorporation in the equipment to be delivered under Item(s) _____ of this contract:

(End of Text)

NOTES

⇒ If NAVSEA Form 4205/19 is listed in Section J as an attachment, the form may be referenced here rather than repeating the same information.

Applicable to all procurements which include GFP for incorporation purposes.

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding $500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000

Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: http://www.gidep.org

(End of Text)

Applicable to all procurements over $500,000. See SECNAVINST 5200.39 (Series). Negotiator shall assure that GIDEP is an addressee on all applicable CDRL items. CDRL areas of primary concern to GIDEP are testing, non-standard parts, reliability, calibration and metrology.

5252.217-9107 GROWTH AND NEW WORK (SEP 1990)

(a) It is the Government's intention to ensure that, where it is determined that the work will be performed by the private sector, any growth or new work identified during the overhaul will be awarded to the initial prime Contractor only if a fair and reasonable price can be negotiated for such work. If a fair and reasonable price cannot be negotiated for the above actions, the Government may, at its election, pursue any or all of the following courses of action: (1) defer the work to a repair period after completion of the instant contract; (2) accomplish the work using Government employees during the original overhaul period. (Government employees may engage in and complete the assigned work while the ship is undergoing overhaul in the initial prime Contractor's facility pursuant to the "ACCESS TO VESSEL" clause (DFARS 252.217-7011)); and/or (3) conduct a separate, competitive procurement for growth or new work. Performance will be during the original overhaul period. The initial prime Contractor and other Master Ship Repair Agreement (MSRA) holders may enter this competition. If other than the initial prime Contractor is successful, the successful Contractor may engage in and complete the work while the ship is undergoing overhaul in the initial prime Contractor's facility pursuant to the "ACCESS TO VESSEL" clause.

(b) The offeror shall include in its proposed price the cost of supporting one or more third parties (including Government employees and/or other Contractors' workers) at the overhaul site in performance of growth and/or new work, should the Government elect to pursue such a course. Increased costs that may result from third party presence as described above, may include, but are not limited to: insurance; physical plant security; reasonable access for third party workers who must transit the Contractor's facility or any other work site provided by the Contractor at which the ship may be berthed; utilities used aboard the ship or in proximity of the ship in support of the overhaul; and similar requirements. Third party presence will occur only if the prime ship repair Contractor proposes other than a fair and reasonable price. The Contractor shall price anticipated added expenses associated with third party presence as a contingency into the fixed price offered for performance of the specified work package. The Contractor shall be guided in arriving at this contingency price based on a risk assessment relative to the probability of proposing fair and reasonable prices versus reaching a potential impasse with the Government which would precipitate third party presence.

(c) This requirement does not preclude the Government from using Government employees to perform new or growth work at any time during the availability provided the use of Government employees is in the best interests of the Government.

(End of Text)

Applicable to ship repair/overhaul procurements.

5252.217-9121 INDEMNIFICATION FOR ACCESS TO VESSEL (MAY 1989)

Notwithstanding any provision in the "ACCESS TO VESSEL" clause (DFARS 252.217-7011), or any other clause of the contract, the Contractor agrees to allow officers, employees, and associates of the Government, or other prime contractors with the Government and their subcontractors, and officers, employees, and associates of offerors on other contemplated work, admission to the Contractor's facilities and access to the vessel without any further request for indemnification from any party, which has not been previously included in the contract price.

(End of Text)

Applicable to ship repair/overhaul procurements. Deviation requires SEA 02/02B approval.

5252.228-9106 INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS (CT) (JAN 1990)

(a) Unless otherwise directed by the Department, the Contractor shall procure and thereafter maintain with respect to each of the vessels Collision Liability and Protection and Indemnity Liabilities Insurance, if available, as set forth in the pamphlet entitled "Standard Forms of Marine Builders Risk (Navy Form Syndicate) and War Damage Insurance Policies, referred to in Vessel Contracts of the Bureau of Ships", dated 23 November 1942, in an amount equal to (i) eighty percent (80%) of the sum of the estimated cost of the vessel and an amount established by the Department to represent the value of materials and equipment furnished by the Government for installation by the Contractor, or (ii) Two Million Dollars ($2,000,000), whichever shall be less. The Government will indemnify the Contractor against liabilities (including expenses incidental thereto) to third persons which, but for the limitation on amount specified in this paragraph, would have been covered by such Collision Liability and Protection and Indemnity Liabilities Insurance, and which are not compensated for by insurance or otherwise, provided such liabilities are represented by final judgments or by settlements approved in writing by the Department. The Contractor shall not, however, be so indemnified against liabilities with respect to which the Contractor has failed to procure or maintain insurance, if available, as required or approved by the Department. The Contractor shall promptly notify the Department of each suit or action filed and each claim made against which the Contractor may be entitled to indemnification under this paragraph. The Contractor shall furnish the Department with copies of all papers

received with respect to each suit, action or claim and, if requested by the Department, shall authorize representatives of the Government to settle, or direct or take charge of the defense of, such suit, action or claim. In the absence of such request, the Contractor shall diligently proceed with such defense. The Government's liability under this paragraph (a) and the Collision Liability and Protection and Indemnity Liabilities Insurance forms set forth in the pamphlet entitled "Standard Forms of Marine Builders Risk (Navy Form Syndicate) and War Damage Insurance Policies, referred to in Vessel Contracts of the Bureau of Ships, dated 23 November 1942, is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(b) The cost of the insurance required by paragraph (a) of this requirement is included in the estimated cost and the cost of all other insurance which may be required or approved pursuant to this requirement will reimbursed to the Contractor. If the Department should require or approve the cancellation of any insurance or any insurance is otherwise cancelled, the Contractor will promptly pay to the Government the amount of all unearned premiums refunded to the Contractor, but only to the extent that such premiums shall have been reimbursed to the Contractor by the Government.

(c) All insurance which is or may be required or approved pursuant to this requirement shall be in such form, in such amounts, for such periods of time, and with such insurers as the Department may from time to time require or approve, provided the Contractor and the Government shall be named as insureds and shall be entitled to payment of any loss or damage as its interests may appear. The policies or certificates of insurance shall be deposited with the Assistant Secretary of the Navy (R,D&A), Insurance Office*, or as the Department may otherwise direct.

(d) The indemnification afforded by the Government to the Contractor for the purposes of this requirement is without regard and as an exception to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(End of Text)

*Or successor office, if applicable.

NOTES

⇒ Use with FAR clause entitled “INSURANCE—LIABILITY TO THIRD PERSONS” (FAR 52.228-7).

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.228-9105 INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS (FT) (JAN 1990)

(a) The Contractor shall not, unless otherwise directed or approved in writing by the Department, carry or incur the expense of any insurance against any form of loss of or damage to the vessels or to the materials or equipment therefor to which the Government has acquired title or which have been furnished by the Government for installation by the Contractor. The Government assumes the risks of loss of and damage to the vessels and such materials and equipment which would have been assumed by the underwriters if the Contractor had procured and maintained throughout the term of this contract, on behalf of itself and the Government, insurance with respect to the vessels and such materials and equipment for full value against pre-keel and post-keel laying risks (i) under the forms of Marine Builders Risk (Navy Form-Syndicate) policy, including the rider attached to the "Free of Capture and Seizure" clause thereof, and War Damage policy, both as set forth in the pamphlet entitled "Standard Forms of Marine Builders Risk (Navy Form-Syndicate) and War Damage Insurance Policies referred to in Vessel Contracts to the Bureau of Ships," dated 23 November 1942, or (ii) under any other policy forms which the Assistant Secretary of the Navy (R,D&A), Insurance Office shall determine were customarily carried or would have been customarily carried by the Contractor in the absence of the foregoing requirement that the Contractor not carry or incur the expense of insurance, provided, that the Government does not assume any risk with respect to loss or damage compensated for by insurance or otherwise or resulting from risks with respect to which the Contractor has failed to procure or maintain insurance, if available, as required or approved by the Department; provided, further, that under the above identified policies or under this requirement the Government does not assume any risk with respect to, and will not pay for any costs of the Contractor for the inspection, repair, replacement, or renewal of any defects themselves in the vessel(s) or such materials and equipment due to (A) defective workmanship, or defective materials or equipment performed by or furnished by the Contractor or its subcontractors or, (B) workmanship, or materials or equipment performed by or furnished by the Contractor or its subcontractors which do(es) not conform to the requirements of the contract, whether or not any such defect is latent or whether or not any such non-conformance is the result of negligence; provided, further, that under the above identified policies or under this requirement the Government does not assume the risk of and will not pay for the costs of any loss, damage, liability or expense caused by, resulting from, or incurred as a consequence of delay or disruption of any type whatsoever. No requirement of this contract shall operate to subject the Contractor to a liability for which the Government has assumed the risk hereunder. Notwithstanding the foregoing, the Contractor shall bear the first $10,000 of loss or damage from each occurrence or incident the risk of which the Government otherwise would have assumed under the requirements of this paragraph.

(b) Unless otherwise directed by the Department, the Contractor shall procure and thereafter maintain with respect to each of the vessels Collision Liability and Protection and Indemnity Liabilities Insurance (Government-Syndicate Form), as set forth in the aforesaid 23 November 1942 pamphlet, if available, in an amount equal to (i) eighty percent (80%) of the sum of the target price of the vessel and an amount estimated by the Department to represent

the value of materials and equipment furnished by the Government for installation by the Contractor, or (ii) Two Million Dollars ($2,000,000), whichever shall be less. The Government will indemnify the Contractor against liabilities (including expenses incidental thereto) to third persons which, but for the limitation on amount specified in this paragraph, would have been covered by such Collision Liability and Protection and Indemnity Liabilities Insurance, and which are not compensated for by insurance or otherwise, provided such liabilities are represented by final judgments or by settlements approved in writing by the Department. The Contractor shall not, however, be so indemnified against liabilities with respect to which the Contractor has failed to procure or maintain insurance, if available, as required or approved by the Department. The Contractor shall promptly notify the Department of each suit or action filed and each claim made against which the Contractor may be entitled to indemnification under this paragraph. The Contractor shall furnish the Department with copies of all papers received with respect to each suit, action or claim and, if requested by the Department, shall authorize representatives of the Government to settle, or direct or take charge of the defense of, such suit, action or claim. In the absence of such request, the Contractor shall diligently proceed with such defense. The Government's liability under this paragraph(b) and the Collision Liability and Protection and Indemnity Liabilities Insurance forms set forth in the pamphlet entitled "Standard Forms of Marine Builders Risk (Navy Form Syndicate) and War Damage Insurance Policies, referred to in Vessel Contracts of the Bureau of Ships, dated 23 November 1942, is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(c) The cost of the insurance required by paragraph (b) of this requirement is included in the target price and the cost of all other insurance which may be required or approved pursuant to this clause will be considered allowable costs under this contract. If the Department should require or approve the cancellation of any such insurance, the Contractor will promptly pay to the Government the amount of all unearned premiums refunded to the Contractor, but only to the extent that such premiums shall have been reimbursed to the Contractor by the Government or included in the pricing structure of the contract (firm fixed price or incentive type arrangement, as applicable).

(d) All insurance which is or may be required or approved pursuant to this requirement shall be in such form, in such amounts, for such periods of time, and with such insurers as the Department may from time to time require or approve, provided the Contractor shall be named as an insured and shall be entitled to payment of any loss or damage as its interests may appear. The policies or certificates of insurance shall be deposited with the Assistant Secretary of the Navy (R,D&A), Insurance Office, or as the Department may otherwise direct.

(e) In the event of loss of or damage to any of the vessels or any of the materials or equipment therefor which may result in a claim against the Government under the insurance requirements of this contract, the Contractor promptly shall notify the Contracting Officer of such loss or damages, and the Contracting Officer may, without prejudice to any other right of the Government, either:

(i) Order the Contractor to proceed with replacement or repair in which event the Contractor shall effect such replacement or repair. The Contractor shall submit to the Contracting Officer a request for reimbursement of the cost of such replacement or repair together with such supporting documentation as the Contracting Officer may reasonably require, and shall identify such request as being submitted under this insurance requirement. If the Government determines that the risk of such loss or damages is within the scope of the risks assumed by the Government under this requirement, the Government will reimburse the Contractor for the reasonable, allowable cost of such replacement or repair, plus a reasonable profit, less the deductible amount specified in paragraph (a) of this requirement. Payments by the Government to the Contractor under this insurance requirement are outside the scope of and shall not affect the pricing structure of the contract (firm fixed price or incentive type arrangement, as applicable), and are additional to the compensation otherwise payable to the Contractor under this contract; or

(ii) In the event the Contracting Officer decides that the loss or damage shall not be replaced or repaired,

(A) Modify the contract appropriately consistent with the reduced requirements reflected by the unreplaced or unrepaired loss or damage, or

(B) Terminate the construction of any part or all of the vessel(s) under the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)" (FAR 52.249-2).

(f) The coverage provided by this requirement is extended geographically to include material or equipment to which the Government has acquired title or which has been furnished by the Government and is located in the following contractor facilities or in transit between facilities:

(List facilities)

The Contractor may request the Contracting Officer to extend the geographical coverage of this requirement to newly acquired or leased facilities which are to be used in the performance of this contract.

(End of Text)

NOTES

⇒ The negotiator may include a higher deductible than the $10,000 in paragraph (a) if based on a review of program history it is determined to be warranted.

⇒ Use paragraph (f) only when required.

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of

effort for the performance of this contract shall be _____ total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately _____ hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the

acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional “main office” worksite. An alternative worksite means an employee’s residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee’s main office. The Government reserves the right to review the Contractor’s alternative worksite plan. In the event performance becomes unacceptable, the Contractor

will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Text)

NOTES

⇒ The percentage in paragraph (j) may be revised to reflect 0-100% depending on need.

Applicable to all CPFF Level of Effort (LOE) procurements.

5252.245-9122 LIENS (SEP 1990)

The Contractor hereby waives its right to any lien upon the property whether such lien shall arise out of, or be imposed by, custom, usage, statute, the common law or otherwise.

(End of Text)

Applicable to facilities procurements.

5252.245-9124 LIENS AND TITLE (FI) (MAY 1998)

(a) Any and all partial and progress payments hereunder on account of the vessels and the materials and equipment therefor shall be secured, when made, by a lien in favor of the Government upon such material and equipment on account of all payments so made, except to the extent that the Government, by virtue of any other requirement of this contract, or otherwise, shall have valid title to such material and equipment as against other creditors of the Contractor. If such property is not identified by marking or segregating, the Government shall be deemed to have a lien upon a proportionate part of any mass of property with which such property is commingled. Any lien provided for by virtue of this requirement is paramount to all other liens under the provisions of 10 U.S.C. Sec 2307. Upon completion and delivery of the vessels, said lien shall be discharged as to any materials and equipment which have not been included in the vessels and which are no longer required therefor.

(b) The Contractor shall immediately discharge or cause to be discharged any lien or rights in rem of any kind, other than in favor of the Government, which at any time exists or rises with respect to the machinery, fittings, equipment or materials for the vessels. If any such lien or right in rem is not immediately discharged, the Government may discharge or cause to be discharged said lien or right in rem at the expense of the Contractor.

(c) Title to the vessels under construction shall be in the Government and title to all materials and equipment acquired for each vessel shall vest in the Government upon delivery thereof to the plant of the Contractor or other place of storage selected by the Contractor, whichever of said events shall first occur; provided, that the Supervisor may, by written direction, require that title shall vest in the Government upon delivery of such materials and equipment to the carrier for transportation to the plant of the Contractor or other place of storage selected by the Contractor. The amount of any freight charges, transportation, taxes or other costs which would have been paid by the Contractor, either directly or as an element of any subcontract cost, and which the Contractor shall not be required to pay as a result of such earlier vesting of title and any use of Government bills of lading, shall be determined and treated as though resulting from a change order and the contract price reduced accordingly. Upon completion of the contract, or at such earlier date as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of property not consumed in the performance of this contract (including any resulting scrap) or not theretofore delivered to the Government. The Contractor shall deliver or make such other disposal of such property as may be directed or authorized by the Contracting Officer. The Contracting Officer, in lieu of directing or authorizing delivery or disposal of such property, may authorize the Contractor to take title to all or any part of such property, except for materials and equipment which were furnished by the Government and except for models, mockups, plans and other items which the Contractor is expressly required to construct, prepare or furnish to the Government (all of which shall remain the property of the Government). In the event the Contracting Officer authorizes the Contractor to take title to all or any part of such property, the Contractor shall credit the cost incurred in the performance of this contract by an amount equal to the fair market value of such property. In the event the Contracting Officer directs or authorizes the delivery or disposal of such property, any costs incurred by the Contractor in delivering or disposing of such property shall be included in the total final costs incurred or to be incurred and shall be included in the total final price determined pursuant to the clause of this contract entitled "INCENTIVE PRICE REVISION--FIRM TARGET (FI) (DEVIATION)" (FAR 52.216-16). Recoverable scrap from such property shall be reported in accordance with such procedure and in such form as the Contracting Officer may direct. The net proceeds of any such disposal shall be credited to the Government and shall be paid in such manner as the Contracting Officer may direct. For the purpose of this requirement, "net proceeds" means actual amount collected from such sale of disposal less sales, collection fees and other reasonable related expenses.

(End of Text)

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.245-9124 LIENS AND TITLE (FP) - ALTERNATE I (MAY 1998)

(a) Any and all partial and progress payments made hereunder on account of the vessels and the materials and equipment therefor shall be secured, when made, by a lien in favor of the Government upon such material and equipment on account of all payments so made, except to the extent that the Government, by virtue of any other requirement of this contract, or otherwise, shall have valid title to such material and equipment as against other creditors of the Contractor. If such property is not identified by marking or segregating, the Government shall be deemed to have a lien upon a proportionate part of any mass of property with which such property is commingled. Any lien provided for by virtue of this requirement is paramount to all other liens under the provisions of 10 U.S.C. Sec 2307. Upon completion and delivery of the vessels, said lien shall be discharged as to any materials and equipment which have not been included in the vessels and which are no longer required therefor.

(b) The Contractor shall immediately discharge or cause to be discharged any lien or rights in rem of any kind, other than in favor of the Government, which at any time exists or rises with respect to the machinery, fittings, equipment or materials for the vessels. If any such lien or right in rem is not immediately discharged, the Government may discharge or cause to be discharged said lien or right in rem at the expense of the Contractor.

(c) Title to the vessels under construction shall be in the Government and title to all materials and equipment acquired for each vessel shall vest in the Government upon delivery thereof to the plant of the Contractor or other place of storage selected by the Contractor, whichever of said events shall first occur; provided, that the Supervisor may, by written direction, require that title shall vest in the Government upon delivery of such materials and equipment to the carrier for transportation to the plant of the Contractor or other place of storage selected by the Contractor. The amount of any freight charges, transportation, taxes or other costs which would have been paid by the Contractor, either directly or as an element of any subcontract cost, and which the Contractor shall not be required to pay as a result of such earlier vesting of title and any use of Government bills of lading, shall be determined and treated as though resulting from a change order and the contract price reduced accordingly. Upon completion of the vessels, or with the approval of the Supervisor at any time during the construction of the vessels, all such materials and equipment which have not been included therein and which are agreed between the Contractor and the Supervisor to be no longer required therefor, except materials and equipment which were furnished by the Government or the cost of which has been reimbursed by the Government to the Contractor, shall become the property of the Contractor; provided, however, that models, mockups, plans and other items which the Contractor is expressly required to construct, prepare, or furnish shall remain the property of the Government. Upon completion of the contract, or at such earlier date as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of property not consumed in the performance of this contract (including any resulting scrap) or not theretofore delivered to the Government, the cost of which has been reimbursed by the Government to the Contractor apart from the fixed price. The Contractor shall deliver or make such other disposal of such

property as may be directed or authorized by the Contracting Officer. Recoverable scrap from such property shall be reported in accordance with such procedure and in such form as the Contracting Officer may direct. The net proceeds of any such disposal shall be credited to the Government and shall be paid in such manner as the Contracting Officer may direct. For the purpose of this requirement, "net proceeds" means actual amount collected from such sale of disposal less sales, collection fees and other reasonable related expenses.

(End of Text)

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.227-9112 LOGISTIC SUPPORT REQUIREMENT (AT) (MAY 1998)

(a) This requirement applies whenever the contract specifications, by reference to a Military Specification or otherwise, specify repair parts or stock components (hereinafter called "repair parts") for a ship component or item of equipment.

(b) With respect to ship components or equipments manufactured other than in the United States or Canada, the Contractor agrees that, in addition to any other data required by this contract, it will furnish under this contract sufficient data so that the repair parts can be reproduced in the United States or Canada unless the suppliers of the ship components or equipments shall have made arrangements satisfactory to the Contractor and approved by the Contracting Officer for the manufacturing of repair parts in the United States or Canada. For the purpose of this requirement, "sufficient data" shall mean detail drawings and other technical information sufficiently extensive in detail to show design, construction, dimensions, and operation or function, manufacturing methods or processes, treatment or chemical composition of materials, plant layout and tooling. All data shall be in the English language and according to the United States system of weights and measures, and drawings for components, assemblies, subassemblies and parts protected by U.S. patents shall contain a prominent notation to that effect fully identifying the patent or patents involved, and bearing the number of this contract.

(c) In order to satisfy the requirements of paragraph (b), above, unless the supplier of the ship components or equipments shall have made arrangements, satisfactory to the Contractor and approved by the Contracting Officer, for the manufacture of such repair parts in the United States or Canada, the Contractor shall include in all subcontracts for the purchase of ship components or equipments from foreign sources a clause, acceptable to the Contracting Officer, granting to the United States Government for a period of seven (7) years, "Government Purpose Rights" (as defined in paragraph (a)(12) of the clause of this contract entitled "RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS" (DFARS 252.227-7013) in all technical data necessary to manufacture spare and repair parts for such components or equipments.

(End of Text)

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.223-9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996)

(a) GENERAL

(1) The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 10 U.S.C. 7311 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.

(2) Nothing contained in this special contract requirement shall relieve the Contractor from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this contract. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA.

(3) Materials contained in ship systems are not waste until after removal from the system.

(b) IDENTIFICATION OF HAZARDOUS WASTES - ____*_____ of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

(c) GENERATOR IDENTIFICATION NUMBERS

(1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.

(2) Documentation related to hazardous waste generated solely by the physical actions of Contractor personnel shall only bear a generator identification number issued to the Contractor pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where the Contractor performs work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to the Contractor.

(3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Contractor personnel shall bear a generator identification number

issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.

(4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the Contractor performs work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

(5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this contract entitled "DISPUTES" (FAR 52.233-1). However, the Contractor shall not stop any work but shall continue with performance of all work under this contract as specified in the "DISPUTES" clause.

(6) Hazardous Waste Manifests - For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain _____*_____ concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the _____*_____ _____ for completion after the hazardous waste has been identified.

(7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify _____ _____*_____ within 3 business days of receipt of written notification by the State. After obtaining _____*_____ approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to _____*_____ for completion.

(End of Text)

* To be filled in at time of solicitation.

Applicable to ship conversion and/or ship repair/overhaul procurements.

5252.249-9106 MODIFICATION AND TERMINATION (BOA) (SEP 1990)

This agreement shall be reviewed at least annually and revised, on or before the anniversary of its effective date, to conform with all requirements of statutes, Executive Orders, or regulations. Termination, expiration or modification of this agreement shall not affect any orders issued under this agreement prior to such termination, expiration or modification.

(End of Text)

Applicable to all Basic Ordering Agreements (BOAs).

5252.217-9105 MULTI-YEAR CONTRACT TERMS AND CONDITIONS (NOV 1996)

(a) Pursuant to the clause entitled "CANCELLATION UNDER MULTIYEAR CONTRACTS" (FAR 52.217-2), the following cancellation terms are hereby established:

(1) The cancellation date(s) referred to in paragraph (a) of FAR 52.217-2 is as follows:

FY	LATEST CANCELLATION DATE(S)

(2) The cancellation ceiling(s) referred to in paragraph (c) of FAR 52.217-2 is as follows:

FY	NOT-TO-EXCEED AMOUNT(S)

(3) The availability of funds notification date(s) referred to in paragraph (e) of FAR 52.217-2 is as follows:

FY	LATEST NOTIFICATION DATE(S)

(End of Text)

Applicable to all multi-year procurements.

5252.243-9105 NOTIFICATION OF CHANGES (CT) (JAN 1983)

(a) Definitions. As used in this requirement, the term "Contracting Officer" does not include any representative of the Contracting Officer whether or not such representative is acting within the scope of his authority nor does it include any other individuals or activities that in any way communicate with the Contractor. As used in this requirement, the term "conduct" includes both actions and failures to act, and includes the furnishing of, or the failure to furnish, any item under any requirement of this contract.

(b) Notice. The primary purpose of this requirement is to obtain prompt reporting of any conduct which the Contractor considers would constitute or would require a change to this contract. The parties acknowledge that proper administration of this contract requires that potential changes be identified and resolved as they arise. Therefore, except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer of any conduct which the Contractor considers would constitute or would require a change to this contract. Such notice shall be provided promptly, and in any event within thirty (30) calendar days from the date the Contractor identifies any such conduct. The Notice shall be written and shall state, on the basis of the most accurate information available to the Contractor:

(i) The date, nature, and circumstances of the conduct regarded as a change;

(ii) The name, function, and activity of the individuals directly involved in or knowledgeable about such conduct;

(iii) The identification of any documents and the substance of any oral communication involved in such conduct;

(iv) The particular elements of contract performance for which the Contractor might seek an equitable adjustment under this requirement, including:

(1) What ship(s) have been or might be affected by the potential change;

(2) To the extent practicable, labor or materials or both which have been or right be added, deleted, or wasted by the potential change;

(3) To the extent practicable, the Contractor's preliminary order of magnitude estimate of cost and schedule effect of the potential change; and

(4) What and in what manner are the particular technical requirements or contract requirements regarded as changed.

(c) Continued Performance. Except as provided in paragraph (f) below, following submission of notice, the Contractor shall take no action to implement a potential change until advised by the Contracting Officer in writing as provided in (d) below, unless the potential change was previously directed by the Contracting Officer, in which case the Contractor shall conform therewith. Nothing in this paragraph (c) shall excuse the

Contractor from proceeding with contract work other than implementation of the potential change or from proceeding in accordance with directions issued by the Contracting Officer.

(d) Government Response. The Contracting Officer shall promptly, and in any event within twenty-one (21) calendar days after receipt of Notice, respond thereto in writing. In such response, the Contracting Officer shall either:

(i) Confirm that the conduct of which the Contractor gave notice would constitute a change, and when necessary, direct the mode of further performance, or;

(ii) Countermand any conduct regarded by the Contractor as a change, or;

(iii) Deny that the conduct of which the Contractor gave notice would constitute a change and, when necessary, direct the mode of further performance, or;

(iv) In the event the Contractor's notice information is inadequate to take a decision under (i), (ii) or (iii) above, advise the Contractor what additional information is required. Failure of the Government to respond within the time required above shall be deemed a countermand under (d)(ii).

(e) Equitable Adjustments. Equitable adjustments for changes confirmed or countermanded by the Contracting Officer shall be made in accordance with the clause of this contract entitled "CHANGES", or any other requirement of this contract which provides for an equitable adjustment.

(f) Special Procedures. Paragraph (c) provides that the Contractor is to take no action to implement a potential change pending the Contracting Officer's response to the Contractor's notice of the potential change, except where specifically directed by the Contracting Officer. In special situations, however, where

(1) The circumstances do not allow sufficient time to notify the Contracting Officer of the facts prior to the need to proceed with the work, and;

(2) The work must proceed to avoid hazards to personnel or property or to avoid additional cost to the Government, the Contractor may proceed with work in accordance with the potential change. In such special situations, the Contractor shall advise the Contracting Officer in writing within ten (10) days of the conduct giving rise to the potential change that the Contractor has proceeded and shall describe the nature of the special situation which required proceeding prior to notification. Within thirty (30) calendar days of the conduct giving rise to the potential change, the Contractor shall provide notice as required in (b) above. The Contracting Officer shall respond as set forth in (d) above. If the Contracting Officer determines that the conduct constitutes a change and countermands

it, the Contractor shall be entitled to an equitable adjustment for performance in accordance with that change prior to the countermand including performance resulting from the countermand.

(g) When the Contractor identifies any conduct which may result in delay to delivery of the ship(s), the Contractor shall promptly so inform the Contracting Officer thereof prior to providing the notice required by paragraph (b) above.

(h) Despite good faith best efforts, occasions may arise in which the Contractor does not provide notice within the time periods specified in paragraphs (b) and (f) above. Accordingly, prior to the end of the first and third quarters of each calendar year through the period of performance of this contract, beginning with the ___*_____ quarter of ____* _____, the Contractor shall deliver to the Government an executed bilateral contract modification, in the format set forth in Exhibit "A" to this requirement, covering the six month period of time ending with the second and fourth quarters, respectively, of the preceding year, with such specific exceptions, if any, as are identified by the Contractor. If the Contractor cites specific exceptions to the release, the Contractor shall concurrently provide the Contracting Officer with notice, containing the information set forth in paragraph (b) of this requirement, for each item excepted from the release. However, the release required by this requirement shall not make unallowable any costs which are otherwise allowable under any other requirement of this contract.

Within sixty (60) days of receipt of the release, the Contracting Officer shall sign and return a copy of the release to the Contractor. If the Contracting Officer fails to execute and return the release within the required time, then the release shall be deemed to be void and of no effect for the period involved.

(i) If the release in accordance with paragraph (h) above is not provided to the Government by the Contractor in the time required, the Contracting Officer may execute the release as set forth in Exhibit "A" and send it to the Contractor. If the Contractor fails to execute the release and return it to the Government (with any specific exceptions) within sixty (60) days of receipt thereof, the required release shall then be deemed effective as if signed by the Contractor.

(End of Text)

*If the award is between 1 January and 30 June, the first release is due the first quarter of the next calendar year for the six month period ending with the second quarter of the year of contract award. If the award is between 1 July and 31 December, the first release is due the third quarter of the next calendar year for the six month period ending with the fourth quarter of the year of contract award.

Exhibit A to the Requirement entitled "NOTIFICATION OF CHANGES"

This modification reflects the agreement of the parties to the mutual full and final releases for the consequences of that conduct (as conduct is defined in the requirement entitled "NOTIFICATION OF CHANGES"), described below, except the conduct identified in Attachment A hereto is excluded and not covered by the terms of this release.

1. Except for the conduct listed in Attachment A by either party, neither the Contractor nor the Government shall be entitled to any equitable adjustment or to money damages and/or other relief for any conduct, as specified below.

2. In consideration of the foregoing the parties hereby agree to the following release:

a. The Government, for itself, its assigns, vendors, suppliers, and contractors, hereby remises, releases, and forever discharges the Contractor, its officers, agents and employees from any and all entitlement of the Government to equitable adjustment of the contract cost and fee and delivery schedule due to conduct under this contract, which occurred on or before __*____.

b. The Contractor, for itself, its successors, assigns, vendors, suppliers, and subcontractors, hereby remises, releases and forever discharges the Government, its officers, agents and employees from (i) any and all entitlement of the Contractor to equitable adjustment of the contract cost and fee and/or delivery schedule of this contract or of any other Government contract (with this or any other Contractor) or any contract between the Contractor and any third party by reason of any conduct which increases the Contractor's cost or time of performance of work under this contract and meets the following conditions (1) known to the Contractor, (2) occurred on or before __*___ and (3) the Contractor failed to give notice prior to date of this release, and (ii) any and all liabilities to the Contractor for money damages and/or other relief for the impact of any such conduct, upon this contract or any other Government contract (with this or any other Contractor) or any contract between the Contractor and any third party.

(End of Text)

*Insert the date of the last day of the applicable period.

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.243-9105 NOTIFICATION OF CHANGES (FT) – ALTERNATE I (JAN 1983)

(a) Definitions. As used in this requirement, the term "Contracting Officer" does not include any representative of the Contracting Officer whether or not such representative is acting within the scope of his authority nor does it include any other individuals or activities that in any way communicate with the Contractor. As used in this requirement, the term "conduct" includes both actions and failures to act, and includes the furnishing of, or the failure to furnish, any item under any provision of this contract.

(b) Notice. The primary purpose of this requirement is to obtain prompt reporting of any conduct which the Contractor considers would constitute or would require a change to this contract. The parties acknowledge that proper administration of this contract requires that potential changes be identified and resolved as they arise. Therefore, except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer of any conduct which the Contractor considers would constitute or would require a change to this contract. Such notice shall be provided promptly, and in any event within thirty (30) calendar days from the date the Contractor identifies any such conduct. The Notice shall be written and shall state, on the basis of the most accurate information available to the Contractor:

(i) The date, nature, and circumstances of the conduct regarded as a change;

(ii) The name, function, and activity of the individuals directly involved in or knowledgeable about such conduct;

(iii) The identification of any documents and the substance of any oral communication involved in such conduct;

(iv) The particular elements of contract performance for which the Contractor might seek an equitable adjustment under this requirement, including:

(1) What ship(s) have been or might be affected by the potential change;

(2) To the extent practicable, labor or materials or both which have been or might be added, deleted, or wasted by the potential change;

(3) To the extent practicable, the Contractor's preliminary order of magnitude estimate of cost and schedule effect of the potential change; and

(4) What and in what manner are the particular technical requirements or contract requirements regarded as changed.

(c) Continued Performance. Except as provided in paragraph (f) below, following submission of notice, the Contractor shall take no action to implement a potential change until advised by the Contracting Officer in writing as provided in (d) below, unless the

potential change was previously directed by the Contracting Officer, in which case the Contractor shall conform therewith. Nothing in this paragraph (c) shall excuse the Contractor from proceeding with contract work other than implementation of the potential change or from proceeding in accordance with directions issued by the Contracting Officer.

(d) Government Response. The Contracting Officer shall promptly, and in any event within twenty-one (21) calendar days after receipt of Notice, respond thereto in writing. In such response, the Contracting Officer shall either:

(i) Confirm that the conduct of which the Contractor gave notice would constitute a change, and when necessary, direct the mode of further performance, or;

(ii) Countermand any conduct regarded by the Contractor as a change, or;

(iii) Deny that the conduct of which the Contractor gave notice would constitute a change and, when necessary, direct the mode of further performance, or;

(iv) In the event the Contractor's notice information is inadequate to make a decision under (i), (ii) or (iii) above, advise the Contractor what additional information is required. Failure of the Government to respond within the time required above shall be deemed a countermand under (d)(ii).

(e) Equitable Adjustments. Equitable adjustments for changes confirmed or countermanded by the Contracting Officer shall be made in accordance with the clause of this contract entitled "CHANGES", or any other requirement of this contract which provides for an equitable adjustment.

(f) Special Procedures. Paragraph (c) provides that the Contractor is to take no action to implement a potential change pending the Contracting Officer's response to the Contractor's notice of the potential change, except where specifically directed by the Contracting Officer. In special situations, however, where

(1) The circumstances do not allow sufficient time to notify the Contracting Officer of the facts prior to the need to proceed with the work, and;

(2) The work must proceed to avoid hazards to personnel or property or to avoid additional cost to the Government, the Contractor may proceed with work in accordance with the potential change. In such special situations, the Contractor shall advise the Contracting Officer in writing within ten (10) days of the conduct giving rise to the potential change that the Contractor has proceeded and shall describe the nature of the special situation which required proceeding prior to notification. Within thirty (30) calendar days of the conduct giving rise to the potential change, the Contractor shall provide notice as required in (b) above. The Contracting Officer shall respond as set forth in (d) above. If the Contracting Officer determines that the conduct constitutes a change and countermands it, the Contractor shall be entitled to an equitable adjustment for performance in accordance

with that change prior to the countermand including performance resulting from the countermand.

(g) When the Contractor identifies any conduct which may result in delay to delivery of the ship(s), the Contractor shall promptly so inform the Contracting Officer thereof prior to providing the notice required by paragraph (b) above.

(h) Despite good faith best efforts, occasions may arise in which the Contractor does not provide notice within the time periods specified in paragraphs (b) and (f) above. Accordingly, prior to the end of the first and third quarters of each calendar year through the period of performance of this contract, beginning with the ___*_____ quarter of ____* _____, the Contractor shall deliver to the Government an executed bilateral contract modification, in the format set forth in Exhibit "A" to this requirement, covering the six month period of time ending with the second and fourth quarters, respectively, of the preceding year, with such specific exceptions, if any, as are identified by the Contractor. If the Contractor cites specific exceptions to the release, the Contractor shall concurrently provide the Contracting Officer with notice, containing the information set forth in paragraph (b) of this requirement, for each item excepted from the release. However, the release required by this requirement shall not make unallowable any costs which are otherwise allowable under any other requirement of this contract.

Within sixty (60) days of receipt of the release, the Contracting Officer shall sign and return a copy of the release to the Contractor. If the Contracting Officer fails to execute and return the release within the required time, then the release shall be deemed to be void and of no effect for the period involved.

(I) If the release in accordance with paragraph (h) above is not provided to the Government by the Contractor in the time required, the Contracting Officer may execute the release as set forth in Exhibit "A" and send it to the Contractor. If the Contractor fails to execute the release and return it to the Government (with any specific exceptions) within sixty (60) days of receipt thereof, the required release shall then be deemed effective as if signed by the Contractor.

(End of Text)

*If the award is between 1 January and 30 June, the first release is due the first quarter of the next calendar year for the six month period ending with the second quarter of the year of contract award. If the award is between 1 July and 31 December, the first release is due the third quarter of the next calendar year for the six month period ending with the fourth quarter of the year of contract.

Exhibit A to the Requirement entitled "NOTIFICATION OF CHANGES"

This modification reflects the agreement of the parties to the mutual full and final releases for the consequences of that conduct (as conduct is defined in the requirement entitled "NOTIFICATION OF CHANGES"), described below, except the conduct identified in Attachment A hereto is excluded and not covered by the terms of this release.

1. Except for the conduct listed in Attachment A by either party, neither the Contractor nor the Government shall be entitled to any equitable adjustment or to money damages and/or other relief for any conduct, as specified below.

2. In consideration of the foregoing the parties hereby agree to the following release:

a. The Government, for itself, its assigns, vendors, suppliers, and contractors, hereby remises, releases, and forever discharges the Contractor, its officers, agents and employees from any and all entitlement of the Government to equitable adjustment of the contract price and delivery schedule due to conduct under this contract, which occurred on or before _____ *_____.

b. The Contractor, for itself, its successors, assigns, vendors, suppliers, and subcontractors, hereby remises, releases and forever discharges the Government, its officers, agents and employees from (i) any and all entitlement of the Contractor to equitable adjustment of the contract cost and fee and/or delivery schedule of this contract or of any other Government contract (with this or any other Contractor) or any contract between the Contractor and any third party by reason of any conduct which increases the Contractor's cost or time of performance of work under this contract and meets the following conditions (1) known to the Contractor, (2) occurred on or before __*____ and (3) the Contractor failed to give notice prior to date of this release, and (ii) any and all liabilities to the Contractor for money damages and/or other relief for the impact of any such conduct, upon this contract or any other Government contract (with this or any other Contractor) or any contract between the Contractor and any third party.

(End of Text)

*Insert the date of the last day of the applicable period.

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.216-9112 ORDERS (COST-PLUS-FIXED-FEE) (JAN 2008)

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) below, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting Officer cited in paragraph (i). Each order shall:

(1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, shall refer to the appropriate item under Section B of this agreement;

(2) set forth quantities being ordered;

(3) set forth preservation, packaging and packing instructions, if any;

(4) set forth delivery or performance dates;

(5) designate the place(s) where inspection and acceptance will be made by the Government;

(6) set forth the estimated cost and fixed fee, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;

(7) set forth appropriation and accounting data for the work being ordered;

(8) be dated;

(9) be identified by number in accordance with DFARS 204.7004;

(10) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;

(11) set forth the disbursing office where payment is to be made and other applicable contract administration data;

(12) cite the applicable circumstance or exception and the justification control number. Orders for items not identified in the class justification, or an individual justification, and the basic ordering agreement are unauthorized;

(13) be issued on an SF 26 or a DD Form 1155; and

(14) set forth any other pertinent information.

(c) Priced Orders. Except as otherwise provided in paragraph (d) below, the Contractor shall not begin any work on an order until the estimated cost and fixed fee for the order has been agreed upon by the Contracting Officer and Contractor and an order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a cost proposal for the work specified in the order. The Contractor shall submit such cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, if required, the Contractor and the Contracting Officer shall negotiate and agree upon a price and delivery schedule for the work being ordered. The estimated cost, fixed fee, and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting Officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a firm priced order, the Contracting Officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount and a schedule for definitization, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum amount (including fee) at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(e) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines it cannot feasibly perform the order, or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) Definitization of Undefinitized Orders. (l) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the CPFF and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its CPFF proposal; and, when required by FAR or the Contracting Officer, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The CPFF agreed upon shall be set forth in a bilateral modification to the order. In no event shall the CPFF exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to l80 days after the Contractor submits a qualifying proposal as defined in DFARS 2l7.740l; or

(ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart l5.4 and Part 3l of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (l) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of

liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than $25,000; special access programs; and Congressionally-mandated long lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401, to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the total CPFF proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditures under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

(h) Initial Spares. The limitations set forth in paragraph (d) and subparagraphs (f)(2), (g)(2) and (g)(3), do not apply to undefinitized orders for the purchase of initial spares.

(i) Ordering Activities. The following activities are authorized to issue orders hereunder:

Federal Procurement Data System – Next Generation (FPDS-NG) Contract Action Reports (CARs) have replaced DD350s. The procuring and administrative contracting officers are responsible for the submission and accuracy of CARs. CARs are not required to be submitted to NAVSEA.

(j) Funds in the following amount are committed under this Basic Ordering Agreement for use by the Ordering Activity in obligating funds to pay for orders placed hereunder:

Item	Funds

(End of Text)

NOTES

⇒ Only the number of days specified in paragraph (e) and (f) may be varied.

⇒ The cognizant negotiator shall provide the ordering activity for insertion in paragraph (i).

⇒ If funds are not committed for use by the ordering activities, delete paragraph (j) in its entirety.

⇒ For ship repair/overhaul procurements only, the first sentence of paragraph (a) shall be changed to read: "Orders for provisioning technical documentation (PTD) and technical manuals specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the performance period of this contract".

Applicable to all CPFF BOAs and PTD and technical manual contract line items of all cost type ship repair/overhaul procurements.

5252.216-9110 ORDERS (FIXED-PRICE) (JAN 2008)

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) below, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting Officer cited in paragraph (i). Each order shall:

(1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, shall refer to the appropriate item under Section B of this agreement;

(2) set forth quantities being ordered;

(3) set forth preservation, packaging and packing instructions, if any;

(4) set forth delivery or performance dates;

(5) designate the place(s) where inspection and acceptance will be made by the Government;

(6) set forth either the firm contract price or, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;

(7) set forth appropriation and accounting data for the work being ordered;

(8) set forth any discount offered for prompt payment;

(9) be dated;

(10) be identified by number in accordance with DFARS 204.7004;

(11) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;

(12) set forth the disbursing office where payment is to be made and other applicable contract administration data;

(13) cite the applicable circumstance or exception and the justification control number. Orders for items not identified in the class justification, or an individual justification, and the basic ordering agreement are unauthorized;

(14) be issued on an SF 26 or a DD Form 1155; and

(15) set forth any other pertinent information.

(c) Firm Priced Orders. Except as otherwise provided in paragraph (d) below, the Contractor shall not begin any work on an order until a firm priced order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a price proposal for the work specified in the order. The Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, if required, the Contractor and the Contracting Officer shall negotiate and agree upon a price and delivery schedule for the work being ordered. The price and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the

Contracting Officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a firm priced order, the Contracting Officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount and a schedule for definitization, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(e) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines it cannot feasibly perform the order, or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) Definitization of Undefinitized Orders. (l) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR or the Contracting Officer, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to l80 days after the Contractor submits a qualifying proposal as defined in DFARS 2l7.740l; or

(ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart l5.4 and Part 3l of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (l) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than $25,000; special access programs; and Congressionally-mandated long lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401, to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditures under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

(h) Initial Spares. The limitations set forth in paragraph (d) and subparagraphs (f)(2), (g)(2) and (g)(3), do not apply to undefinitized orders for the purchase of initial spares.

(i) Ordering Activities. The following activities are authorized to issue orders hereunder:

Federal Procurement Data System – Next Generation (FPDS-NG) Contract Action Reports (CARs) have replaced DD350s. The procuring and administrative contracting officers are responsible for the submission and accuracy of CARs. CARs are not required to be submitted to NAVSEA.

(j) Funds in the following amount are committed under this Basic Ordering Agreement for use by the Ordering Activity in obligating funds to pay for orders placed hereunder:

Item	Funds

(End of Text)

NOTES

⇒ Only the number of days specified in paragraph (e) and (f) may be varied.

⇒ The cognizant negotiator shall provide the ordering activity for insertion in paragraph (i).

⇒ If funds are not committed for use by the ordering activities, delete paragraph (j) in its entirety.

⇒ For ship repair/overhaul procurements only, the first sentence of paragraph (a) shall be changed to read: "Orders for provisioning technical documentation (PTD) and technical manuals specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the performance period of this contract".

Applicable to all FFP BOAs and PTD and technical manual contract line items of all fixed price type ship repair/overhaul procurements.

5252.243-9113 OTHER CHANGE PROPOSALS (CT) (JAN 1990)

(a) The Contracting Officer, in addition to proposing engineering changes pursuant to other requirements of this contract, and in addition to issuing changes pursuant to the clause of this contract entitled "CHANGES", may propose other changes within the general scope of this contract as set forth below. Within forty-five (45) days from the date of receipt of any such proposed change, or within such further time as the Contracting Officer may allow, the Contractor shall submit the proposed scope of work, plans and sketches, and its estimate of:

(A) the cost, (B) the weight and moment effect, (C) effect on delivery dates of the vessel(s), and (D) status of work on the vessels affected by the proposed change. The proposed scope of work and estimate of cost shall be in such form and supported by such reasonably detailed information as the Contracting Officer may require. Within sixty (60) days from the date of receipt of the Contractor's estimate, the Contractor agrees to either (A) enter into a supplemental agreement covering the estimate as submitted, or (B) if the estimate as submitted is not satisfactory to the Contracting Officer, enter into negotiations in good faith leading to the execution of a bilateral supplemental agreement. In either case, the supplemental agreement shall cover an equitable adjustment in the contract cost and fee including an equitable adjustment for the preparatory work set forth above, scope, and all other necessary equitable adjustments. The Contractor's estimate referred to in this subparagraph shall be a firm offer for sixty (60) days from and after the receipt thereof by the Contracting Officer having cognizance thereof, unless such period of time is extended by mutual consent.

(b) Pending execution of a bilateral agreement or the direction of the Contracting Officer pursuant to the "CHANGES" clause, the Contractor shall proceed diligently with contract performance without regard to the effect of any such proposed change.

(c) In the event that a change proposed by the Contracting Officer is not incorporated into the contract, the work done by the Contractor in preparing the estimate in accordance with subparagraph (a) above shall be treated as if ordered by the Contracting Officer under the "CHANGES" clause. The Contractor shall be entitled to an equitable adjustment in the contract cost and fee for the effort required under subparagraph (a), but the Contractor shall not be entitled to any adjustment in delivery date. Failure to agree to such equitable adjustment in the contract cost and fee shall be a dispute within the meaning of the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(End of Text)

NOTES

⇒ The number of days may be varied for ship repair/overhaul.

Applicable only to craft, shipbuilding and ship repair/overhaul procurements. Deviation requires SEA 02/02B approval.

5252.243-9113 OTHER CHANGE PROPOSALS (FT) – ALTERNATE I (JAN 1990)

(a) The Contracting Officer, in addition to proposing engineering changes pursuant to other requirements of this contract, and in addition to issuing changes pursuant to the clause of this contract entitled "CHANGES", may propose other changes within the general scope of this contract as set forth below. Within forty-five (45) days from the date of receipt of any such proposed change, or within such further time as the Contracting Officer may allow, the Contractor shall submit the proposed scope of work, plans and sketches, and its estimate of:

(A) the cost, (B) the weight and moment effect, (C) effect on delivery dates of the vessel(s), and (D) status of work on the vessels affected by the proposed change. The proposed scope of work and estimate of cost shall be in such form and supported by such reasonably detailed information as the Contracting Officer may require. Within sixty (60) days from the date of receipt of the Contractor's estimate, the Contractor agrees to either (A) enter into a supplemental agreement covering the estimate as submitted, or (B) if the estimate as submitted is not satisfactory to the Contracting Officer, enter into negotiations in good faith leading to the execution of a bilateral supplemental agreement. In either case, the supplemental agreement shall cover an equitable adjustment in the contract price, including an equitable adjustment for the preparatory work set forth above, scope, and all other necessary equitable adjustments. The Contractor's estimate referred to in this subparagraph shall be a firm offer for sixty (60) days from and after the receipt thereof by the Contracting Officer having cognizance thereof, unless such period of time is extended by mutual consent.

(b) Pending execution of a bilateral agreement or the direction of the Contracting Officer pursuant to the "CHANGES" clause, the Contractor shall proceed diligently with contract performance without regard to the effect of any such proposed change.

(c) In the event that a change proposed by the Contracting Officer is not incorporated into the contract, the work done by the Contractor in preparing the estimate in accordance with subparagraph (a) above shall be treated as if ordered by the Contracting Officer under the "CHANGES" clause. The Contractor shall be entitled to an equitable adjustment in the contract price for the effort required under subparagraph (a), but the Contractor shall not be entitled to any adjustment in delivery date. Failure to agree to such equitable adjustment in the contract price shall be a dispute within the meaning of the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(End of Text)

NOTES

⇒ The number of days may be varied for ship repair/overhaul.

Applicable only to craft, shipbuilding and repair/overhaul procurements. Deviation requires SEA 02/02B approval.

5252.232-9105 PAYMENTS (FI) (JAN 1990)

(a) Computation of Payments

(1) Until such time as physical progress in the performance of work on a vessel is fifty percent (50%) complete, the Government, upon submission by the Contractor of invoices certified by the Contractor as hereinafter provided, will promptly make payments, on account of the total contract price(s), at ninety percent (90%) of the amount determined by multiplying the allocated total contract price of such vessel by the percentage of physical

progress in the performance of work on such vessel as certified by the Contractor subject to the approval of the Supervisor; provided, that no such payment shall be made in an amount which when added to the total of all payments previously made with respect to such vessel under (i) paragraph (a) of this requirement and (ii) the "COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL)" requirement exceeds one hundred percent (100%) of the allowable costs certified by the Contractor on the related invoice to have been incurred in the performance of work on such vessel.

(2) After the percentage of physical progress in the performance of work on a vessel has reached fifty percent (50%), the Government, upon submission by the Contractor of invoices certified by the Contractor as hereinafter provided, will promptly make payments, on account of the total contract price(s), of one hundred percent (100%) of the amount determined by: (i) multiplying the allocated total contract price of such vessel by the percentage of physical progress in the performance of work on such vessel as certified by the Contractor subject to the approval of the Supervisor, and (ii) subtracting from that product five percent (5%) of the allocated total contract price of such vessel; provided, that no such payment shall be made in an amount which when added to the total of all payments made previously with respect to such vessel under (i) paragraph (a) of this requirement and (ii) the "COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL)" requirement exceeds one hundred five percent (105%) of the allowable costs certified by the Contractor on the related invoice to have been incurred in the performance of work on such vessel; provided, further, that the Contractor furnishes data on actual cumulative costs and estimated future costs acceptable to the Supervisor which demonstrates to the satisfaction of the Supervisor that the Contractor will make a profit of at least five percent (5%) on completion of the contract, and the Contractor provides updated information on a quarterly basis. If updated data indicate the Contractor will not make a profit of at least five percent (5%) on completion of the contract, the progress payments shall be adjusted retroactively so that the total of all payments made with respect to the vessel under (i) paragraph (a) of this requirement and (ii) the "COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL)" requirement shall not exceed one hundred percent (100%) of the allowable costs certified by the Contractor on the related invoice to have been incurred in the performance of work on such vessel.

(b) Billing Price

(1) For the purpose of this requirement, until the establishment of the total final price(s) in accordance with paragraph (d) of the clause of this contract entitled "INCENTIVE PRICE REVISION--FIRM TARGET (FI) (DEVIATION)" (FAR 52.216-16), the term "total contract price" means the billing price; initially the billing price shall be the initial total contract target price(s), and thereafter the billing price shall be revised as provided in paragraph (b)(2) below. After establishment of the total final price(s) in accordance with paragraph (d) of the "INCENTIVE PRICE REVISION (FIRM TARGET) (FI) (DEVIATION)" clause, the billing price shall be the total final price(s) so established.

(2) Within fifteen (15) days after each calendar quarter the Contractor shall submit in writing a proposed revised billing price which shall be established as follows:

(i) The Contractor shall certify to the Contracting Officer the percentage of physical progress in the performance of the contract as a whole as of the end of the calendar quarter. Such percentage of physical progress shall be expressed as a decimal carried to four decimal places and shall be subject to the approval of the Supervisor.

(ii) The revised billing price shall be the sum of a projected final cost(s), and a projected profit, computed as follows:

(A) A projected final cost shall be computed by (i) determining the cumulative sum of the base costs as of the end of the calendar quarter, established in accordance with the "COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL)" requirement, and (ii) dividing the sum thereof by the percentage of physical progress certified and approved as set forth in subparagraph (i) above.

(B) A projected profit shall be determined by applying to the projected final cost(s) the incentive formula set forth in paragraph (d)(2) of the "INCENTIVE PRICE REVISION--FIRM TARGET" clause; provided, that in no event shall the revised billing price exceed the ceiling price(s) of the contract.

(iii) The revised billing price determined as stated above shall be set forth separately in a supplemental agreement to this contract, which also shall set forth the computations upon which the revision of the billing price is based.

(iv) Any revision of the billing prices shall not affect the determination of the total final price(s) under paragraph (d) of the "INCENTIVE PRICE REVISION--FIRM TARGET (FI) (DEVIATION)" clause. After execution of the contract modification referred to in subparagraph (d)(3) of said clause, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price(s), and any additional payments, refunds, or credits resulting therefrom shall be promptly made.

(c) Allocated Total Contract Price of Each Vessel

For the purpose of this requirement, the allocated total contract price of each vessel shall be established by multiplying the total contract price(s) by a percentage, expressed as a decimal carried to four decimal places, equal to that fraction whose numerator is the original unit target price of the vessel and whose denominator is the original total target price. The resulting dollar amount shall be rounded to the nearest one hundred thousand dollar ($100,000), upward or downward; provided that in no event shall the sum of the allocated total contract price of the vessel(s) exceed the total contract price(s). The aforesaid percentages of each vessel shall be revised, by contract modification, in the event that either:

(i) Equitable adjustments to the unit target prices of the vessels result in unit target prices of a substantially different proportion to the total target prices than previously provided for under this subparagraph (c); or

(ii) Incurred costs indicate that a revision to the percentages is appropriate, provided, however, any such revision shall not be made more frequently than at the end of a calendar quarter unless the total contract price(s) is(are) limited to the contract ceiling price(s) and the contract ceiling price(s) is(are) adjusted during the calendar quarter.

(d) Invoices

Invoices may be submitted every two weeks, but not more frequently; provided, however, that if after contract award more frequent progress payments are approved by cognizant Government authority, this requirement shall be modified accordingly without additional consideration by the Contractor to the Government for such modification. No payment will be required to be made upon invoices aggregating less than five thousand dollars ($5,000).

The Contractor shall certify on each invoice:

(1) the percentage of physical progress in the performance of work on the vessel as a decimal carried to four places; and

(2) the allowable costs incurred in the performance of the work on the vessel as of the date the invoice is submitted. Such certification shall provide for cost category reporting in accordance with the Contractor's normal accounting system and shall be broken down into direct material, direct labor, and indirect costs.

(e) Physical Progress and Weighting Factors

(1) Within sixty (60) days after contract award the Contractor shall submit a progressing system description for review and approval by the Contracting Officer. Upon approval of such system, progress payments shall be in accordance with the approved system. Subsequent revisions to the approved system shall be submitted to the Contracting Officer for approval prior to implementation.

(2) The mutually agreed upon weighting factors for the categories of labor and material for each vessel are set forth in Attachment _*_ to this contract. The weighting factors shall be revised quarterly concurrent with the billing price revisions specified in paragraph (b). Notwithstanding the above, revision of weighting factors may be requested by either party when factual data indicate that the weighting factors then in use are no longer representative of the actual labor and material distribution. Revisions of weighting factors shall be supported by detailed de-escalated (estimated final) direct material, direct labor, and indirect costs and additional data concerning the cause of the change in the weighting factors. Any change in the weighting factors shall be set forth in a supplemental agreement to this contract.

(f) Incurred Costs

For the purpose of this clause, "incurred costs" are those costs identified through the use of the accrual method of accounting, as supported by the records maintained by the Contractor and which are allowable in accordance with Part 31 of the Federal Acquisition Regulation (FAR) and Part 231 of the Department of Defense FAR Supplement (DFARS) in effect on the effective date of this contract and include only:

**(1) Costs for items or services purchased directly for the contract which are paid as well as incurred, as shown by payment made by cash, check, or other form of actual payment; and

(2) Costs incurred, but not necessarily paid, for materials issued from the Contractor's stores inventory and placed in the production process for use on the contract, for direct labor, for direct travel, for other direct in-house costs and for properly allocable and allowable overhead (indirect) costs, all as shown by records maintained by the Contractor for the purpose of obtaining payment under Government contracts, provided that the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business; and

(3) With respect to allocated and allowable costs of pension contributions, when pension contributions are paid by the Contractor to the retirement fund less frequently than quarterly, accruals of the costs of these pension contributions shall be excluded from the Contractor's incurred costs until such costs are paid. If pension contributions are paid on a quarterly or more frequent basis, accruals of such costs may be included in the Contractor's incurred costs, provided that the pension contributions are paid to the retirement fund within thirty (30) days after the close of the period covered by payment. If payments are not paid within such thirty (30) day period, pension contributions shall be excluded from the Contractor's incurred costs until payment therefor has been made.

(4) Incurred costs shall not include any costs which are required under any requirement of this contract (other than the "COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL)" requirement) to be reimbursed or paid by the Government to the Contractor or by the Contractor to the Government other than through an equitable adjustment in the contract price(s).

(5) If an overpayment is made relative to this paragraph (f), interest shall be charged at the prevailing per annum rate established by the Secretary of the Treasury, pursuant to Public Law 92-41, from the date such overpayment is made (date of Government check) until the date the overpayment if fully recovered.

(g) <u>Retentions</u>

(1) Upon preliminary acceptance of each vessel and upon the submission of properly certified invoices, the Government will pay to the Contractor the amount withheld under paragraph (a) of this requirement in respect of that vessel in excess of (i) a performance reserve in the amount of one and one-half percent (1.5%) of the allocated total contract price for such vessel, or (ii) one hundred thousand dollars ($100,000), whichever is greater. If at

any time it shall appear to the Government that the amount of performance reserve may be insufficient to meet the cost to the Government of finishing any unfinished work under the contract for which the Contractor is responsible, or of correcting defects for which the Contractor is responsible which are discovered prior to preliminary acceptance or during the guaranty period of any vessel, the Government may, in making payments under this requirement, deduct or withhold such additional amounts as it may determine to be necessary to render such reserve adequate; provided, that any additional amounts deducted or withheld on account of defects which are discovered during the guaranty period of the vessel shall not exceed the limit of the Contractor's liability as set forth in the requirement entitled "LIMITATION OF CONTRACTOR'S LIABILITY FOR CORRECTION OF DEFECTS", reduced by the amounts of the cost incurred by the Contractor for work on such vessel because of Contractor responsible deficiencies which are discovered during the guaranty period of the vessel.

(2) The Government may, in its discretion, make payments prior to final settlement on account of the reserves established under this requirement, subject to such conditions precedent as the Contracting Officer may prescribe.

(3) The Government shall, at the time of final settlement, in accordance with the provisions of the requirement entitled "FINAL SETTLEMENT", pay the Contractor the balance owing to it under the contract promptly after the amount of such balance shall have been determined.

(h) Certifications and Audits

At any time or times prior to final payment under this contract, the Contracting Officer may have any invoices and statements or certifications of costs audited. The Contracting Officer may require the Contractor to submit, or make available for examination by the Contracting Officer or his designated representative, the supporting documentation upon which invoices, statements or certifications of costs are based. Each payment theretofore made shall be subject to reduction as necessary to reflect the exclusion of amounts included in the invoices or statements or certifications of costs which are found by the Contracting Officer, on the basis of such audit, not to constitute allowable costs. Any payment may be reduced for overpayments, or increased for underpayments on preceding invoices.

(End of Text)

* To be added at time of contract award.

** If the contractor is a small business concern, substitute the following for subparagraph (1):

"(1) Costs incurred for items or services purchased directly for the contract; provided, however, that such costs may not include any retainages unpaid or not to be paid on current invoices; provided, further, that the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business; and".

NOTES

⇒ If appropriate, insert a Note regarding the separate application of the requirement to: the basic contract work and to each option; to each line item of the contract; to specified groups of line items; or to other appropriate groupings. Or, if appropriate, insert a Note that this requirement applies to all of the listed line items.

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.232-9100 PAYMENTS (FP) (JAN 1990)

(a) Computation of Payments

(1) Until such time as physical progress in the performance of work on a vessel is fifty percent (50%) complete, the Government, upon submission by the Contractor of invoices certified by the Contractor as hereinafter provided, will promptly make payments, on account of the total contract price, at ninety percent (90%) of the amount determined by multiplying the total contract price of such vessel by the percentage of physical progress in the performance of work on such vessel as certified by the Contractor subject to the approval of the Supervisor; provided, that no such payment shall be made in an amount which when added to the total of all payments previously made with respect to such vessel under (i) paragraph (a) of this requirement and (ii) the "COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL)" requirement exceeds one hundred percent (100%) of the allowable costs certified by the Contractor on the related invoice to have been incurred in the performance of work on such vessel.

(2) After the percentage of physical progress in the performance of work on a vessel has reached fifty percent (50%), the Government, upon submission by the Contractor of invoices certified by the Contractor as hereinafter provided, will promptly make payments, on account of the total contract price, of one hundred percent (100%) of the amount determined by: (i) multiplying the total contract price of such vessel by the percentage of physical progress in the performance of work on such vessel as certified by the Contractor subject to the approval of the Supervisor, and (ii) subtracting from that product five percent (5%) of the total contract price of such vessel; provided, that no such payment shall be made in an amount which when added to the total of all payments made previously with respect to such vessel under (i) paragraph (a) of this requirement and (ii) the "COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL)" requirement exceeds one hundred five percent (105%) of the allowable costs certified by the Contractor on the related invoice to have been incurred in the performance of work on such vessel; provided, further, that the Contractor furnishes data on actual cumulative costs and estimated future costs acceptable to the Supervisor which demonstrates to the satisfaction of the Supervisor that the Contractor will make a profit of at least five percent (5%) on completion of the contract, and the Contractor provides updated information on a quarterly basis. If updated data indicate the Contractor will not make a profit of at least five percent (5%) on completion of the contract, the progress payments shall be adjusted retroactively so that the total of all payments made

with respect to the vessel under (i) paragraph (a) of this requirement and (ii) the "COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL)" requirement shall not exceed one hundred percent (100%) of the allowable costs certified by the Contractor on the related invoice to have been incurred in the performance of work on such vessel.

(b) Invoices

Invoices may be submitted every two weeks, but not more frequently; provided, however, that if after contract award more frequent progress payments are approved by cognizant Government authority, this requirement shall be modified accordingly without additional consideration by the Contractor to the Government for such modification. No payment will be required to be made upon invoices aggregating less than five thousand dollars ($5,000). The Contractor shall certify on each invoice:

(1) the percentage of physical progress in the performance of work on the vessel as a decimal carried to four places; and

(2) the allowable costs incurred in the performance of the work on the vessel as of the date the invoice is submitted. Such certification shall provide for cost category reporting in accordance with the Contractor's normal accounting system and shall be broken down into direct material, direct labor, and indirect costs.

(c) Physical Progress and Weighting Factors

(1) Within sixty (60) days after contract award the Contractor shall submit a progressing system description for review and approval by the Contracting Officer. Upon approval of such system, progress payments shall be in accordance with the approved system. Subsequent revisions to the approved system shall be submitted to the Contracting Officer for approval prior to implementation.

(2) The mutually agreed upon weighting factors for the categories of labor and material for each vessel are set forth in Attachment ___*_____ to this contract. The weighting factors shall be revised quarterly. Notwithstanding the above, revision of weighting factors may be requested by either party when factual data indicate that the weighting factors then in use are no longer representative of the actual labor and material distribution. Revisions of weighting factors shall be supported by detailed de-escalated (estimated final) direct material, direct labor, and indirect costs and additional data concerning the cause of the change in the weighting factors. Any change in the weighting factors shall be set forth in a supplemental agreement to this contract.

(d) Incurred Costs

For the purpose of this requirement, "incurred costs" are those costs identified through the use of the accrual method of accounting, as supported by the records maintained by the Contractor and which are allowable in accordance with Part 31 of the Federal Acquisition

Regulation (FAR) and Part 231 of the Department of Defense FAR Supplement (DFARS) in effect on the effective date of this contract and include only:

(1) Costs for items or services purchased directly for the contract which are paid as well as incurred, as shown by payment made by cash, check, or other form of actual payment; and

(2) Costs incurred, but not necessarily paid, for materials issued from the Contractor's stores inventory and placed in the production process for use on the contract, for direct labor, for direct travel, for other direct in-house costs and for properly allocable and allowable overhead (indirect) costs, all as shown by records maintained by the Contractor for the purpose of obtaining payment under Government contracts, provided that the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business; and

(3) With respect to allocated and allowable costs of pension contributions, when pension contributions are paid by the Contractor to the retirement fund less frequently than quarterly, accruals of the costs of these pension contributions shall be excluded from the Contractor's incurred costs until such costs are paid. If pension contributions are paid on a quarterly or more frequent basis, accruals of such costs may be included in the Contractor's incurred costs, provided that the pension contributions are paid to the retirement fund within thirty (30) days after the close of the period covered by payment. If payments are not paid within such thirty (30) day period, pension contributions shall be excluded from the Contractor's incurred costs until payment therefor has been made.

(4) Incurred costs shall not include any costs which are required under any requirement of this contract (other than the "COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL)" requirement) to be reimbursed or paid by the Government to the Contractor or by the Contractor to the Government other than through an equitable adjustment in the contract price.

(5) If the contractor is a small business concern, substitute the following for subparagraph (1):

(1) Costs incurred for items or services purchased directly for the contract; provided, however, that such costs may not include any retainages unpaid or not to be paid on current invoices; provided, further, that the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business.

(6) If an overpayment is made relative to this paragraph (d), interest shall be charged at the prevailing per annum rate established by the Secretary of the Treasury, pursuant to

Public Law 92-41, from the date such overpayment is made (date of Government check) until the date the overpayment if fully recovered.

(e) Retentions

(1) Upon preliminary acceptance of each vessel and upon the submission of properly certified invoices, the Government will pay to the Contractor the amount withheld under paragraph (a) of this requirement in respect of that vessel in excess of (i) a performance reserve in the amount of one and one-half percent (1.5%) of the allocated total contract price for such vessel, or (ii) one hundred thousand dollars ($100,000), whichever is greater. If at any time it shall appear to the Government that the amount of performance reserve may be insufficient to meet the cost to the Government of finishing any unfinished work under the contract for which the Contractor is responsible, or of correcting defects for which the Contractor is responsible which are discovered prior to preliminary acceptance or during the guaranty period of any vessel, the Government may, in making payments under this requirement, deduct or withhold such additional amounts as it may determine to be necessary to render such reserve adequate; provided, that any additional amounts deducted or withheld on account of defects which are discovered during the guaranty period of the vessel shall not exceed the limit of the Contractor's liability as set forth in the requirement entitled "LIMITATION OF CONTRACTOR'S LIABILITY FOR CORRECTION OF DEFECTS", reduced by the amounts of the cost incurred by the Contractor for work on such vessel because of Contractor responsible deficiencies which are discovered during the guaranty period of the vessel.

(2) The Government may, in its discretion, make payments prior to final settlement on account of the reserves established under this requirement, subject to such conditions precedent as the Contracting Officer may prescribe.

(3) The Government shall, at the time of final settlement, in accordance with the provisions of the requirement entitled "FINAL SETTLEMENT", pay the Contractor the balance owing to it under the contract promptly after the amount of such balance shall have been determined.

(f) Certifications and Audits

At any time or times prior to final payment under this contract, the Contracting Officer may have any invoices and statements or certifications of costs audited. The Contracting Officer may require the Contractor to submit, or make available for examination by the Contracting Officer or his designated representative, the supporting documentation upon which invoices, statements or certifications of costs are based. Each payment theretofore made shall be subject to reduction as necessary to reflect the exclusion of amounts included in the invoices or statements or certifications of costs which are found by the Contracting Officer, on the basis of such audit, not to constitute allowable costs. Any payment may be reduced for overpayments, or increased for underpayments on preceding invoices.

(End of Text)

* To be added at time of contract award.

NOTES

⇒ If appropriate, insert a Note regarding the separate application of the requirement to: the basic contract work and to each option; to each line item of the contract; to specified groups of line items; or to other appropriate groupings. Or, if appropriate, insert a Note that this requirement applies to all of the listed line items.

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.216-9115 PAYMENTS, LIENS AND INSURANCE (FIRM-FIXED-PRICE) (FEB 1987)

(a)(1) Until such time as the physical progress of the contract as a whole is fifty percent (50%) complete, the Government, upon submission by the Contractor, of invoices certified by the Contractor as hereinafter provided, will promptly make payments on account of the total contract price of ninety percent (90%) of an amount determined by applying to the contract price of each craft the percentage of physical progress in the performance of the contract as a whole as certified by the Contractor subject to the approval of the Supervisor; provided, that no such payment shall be made in an amount which when added to the total of all payments previously made under this requirement (other than payments made pursuant to the paragraphs (b) and (c)) exceeds one-hundred percent (100%) of the allowable cost which has been certified by the Contractor on the related invoice to have been incurred by it in the performance of the contract.

(2) After the percentage of physical progress in the performance of the contract as a whole has reached fifty percent (50%), the Government, upon submission by the Contractor of invoices certified by the Contractor as hereinafter provided, will promptly make payments on account of the total contract price of one-hundred percent (100%) of an amount determined by applying to the contract price of each craft the percentage of physical progress in the performance of the contract as a whole as certified by the Contractor subject to the approval of the Supervisor, less two and one-half percent (2.5%) of the contract price of each craft. However, no such payment shall be made in an amount which when added to the total of all payments previously made under this requirement (other than payments made pursuant to the paragraphs (b) and (c)) exceed one-hundred seven percent (107%) of the allowable cost which has been certified by the Contractor on the related invoice to have been incurred by it in the performance of this contract.

(3) Notwithstanding subparagraph (a)(2) above, after the percentage of physical progress in the performance of the contract as a whole has reached seventy-five percent (75%), the total amount of contract withholdings (as defined in subparagraph (a)(iv) below) with respect to any craft shall not exceed the amount withheld at the point at which the performance of the contract as a whole is seventy-five percent (75%) complete. Therefore,

after the percentage of physical progress in the performance of the contract as a whole is seventy-five percent (75%), the Government upon submission by the Contractor of invoices certified by the Contractor as hereinafter provided, will promptly make payments on account of the total contract price of one-hundred percent (100%) of the amount determined by: (i) multiplying the total contract price of each craft by the percentage of physical progress in the performance of the contract as a whole as certified by the Contractor subject to the approval of the Supervisor, and (ii) subtracting from that product the total amount of contract withholding with respect to each craft that was withheld at the point at which the total contract performance was seventy-five percent (75%) complete on the basis of physical progress, provided that each craft under contract is (or has been) delivered on or before the contract delivery date, or such later date as may be set by the Contracting Officer. If each craft is not (or has not been) delivered on or before the contract delivery date, or such later date as may be set by the Contracting Officer, the requirement above in subparagraph (a)(2) shall apply in full. If the application of the requirements in subparagraph (a)(2) above results in an amount owed to the Navy by the Contractor, collection will be deferred but no further payment will be made on any account against cost or progress until the deferred obligations are repaid.

(4) For the purposes of this requirement, any amount earned based on the percentage of a physical completion times contract price but not paid is defined as a "withholding".

(5)(A) On each of the occasions listed in (5)(C) immediately below, the Contractor shall submit a written report to the Contracting Officer containing the following information;

(i) The amount of the allowable costs which have been incurred by the Contractor in the performance of the contract as a whole; and

(ii) The percentage of physical completion achieved in the performance of the contract as a whole;

(iii) The total cost for completion of the contract work as projected by the Contractor on the basis of its incurred cost of performance and physical completion achieved;

(iv) Explanation of any variance between the presently projected cost for completion of the contract work and the projected costs for such completion as stated in the last previous report made by the Contractor;

(v) The dollar amount of profit which the Contractor expects to earn from performance of the contract based upon the information described in (i), (ii), and (iii) above.

(B) The format of the report described in (5)(A) immediately above shall provide for cost category reporting of incurred and projected costs in accordance with the Contractor's normal accounting system and broken down into labor hours, labor dollars, material dollars and indirect dollars. The Contracting Officer may require the Contractor to

submit, or make available for examination by the Contracting Officer or his designated representative, the supporting documentation upon which the report is based.

(C) The report described in (5)(A) and (5)(B) immediately above shall be submitted by the Contractor to the Contracting Officer on each of the following occasions:

(i) together with, and as part of, the first invoice for payment submitted by the Contractor under this requirement in which the percentage of physical progress in the performance of contract as a whole is certified by the Contractor to have reached fifty percent (50%) or more; and

(ii) within ninety (90) days after the close of the Contractor's fiscal year during which the report described in (i) immediately above was rendered and within ninety (90) days after the close of each subsequent Contractor's fiscal year; and

(iii) within thirty (30) days after written request of the Contracting Officer.

(6) "Incurred costs" are those costs identified through the use of the accrual method of accounting as supported by the records maintained by the Contractor and which are allowable in accordance with Part 31 of the Federal Acquisition Regulation in effect on the effective date of this contract and include only:

(A) Costs for items or services purchased directly for the contract which are paid as well as incurred as shown by payment made by cash, check, or other form of actual payment; and

(B) Costs incurred, but not necessarily paid, for materials issued from the Contractor's stores inventory and placed in the production process for use on the contract, for direct labor, for direct travel, for other direct inhouse costs and for properly allocable and allowable overhead (indirect) costs, all as shown by records maintained by the Contractor for the purposes of obtaining payment under Government contracts; provided that the Contractor is not delinquent in payment in the ordinary course of business; and

(C) With respect to costs of pension contributions, when pension contributions are paid by the Contractor to the retirement fund less frequently than quarterly, accruals of the costs of these pension contributions shall be excluded from Contractor's incurred costs until such costs are paid. If pension contributions are paid on a quarterly or more frequent basis, accruals of such costs may be included in Contractor's incurred costs, provided that the pension contributions are paid to the retirement fund within thirty (30) days after the close of the period covered by the payment. If payments are not paid within such thirty (30) day period, pension contributions shall be excluded from the Contractor's incurred cost until payment therefor has been made.

(D) Incurred costs shall not include any costs which are required, under any provision of this contract to be reimbursed or paid by the Government to the Contractor or

reimbursed or paid by the Contractor to the Government other than through an equitable adjustment in contract price.

(E) In the event that the Contractor is a small business concern, subparagraph (6)(A) above shall be superseded by the following:

> Costs incurred for items or services purchased directly for the contract, provided, however, that such costs may not include any retainages unpaid or not to be paid on current invoices, provided, further, that the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business.

(7) At any time or times prior to final payment under this contract, the Contracting Officer may have invoices and statements or certifications of costs audited. Each payment theretofore made shall be subject to reduction as necessary to reflect the exclusion of amounts included in the invoices or statements or certifications of costs which are found by the Contracting Officer, on the basis of such audit, not to constitute allowable costs. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices.

(8) Invoices may be submitted every two weeks or more frequently, as the Contracting Officer, in his sole and nonappealable discretion, determines to be warranted by expenditures of the Contractor. Invoices shall be based upon the total contract price as adjusted from time to time pursuant to the terms of the contract. The Contractor shall certify on each invoice (i) the percentage of physical progress in the performance of the contract as a whole as a decimal carried to four places and (ii) the allowable costs incurred by it in performance of the contract as a whole as of the date the invoice is submitted. No payment will be required to be made under this paragraph (a) upon invoices aggregating less than <u>five-thousand dollars ($5,000)</u>.

(b) Upon acceptance of each craft and upon the submission of properly certified invoices, the Government will pay to the Contractor the amount of withholding under paragraph (a)(2) with respect of that craft in excess of (i) one and one-half percent (1-1/2%) of the contract price for such craft, constituting a final settlement reserve, and (ii) one percent (1%) of the contract price for such craft, constituting a final settlement reserve, provided however that the amount of such final settlement reserve for the entire contract shall not exceed <u>one-hundred thousand dollars ($100,000)</u>. If at any time it shall appear to the Government that the amount of the performance reserve may be insufficient to meet the cost to the Government of finishing any unfinished work under the contract for which the Contractor is responsible or of correcting defects for which the Contractor is responsible which are discovered prior to acceptance or during the guaranty period (if the requirement "GUARANTY" is included in this contract) of any craft, the Government may, in making payments under this requirement, deduct or withhold such additional amounts as it may determine to be necessary to render such reserve adequate. Any such additional amounts

deducted or withheld on account of defects which are discovered during the guaranty period of the craft shall not exceed the limit of the Contractor's liability, under the requirement entitled "LIMITATION OF CONTRACTOR'S LIABILITY FOR CORRECTION OF DEFECTS" (if such requirement is included in this contract).

(c) Upon completion and acceptance of all work hereunder, the balance due the Contractor under this contract will be paid upon the presentation of a properly executed and duly certified invoice therefor. The Contractor and each assignee under an assignment in effect at the time of final settlement shall execute and deliver at the time of and a condition precedent to final payment, a release in form and substance satisfactory to and containing such exceptions as may be found appropriate by the Contracting Officer, discharging the Government, its officers, agents, and employees of and from all liabilities, obligations and claims arising under this contract. The Contracting Officer may, in his discretion, authorize payments on account of any such balance to be made in advance of final settlement subject to such conditions precedent as the Contracting Officer may prescribe. If this contract shall have been terminated in whole, or in part, any such release shall also contain such a release of all claims against the Government arising out of or by virtue of such termination.

(d) Any and all payments made hereunder shall be secured when made, by lien in favor of the Government upon craft, articles, and things contracted for on account of all payments so made and on all material, equipment, and other property acquired for or allocated to the performance of this contract, except to the extent that the Government, by virtue of any other requirements of this contract, or otherwise shall have valid title to such articles, things, materials, or other property as against other creditors of the Contractor. If such property is not identified by marking or segregation, the Government shall be deemed to have a lien upon a proportionate part of any mass of property with which such property is commingled. Any lien provided for by virtue of this paragraph is paramount to all other liens under the provisions of 10 U.S.C. sec 7521.

(e) Title to the craft under construction shall vest in the Government and title to all materials and equipment acquired for the performance of the contract shall vest in the Government upon delivery thereof to the plant of the Contractor or other place of storage selected by the Contractor, whichever of said events shall first occur; provided however, that notwithstanding the foregoing requirements concerning title, in the event of loss, theft or destruction of or damage to any such property before acceptance by the Government, the Contractor shall bear the risk of any such loss, theft, destruction or damage.

(f) The Contractor, to the extent determined necessary and practicable by the Supervisor of Shipbuilding, shall identify by marking or segregation all property which is subject to a lien or title in favor of the Government by virtue of any requirements of this contract in such a way as to indicate that it is subject to such a lien or title and that it has been acquired for or allocated to the performance of this contract. The Contractor shall also maintain adequate accounting control over such property on its books and records which shall be subject to examination by the Supervisor of Shipbuilding at all reasonable times to assure compliance with these requirements.

(g) The Contractor shall immediately discharge or cause to be discharged any lien or right <u>in rem</u> of any kind, other than in favor of the Government, which at any time exists or arises with respect to the craft, machinery, fittings, equipment, or materials for the craft. If any such lien or right <u>in rem</u> is not immediately discharged, the Government may discharge or cause to be discharged said lien or right <u>in rem</u>, at the expense of the Contractor.

(h) Until each craft has been accepted by the Department, each craft and all materials, equipment and appliances, therefor, including materials, equipment to be furnished by the Government to the Contractor for installation in the craft, shall, at the expense of the Contractor, be kept fully and duly insured by the Contractor in the name of the United States of America and the Contractor under the form of Builder's Risk Insurance (Navy Form Syndicate) Policy, including the rider attached to the "Free of Capture and Seizure" clause thereof where applicable. Where such insurance is not applicable the Contractor shall procure and thereafter maintain in the name of the United States of America and the Contractor until each craft has been accepted by the Department, fire and extended coverage insurance during construction and inland or ocean marine all risk cargo insurance during delivery with respect to each craft and all materials, equipment and appliances therefor, including materials and equipment to be furnished by the Government to the Contractor for installation in each craft. Where none of the foregoing is applicable during water trials the Contractor shall procure and thereafter maintain such other insurance for each craft as will cover the usual marine perils during such trials. The amount of the insurance shall not be less than aggregate of the amount paid to the Contractor under this contract by the Department plus the value of any materials, equipment and appliance furnished by the Government as determined from time to time by the Contracting Officer. Loss under the aforementioned insurance shall be payable to the Secretary of the Navy, or order, for use of the United States of America to the extent of payment made to the Contractor under this contract plus the amount of loss of or damage to the material, equipment, and appliance furnished by the Government and for use of the Contractor to the extent of any remaining balance.

(i) All policies shall be delivered to the Administrative Contracting Officer for approval and custody. The terms of the policies, the insurance companies, and the underwriters shall at all times be satisfactory to the Contracting Officer. Policies not in conformance herewith shall be surrendered and cancelled upon the direction of the Contracting Officer and new policies procured in conformance herewith.

(j) In the event that the Contractor shall procure or maintain other insurance upon any materials or other property upon which a lien exists in favor of the Government or to which the Government has title pursuant to the terms of this contract, the policy or policies shall contain a loss payable clause making losses payable to the Secretary of the Navy or as referred by the Contracting Officer. Any payments thereunder shall inure to the benefit of the Government and to the Contractor as to any remaining balance. The requirements of this paragraph (j) shall not be deemed to require that the Contractor procure or maintain any such other insurance.

(k) The foregoing insurance requirements shall not be construed as limiting in any way the full responsibility of the Contractor for the supplies under the contract.

(End of Text)

Applicable to all small craft procurements.

5252.231-9109 PRECONTRACT COSTS (SEP 1990)

Allowable costs under this contract shall include all costs incurred by the Contractor in connection with the work covered by this contract during the period from and including ____ _____ to the date of this contract, as would have been allowable and allocable pursuant to the terms of this contract as if this contract had been in effect during said period; provided, however, that such costs shall not in the aggregate exceed $_____ unless such amount is increased in writing by the Contracting Officer (which amount is included in the estimated cost(s) of this contract).

(End of Text)

NOTES

⇒ Wherever "contract" appears, it may be changed to read "contract modification", when appropriate.

Applicable when precontract costs have been approved in accordance with FAR 31.109 and NCH 31.109.

5252.215-9106 PRICE ADJUSTMENT FOR CHANGES IN FEDERAL LAW (FT) (NOV 1996)

(a) Definitions

(1) For the purpose of this requirement:

(i) The term "Currently Applicable Federal Laws" is defined to mean and include only the statutes listed below and regulations thereunder, promulgated by Federal authorities as in effect on _____*_____.

(A) Contract Work Hours and Safety Standards Act

(B) Occupational Safety and Health Act

(C) Atomic Energy Act

(D) National Environmental Policy Act

(E) Clean Air Act

(F) Clean Water Act

(G) Refuse Act

(H) Noise Control Act

(I) Toxic Substances Control Act

(J) Solid Waste Disposal Act

(K) Marine Protection, Research and Sanctuaries Act

(L) Comprehensive Environmental Response, Compensation, and Liability Act

(M) Act to Prevent Pollution from Ships

(N) Hazardous Materials Transportation Act

(ii) The term "New Federal Law" is defined to mean a new Federal Statute enacted subsequent to _____*_____ pertaining to (1) workplace conditions affecting employees or the public, or (2) environmental standards and requirements, and regulations thereunder promulgated by Federal authorities.

(iii) The term "change" shall be deemed to mean the amendment or repeal of any Currently Applicable Federal Law or New Federal Law or regulations promulgated thereunder by Federal authorities.

(b) If, at any time after the effective date of this contract, a New Federal Law is enacted or a change is made to a Currently Applicable Federal Law or a New Federal Law or regulations thereunder promulgated by Federal authorities, and compliance with such new law or change directly results in an increase or decrease in the Contractor's cost of performance of this contract, the contract price(s) shall be adjusted as provided in paragraph (c) below. No such adjustment shall be made for contract costs incurred or projected to be incurred during the two (2) year period after the effective date of this contract.

(c) The price adjustment provided for in paragraph (b) above shall be made, in the same amount, in each of the Target Cost(s), the Target Price(s), and the Ceiling Price(s) or Fixed Price(s) of this contract, as appropriate, and shall include only the properly allowable and allocable direct and indirect costs of additional labor and materials directly resulting from compliance with the new law or with the change, but shall not include:

(i) Costs of delay, disruption, or acceleration of performance;

(ii) Increases or decreases in prices charged by subcontractors or suppliers; or

(iii) Costs of additional facilities or of any portion thereof constructed or acquired after ___*_____ unless such additional facilities or the portion thereof have been constructed or acquired by the Contractor solely in order to comply with a New

Federal law or a change in Currently Applicable Federal Laws or New Federal Laws, or regulations thereunder promulgated by Federal authorities.

The price adjustment shall consider and exclude any tax, depreciation, or other special allowances provided to the Contractor in the New Federal Law or change for compliance therewith. No adjustment shall be made in the Profit or Delivery Schedule of the contract, provided, however, that the Contractor's right, if any, to extension of the delivery schedule under any other requirement of this contract shall not be prejudiced thereby. No adjustment shall be made unless a New Federal Law or a change directly causes an increase or decrease in the Contractor's cost of performance of this contract in excess of $125,000 per ship.

(d) The Contractor shall promptly notify the Contracting Officer, in writing, of the enactment of New Federal Laws or of a change that reasonably may be expected to result in an adjustment under the provisions of this requirement.

(e) Requests for price adjustments hereunder shall be made in accordance with the procedures of the requirement entitled "DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT".

(End of Text)

*Insert date of pricing agreement for negotiated acquisitions or opening date of IFB for sealed bid acquisitions.

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.227-9100 PROTECTION OF NAVAL NUCLEAR PROPULSION INFORMATION (JAN 1986)

(a) During the performance of this contract Naval Nuclear Propulsion Information (NNPI) may be developed or used. Naval Nuclear Propulsion Information is defined as that information and/or hardware concerning the design, arrangement, development, manufacturing, testing, operation, administration, training, maintenance, and repair of the propulsion plans of Naval Nuclear Powered Ships including the associated shipboard and shore-based nuclear support facilities. Appropriate safeguards must be proposed by the Contractor and approved by the Contracting Officer for Security for the safeguarding from actual, potential or inadvertent release by the Contractor, or any subcontractor, of any Naval Nuclear Propulsion Information in any form, classified or unclassified. Such safeguards shall ensure that only Governmental and Contractor parties, including subcontractors, that have an established need-to-know, have access in order to perform work under this contract, and then only under conditions which assure that the information is properly protected. Access by foreign nationals or immigrant aliens is not permitted. A foreign national or immigrant alien is defined as a person not a United States citizen or a United States National. Unites States citizens representing a foreign government, foreign private interest or other foreign nationals, are considered to be foreign nationals for industrial security purposes and the purpose of this restriction. In addition, any and all issue or release of such

information beyond such necessary parties, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of the Contracting Officer for Security.

(b) The Contracting Officer for Security shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of Naval Nuclear Propulsion Information.

(c) In the event that a court or administrative order makes immediate review by the Contracting Officer for security impractical, the Contractor agrees to take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.

(d) The Contracting Agency reserves the right to audit Contractor facilities for compliance with the above restrictions.

(e) Exceptions to these requirements may only be obtained with prior approval from the Commander, Naval Sea Systems Command (Contact SEA 09T1).

(End of Text)

Applicable to all procurements involving Naval Nuclear Propulsion Information. In each case, confirm with SEA 08 that this requirement applies.

5252.245-9111 RENT-FREE USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (AS IS) (SEP 1990)

(a) The Contractor may use on a rent-free basis, as necessary for the performance of this contract, Government production and research property (as defined in FAR 45.301) accountable under Contract(s) _____. The said property shall be governed by the terms and conditions of the contract(s) under which it is accountable. No representation or warranty is made by the Government as to the fitness or suitability of said property for its intended use under this contract; it being understood and agreed that the said property is being made available for use under this contract on an "as is" basis in accordance with the clause entitled "GOVERNMENT PROPERTY FURNISHED 'AS IS'" (FAR 52.245-19).

(b) If the Government limits or terminates the Contractor's authority to use the above referenced property and the Government's action affects the Contractor's ability to perform this contract, then an equitable adjustment shall be made in accordance with the terms and conditions of the "CHANGES" clause of this contract; provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under the above referenced contract(s), the Contractor shall be entitled only to such adjustment as the Contracting Officer determines to be appropriate under the circumstances.

(End of Text)

Applicable to all procurements authorizing rent-free use of Government production and research property on an "as is" basis.

5252.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990)

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s) _____. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

(End of Text)

Applicable to all procurements which authorize rent-free use of Government-furnished property.

5252.246-9124 SHIPBUILDING SUPPORT OFFICE SCHEDULES (AT) (JAN 1983)

The U.S. Navy Shipbuilding Support Office, which is responsible within the Department for providing central scheduling for ship programs, may, but shall not be obligated to, promulgate from time to time Master Program Schedules and other documents relating to the design, material procurement for, and orderly erection of the vessel(s). Such schedules and documents, if promulgated, are intended to facilitate integration of all work required in connection with the vessels, and other vessels, if any, in the same ship program and to serve as a planning aid for the Contractor and its agents, but such schedules and documents shall not alter or increase the obligations of the Government and the use thereof or adherence thereto is not a requirement of this contract. Neither the promulgation of such schedules and documents nor any use thereof by the Contractor or its agent shall in any way relieve the Contractor of its obligation to complete and deliver the vessel(s) by the date and in accordance with the other requirements set forth in this contract or affect responsibility for any delays.

(End of Text)

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

5252.249-9100 SPECIAL CONTRACT REQUIREMENT CONCERNING TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SEP 1990)

If this contract is terminated pursuant to the clause entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)" (FAR 52.249-2), the Contractor shall arrange for the return to its plant(s) or for other disposition of its engineers assigned to this contract and affected by such termination. To the extent terminated, the Government shall be liable only for payment in accordance with the payment and compensation requirements of this contract, for services of engineers assigned to this contract which are rendered prior to the effective date of termination and during the next thirty (30) days, or until the engineers' periods of service under this contract are terminated, whichever is earlier.

(End of Text)

Applicable to all procurements which include continuous duty engineering services (CETS).

5252.244-9102 SUBCONTRACTING OF NUCLEAR ENGINEERING EFFORT (SEP 1990)

(a) The Contractor and the Navy intend that all nuclear engineering effort under this contract be performed by employees of the Contractor or persons under the supervision of employees of the Contractor at the Contractor's facilities or at the SRA* site. If, however, the Contractor considers that subcontracting some nuclear engineering effort, which will not be under the supervision of employees of the Contractor at the Contractor's facilities or at the SRA* site, is necessary to meet the Contractor's contractual requirements, then notwithstanding and in addition to any other requirement of this contract, the Contractor shall submit a written request for technical approval to NAVSEA 08. The request to subcontract nuclear engineering effort shall state the reasons why the subcontracting is necessary, why the effort cannot be performed by the Contractor's personnel or persons under the supervision of employees of the Contractor at the Contractor's facilities or at the SRA* site, the expected number of man/hours, cost and nature of the subcontracted effort, period of performance, and the name and qualifications of the vendor to perform the subcontracted effort. NAVSEA 08 shall approve or disapprove the request in writing. The Contractor agrees not to subcontract any nuclear engineering effort which will not be under the supervision of employees of the Contractor at the Contractor's facilities or at the SRA* site without obtaining the express written technical approval of NAVSEA 08.

(b) For the purpose of this requirement, the term "nuclear engineering effort" includes engineering, drafting, and related technical support effort under NAVSEA 08 technical cognizance.

(End of Text)

*Insert "construction", "ERP", "overhaul", or other appropriate site in lieu of "SRA", as applicable.

Applicable to procurements for nuclear shipbuilding and ship repair/overhaul.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(End of Text)

NOTE

⇒ The number of days specified for notification may be varied.

Applicable to services/hardware procurements.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2)

direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

(End of Text)

Applicable to term (LOE) cost type procurements and other procurements when needed.

5252.227-9101 TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA RELATING TO THE NUCLEAR PROPULSION OF NAVAL SHIPS (JAN 2008)

(a) The supplies specified to be delivered under this contract relate to the nuclear propulsion of naval ships.

(b) Equipment and technical data defined as Naval Nuclear Propulsion information (NNPI) under NAVSEAINST 5511.32C shall not be disclosed to foreign nationals.

(c) For other than equipment and technical data defined as NNPI in paragraph (b) above, except with the prior written consent of the Contracting Officer, or his designated representative, the Contractor shall not, at any time during or after the performance of this contract, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (d) below, (1) outside the United States, or (2) irrespective of location, (i) to any foreign national, not working on this contract or any subcontract hereunder (ii) to any foreign organization (including foreign subsidiaries and affiliates of the Contractor), (iii) to any foreign Government, or (iv) to any international organization.

(d) As used in this requirement, the following terms shall have the following definitions:

(1) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Virgin Islands, Guam, and any areas subject to the complete sovereignty of the United States;

(2) "equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models of such supplies and component parts; but "equipment" does not include standard commercial supplies and component parts, and models thereof;

(3) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item, whether or not the information and data were specified to be delivered under this contract including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations; but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation and testing of such supplies and component parts in or in connection with any item, or component parts thereof, specified to be delivered under this contract.

(e) The Contractor agrees to insert in all subcontracts under this contract provisions which shall conform substantially to the language of this requirement, including this paragraph (e).

(f) Notwithstanding any other provisions of this requirement, this requirement shall not apply (1) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party; and (2) where the transmittal is to be of equipment or technical data which the Contracting Officer, or his designated representative, has declared in writing to the Contractor to be thereafter exempt from this requirement.

(End of Text)

Applicable to procurements involving equipment and technical data defined as Naval Nuclear Propulsion Information.

5252.223-9115 TRANSPORT AND DISPOSAL OF RADIOACTIVE WASTE (SEP 1990)

The Contractor will make reasonable efforts to contract commercially for transport and disposal of spent resin and other radioactive wastes to the same extent as for recent overhauls so long as nuclear risk indemnity under P.L. 85-804 is available to the Contractor. In the event that the Contractor cannot comply with new requirements concerning transport or disposal for radioactive wastes, or cannot reasonably obtain commercial transport and disposal of such wastes, the Government, upon timely notification of the specific problem(s), will provide assistance for disposition and, if such assistance does not prove to be successful, will assume custody of the radioactive wastes. In the event that the Government assumes custody of such radioactive wastes, then this contract shall be equitably adjusted to reflect the reduction in the scope of work of this contract.

(End of Text)

Applicable to procurements involving nuclear hardware that include P.L. 85-804 indemnification provisions. In each case, confirm with SEA 08 that this requirement applies.

5252.247-9110 TUG AND PILOT SERVICES (SEP 1990)

The Contractor shall provide necessary tug and pilot services to move the vessel(s) from the fairway of the plant to the pier or dock, and upon completion of all work from the pier or dock, to the fairway of the plant.

(End of Text)

Applicable to craft, shipbuilding and ship repair/overhaul procurements.

5252.227-9114 UNLIMITED RIGHTS IN TECHNICAL DATA-NUCLEAR PROPULSION PLANT SYSTEMS (NOV 1996)

(a) Pursuant to subparagraph (b)(1) of the clauses entitled "RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS" (DFARS 252.227-7013) and "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), it is agreed that all technical data pertaining to nuclear propulsion plant systems under the technical cognizance of the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command (SEA 08), which is specified to be delivered pursuant to this contract, shall be delivered with unlimited rights, provided, however, that nothing in the clause shall be deemed to require any subcontractor of any tier under this contract to deliver or furnish with unlimited rights any technical data which he is entitled to deliver with other than unlimited rights pursuant to said "RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS" or "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" clauses.

(b) It is further agreed that promptly after delivery of the vessel, or after any termination of all work under this contract, the Contractor shall submit a letter report to the Nuclear Propulsion Directorate, Naval Sea Systems Command (SEA 08) listing and providing a brief description of all items of technical data pertaining to the reactor plant(s) of the vessel(s) developed or prepared under this contract which were not specified to be delivered pursuant to this contract. The Contractor shall furnish in the Contractor's format and at the cost of reproduction, with unlimited rights, copies of items of technical data so reported or which should have been reported, as the Government may require in writing from time to time and at any time. However, nothing in this requirement shall require the Contractor to retain any item of such technical data beyond the period provided for in this contract, including the specifications, and other documents incorporated by reference, applicable to the item or type of technical data involved.

(End of Text)

Applicable to procurements which include nuclear propulsion plant systems.

5252.209-9102 WEIGHT CONTROL (SEP 1990)

(a) In accordance with the procedures set forth in Section 096 of the Specifications, the Contractor shall enter into agreement with the Government as to the Accepted Weight Estimate (AWE) for the vessel(s) under this contract, and such agreement shall be set forth in a supplemental agreement. The AWE values for full load displacement and vertical center of gravity above bottom of keel (KG) are the baseline for measuring Contractor responsibility within the meaning of this requirement. The aforementioned AWE values shall be equal to or less than the following Not-to-Exceed (NTE) values:

Contractor Responsible Full Load Displacement _____ long tons

Contractor Responsible KG _____ feet

In the event an agreement on the AWE cannot be reached within four months after award of this contract, the NTE values become AWE values.

(b) The net weight and moment effect of every change incorporated into this contract shall be agreed upon and set forth in a supplemental agreement.

(c) One month prior to the inclining experiment, the net weight and moment differences to Government Furnished Material (GFM) since the AWE, that were beyond the control of the Contractor, excluding the effect of contract changes, shall be agreed upon and set forth in a supplemental agreement. All weight and moment differences to GFM resulting from the correction of data for which accurate information was available prior to the AWE or from the relocation of GFM at the discretion of the Contractor are considered to be within the control of the Contractor.

(d) The Contractor shall be responsible for the full load displacement and KG of the delivered vessel(s) minus the weight and vertical moment values agreed upon for contract changes and differences to GFM beyond its control. Also, the Contractor shall be responsible for the delivery of the vessel(s) with a trim and list within the tolerances specified in Section _____ of the Specifications. The Contractor, however, will not be responsible for the net total adverse effect on trim or list caused by contract changes and differences to GFM beyond his control.

(e) If the Contractor proposes cost or contract changes solely for the purpose of meeting the values of displacement, KG, trim, or list required by this contract, and if the Contracting Officer approves, the changes shall be non-reimbursable and implemented with no increase

in the cost of, or change in the period of performance of, this contract. Changes described in this paragraph, as well as Value Engineering Changes that reduce weight, are not considered contract changes when computing the Contractor responsible condition described in paragraph (d) above.

(f) The parties agree that this contract (and more specifically the performance incentives: QUALITY INCENTIVE and PERFORMANCE INCENTIVE), has (have) been structured in conjunction with the following liquidated damages provision. The parties further agree that the potential remedy of a termination for default of the Contractor for failure to conduct its activities pursuant to this contract in a manner so as to deliver the vessel(s) within the NTE values set forth in paragraph (a), does not afford a complete or adequate remedy to the Government. The parties also recognize and agree that it is virtually impossible and completely impracticable to establish the actual damages which would be suffered by the Government for the failure of the Contractor to deliver the vessel(s) within the NTE values. Therefore, in recognition of the above (for each vessel delivered under this contract), the parties hereto have specifically agreed to and established the following schedule of liquidated damages as a reasonable forecast of the potential damages which would arise in the event that the Contractor responsible full load displacement and/or KG, as determined by paragraph (d), exceed the NTE values:

(1) Weight. For each whole _____ ton increment in excess of the NTE displacement set forth in paragraph (a) of this requirement, the contractor shall pay to the Government _____ dollars ($____) up to a maximum of _____ dollars ($____).

(2) KG. For each whole _____ (1/ ___) foot increment in excess of the NTE vertical center value set forth in paragraph (a) of this requirement, the Contractor shall pay to the Government _____dollars ($____) up to a maximum of _____ dollars ($____).

(End of Text)

Applicable to craft and shipbuilding procurements for non-nuclear vessels.

5252.209-9102 WEIGHT CONTROL (AUG 1968) (MOD)

(a) In accordance with the procedure set forth in Section 9290-1 of the specifications, the Contractor shall enter into an agreement with the Government as to the Accepted Weight Estimate for the vessels under this contract, and such agreement shall be set forth in a Supplemental Agreement. In the event an agreement as to the Accepted Weight Estimate cannot be reached within nine (9) months after award of this contract, or such further period as may be granted in writing by the Contracting Officer, then the Contracting Officer shall unilaterally determine the Accepted Weight Estimate, provided that the bounds of such unilateral determination shall be the value of the Contractor's Design Weight Estimate and the values of the Contract Design Weight Estimate.

(b) The net weight and moment effect of any changes incorporated into this contract shall be agreed upon and set forth in the supplemental agreement implementing or adjudicating such changes. Notwithstanding the foregoing, where the purpose of a change is the acceptance of a Value Engineering proposal and such a proposal includes a resulting saving in the existing weight or moment values for any vessel, the weight and moment effect to be set forth in the supplemental agreement implementing such change shall be one-half (1/2) of the amount of the related saving set forth in the accepted proposal.

(c) Prior to the date of performance of the inclining experiment, the weight, moment and equivalent margin effect of Government furnished material (excluding any Government furnished structural steel, if any) shall be agreed upon and incorporated into the contract by supplemental agreement.

(d) If, after the Accepted Weight Estimate has been established, the Contractor proposes changes in the contract plans or specifications solely for the purpose of meeting the equilibrium, minimum stability, and future growth margin requirements set forth in or established pursuant to this contract, and if the Command approves, the parties shall enter into a supplemental agreement implementing such changes and such supplemental agreement shall adjust the contract price and delivery schedule pursuant to the "CHANGES" clause, except that no increase in the cost of or time for performance of the contract shall be considered in arriving at the adjustment for such changes. Any supplemental agreement issued pursuant to this paragraph shall reflect the weight and moment effect of the changes and shall be reported as required for other contract modifications. However, the net weight and moment effect of any changes made under this paragraph shall not be considered in calculating the Contractor responsible values under paragraph (e) below.

(e) The Contractor shall be responsible for delivery of each vessel within the equilibrium and future growth margin requirements specified in the Accepted Weight Estimate and having a stability of no less than the minimum stability requirements. The Contractor, however, will not be responsible for encroachment upon the future growth margin, if caused by adverse equivalent margin effects agreed upon for contract modifications and weight growth of Government furnished material (excluding any Government furnished structural steel, if any).

(f) The stability of each delivered vessel, in normal diving trim, surfaced and submerged conditions, shall be determined by the results of the delivered ship report and associated calculations, performed in accordance with Section 9290-1 of the specifications. This determination shall be the basis for evaluating the Contractor's performance under said Section 9290-1.

(End of Text)

Applicable to shipbuilding procurements for submarines.

SECTION I – 2– ADDITIONAL CONTRACT CLAUSES

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (FT) (APR 1984) ALTERNATE II (DEVIATION)

Modify the clause as follows:

(a) The word "supplies" as used in this clause includes the term "vessel(s)" and has the definition stated in the clause entitled "INSPECTION OF SUPPLIES--FIXED-PRICE."

(b) At the end of paragraph (b), add the following:

> "In addition to its other remedies, the Government may, by contract or otherwise, with respect to work terminated as permitted in this clause, proceed with the completion of the vessel(s) and supplies at such plant or plants, including that of the Contractor, as may be designated by the Contracting Officer. If the vessel(s) and other supplies are to be completed at the Contractor's plant, the Government may use all tools, machinery, facilities and equipment of the Contractor determined by the Contracting Officer to be necessary for that purpose. The Government shall also have the right, in the event performance is completed at the Contractor's plant, to procure any additional supplies, tools, machinery, facilities, and equipment that are necessary to complete the vessel(s) and other supplies. If the cost to the Government of completing the vessel(s) and other supplies or procuring supplies similar to those terminated (after adjusting such cost to exclude the effect of changes in the plans and specifications made subsequent to the date of termination) exceeds the price fixed for such vessel(s) and other supplies under this contract (after adjusting such price on account of changes in the plans and specifications made prior to the date of termination), the Contractor, or its surety, if any, shall be liable for such excess."

(c) In the first sentence of paragraph (c), after the word "costs", insert the phrase "or other damages".

(d) In the first sentence of paragraph (e), after the word "title", insert the phrase "(insofar as not previously transferred)."

(End of Clause)

Applicable to craft and/or shipbuilding procurements.

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) (DEVIATION)

The Navy has a deviation from the requirements of FAR 45.106(b)(2) and 16.405(a). The Navy is NOT authorized to use the Alternate I with the clause for shipbuilding contracts.

Note: Delete "FAR 52.245-2 and Alt I" from Section I-1.

(End of Clause)

Applicable only to craft and/or shipbuilding procurements.

52.216-16 INCENTIVE PRICE REVISION--FIRM TARGET (FI) (APR 1984) (DEVIATION)

(a) General. The supplies or services identified in Sections B and C are subject to price revision in accordance with the provisions of this clause; provided, that in no event shall the total final price of such items exceed the total ceiling price as set forth in Section B of the contract. Any supplies or services which are to be ordered separately under, or otherwise added to, this contract, and which are to be subject to price revision in accordance with the provisions of this clause, shall be identified as such in a modification to this contract.

(b) Definition of Cost. For the purposes of this contract, "cost" or "costs" means allowable cost in accordance with Part 31 of the Federal Acquisition Regulation (FAR) and Part 231 of the Department of Defense FAR Supplement (DFARS) as in effect on the date of this contract.

(c) Submission of Data. Within _____*___ (_*_) days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services called for by those items referred to in paragraph (a) above, the Contractor shall submit, on Standard Form (SF) 1411 or other form as the Contracting Officer may require, (i) a detailed statement of all costs incurred up to the end of that month in performing all work under such items, (ii) an estimate of costs of such further performance, if any, as may be necessary to complete performance of all work with respect to such items, and (iii) a list identifying to the extent practicable residual inventory and the estimated value thereof. The detailed statement of all costs incurred shall be decreased by the net increase in compensation adjustments established in accordance with the "COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL)" clause or shall be increased by the net decrease in such compensation adjustments, as the case may be.

(d) Price Revision. Upon submission of the data required by paragraph (c) above, the Contractor and the Contracting Officer shall promptly establish the total final price in accordance with the following:

(1) On the basis of the information required by paragraph (c) above, together with any other pertinent information, there shall be established by negotiation the total final cost incurred or to be incurred for the supplies delivered (or services performed) and accepted by the Government, which are subject to price revision under this clause. The total final negotiated cost so established shall include costs incurred or to be incurred for all supplies delivered (or services performed) and accepted by the Government which are subject to price revision, notwithstanding any provisions contained in the specifications or other documents incorporated in this contract by reference or in the Schedule or Contract Clauses hereof designating services to be performed or materials to be furnished by the Contractor at his expense, or without cost to the Government, or with costs to be borne by the Contractor; provided, however, that after the total final price has been established in accordance with this clause, such services shall be performed and such materials shall be furnished at no increase in said total final price. The amounts determined in accordance with the following contract provisions shall not be considered costs incurred or to be incurred for the purpose of negotiating the total final cost or establishing the total final price in accordance with this clause.

(i) The "COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL)" clause.

(ii) Any other provision of this contract which provides for an amount to be reimbursed or paid to the Contractor by the Government or to be refunded or paid by the Contractor to the Government, other than through an adjustment of the contract price, including the following:

(A) Paragraphs (b), (c), and (e) of the clause of this contract entitled "INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS".

(B) The clause of this contract entitled "ADDITIONAL INSURANCE PROVISIONS".

(C) The clause of this contract entitled "Indemnification under Public Law 85-804 (FAR 52.250-1)" [If authorized for and incorporated into this contract].

(D) **

(2) The total final price shall be established by adjusting the total final negotiated cost by an amount for profit or loss determined as follows:

WHEN THE TOTAL FINAL NEGOTIATED COST IS:	THE AMOUNT FOR PROFIT OR LOSS IS:
Equal to the total target cost------	Total target profit.

Greater than the total target cost--Total target profit less ____***__ percent of the amount by which the total final negotiated cost exceeds the total target cost.

Less than the total target cost----- Total target profit plus _____***__percent of the amount by which the total final negotiated cost is less than the total target cost.

(3) The total final price of the items referred to in paragraph (a) above shall be evidenced by a modification to this contract signed by the Contractor and the Contracting Officer. Such price shall not be subject to revision notwithstanding any changes in the cost of performing the contract, with the following exceptions:

(i) insofar as the parties may agree in writing, prior to the determination of the total final price, (A) to exclude any specific elements of cost from the total final price and (B) to a procedure to provide subsequent disposition of such elements; and

(ii) to the extent any adjustment or credit is explicitly permitted or required by this or any other clause of this contract.

(e) Subcontracts. No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(f) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within sixty (60) days after the date on which the data required by (c) above are to be submitted, or within such further time as may be specified by the Contracting Officer, such failure to agree shall be deemed to be a dispute within the meaning of the "DISPUTES" clause of this contract and the Contracting Officer shall promptly issue a decision thereunder.

(g) Termination. If this contract is terminated prior to establishment of the total final price, prices of supplies or services subject to price revision under this clause shall be established pursuant to this clause for (i) completed supplies accepted by the Government and services performed and accepted by the Government, and (ii) in the event of a partial termination, supplies and services which are not terminated. The termination shall be otherwise accomplished pursuant to other applicable clauses of this contract.

(h) Equitable Adjustment Under Other Clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the ceiling price, the total target profit or both. If such an adjustment is made after the total final price is established, adjustment shall be made only in the total final price.

(i) Exclusion From Target Price and Total Final Price. Whenever any clause of this contract provides that the contract price does not or will not include an amount for a

specific purpose, such provision shall mean that neither any target price nor the total final price includes or will include any amount for such purpose.

(j) Separate Reimbursement. The cost of performance of an obligation that any clause of this contract expressly provides is at Government expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(k) Taxes. As used in the "FEDERAL, STATE, AND LOCAL TAXES" clause of this contract or any other clause of this contract that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price, or if it has been established, the total final price. When a provision in such clause requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, such increase or decrease shall be made in the total target price and, in the same amount, the ceiling price or, if it has been established, in the total final price, so as not to affect the Contractor's profit or loss on this contract.

(End of Clause)

* Insert applicable period of time.
** Insert other clauses as applicable.
*** Insert applicable percentages.

NOTES

⇒ Insert a Note regarding the separate application of the clause to: the basic contract work and to each option; to each line item of the contract; to specified groups of line items; or to other appropriate groupings. Or, if appropriate, insert a Note that the clause applies to the total amounts of the listed line items.

Applicable only to craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

52.246-2 INSPECTION OF SUPPLIES--FIXED PRICE (JUL 1985) – ALTERNATE I (JUL 1985) (DEVIATION)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to the vessel(s), raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain, prior to and at all times during manufacture, an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews

and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract nor impose any liability on the Government therefor.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before final acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right, in accordance with this clause and other clauses of this contract, including the clause entitled "DELIVERY OF COMPLETED VESSEL," either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions. Supplies rejected prior to preliminary acceptance as not conforming to this contract, and any Contractor responsible defects discovered during the guaranty period, in accordance with the clause entitled "GUARANTY PERIOD," shall, at the election of the Government be replaced or corrected either by the Government or by the Contractor. The Government will, whenever practicable, afford the Contractor an opportunity to examine the nonconforming or defective supplies before they are replaced or corrected. If the Government elects to effect replacement or correction by the Government, the Government shall equitably reduce the target price or, if established, the total final price.

(g) The Contractor shall remove supplies rejected or required to be corrected by the Contractor. However, the Contracting Officer may require or permit correction in place, promptly after notice. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when

required, shall disclose the corrective action taken. Subject to the provisions of paragraph (i) below, cost of removal, replacement, or correction shall be considered a cost incurred, or to be incurred, in the total final negotiated cost fixed under the incentive price revision clause. However, replacements or corrections by the Contractor after the establishment of the total final price shall be at no increase in the total final price.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and equitably reduce the target price or, if established, the total final price or (2) may terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and equitably reduce any target price or, if it is established, the total final contract price. Failure to agree to a price reduction shall be a dispute.

(i) The cost of any removal, replacement or correction for which the Contractor is responsible shall be borne by the Contractor in accordance with paragraphs (g) and (h) above and the clause entitled “INCENTIVE PRICE REVISION—FIRM TARGET”, except that the liability of the Contractor for the correction of defects discovered during the guaranty period (other than defects resulting from fraud or gross mistakes amounting to fraud) shall be limited as set forth in the clause entitled "LIMITATION OF CONTRACTOR'S LIABILITY FOR CORRECTION OF DEFECTS." An increase in the contract price on account of any replacement or correction for which the Contractor is not responsible shall be determined pursuant to the clause of this contract entitled "CHANGES."

(j)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(k) The Government shall accept or reject supplies as provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(l) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before final acceptance. Final acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud or as otherwise provided in the contract.

(m) If final acceptance is not conclusive for any of the reasons in paragraph (l) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in any target price or if it is established, the total final price of this contract, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in any target price, or if it is established, the total final price of this contract, if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and equitably reduce any target price or, if it is established, the total final price of this contract.

(End of Clause)

Applicable only to fixed-price incentive craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

52.246-2 INSPECTION OF SUPPLIES--FIXED PRICE (JUL 1985) (DEVIATION)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to the vessel(s), raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain, prior to and at all times during manufacture, an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract nor impose any liability on the Government therefor.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before final acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises, provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right, in accordance with this clause and other clauses of this contract, including the clause entitled "DELIVERY OF COMPLETED VESSEL," either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions. Supplies rejected prior to preliminary acceptance as not conforming to this contract, and any Contractor responsible defects discovered during the guaranty period, in accordance with the clause entitled "GUARANTY PERIOD," shall, at the election of the Government be replaced or corrected either by the Government or by the Contractor. The Government will, whenever practicable, afford the Contractor an opportunity to examine the nonconforming or defective supplies before they are replaced or corrected. If the Government elects to effect replacement or correction by the Government, the Government shall equitably reduce the contract price.

(g) The Contractor shall remove supplies rejected or required to be corrected by the Contractor. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor, subject to the provisions of paragraph (i) below. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the

Contractor or (2) may terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable pride reduction. Failure to agree to a price reduction shall be a dispute.

(i) The cost of any removal, replacement or correction for which the Contractor is responsible shall be borne by the Contractor in accordance with paragraphs (g) and (h) above, except that the liability of the Contractor for the correction of defects discovered during the guaranty period (other than defects resulting from fraud or gross mistakes amounting to fraud) shall be limited as set forth in the clause entitled "LIMITATION OF CONTRACTOR'S LIABILITY FOR CORRECTION OF DEFECTS." An increase in the contract price on account of any replacement or correction for which the Contractor is not responsible shall be determined pursuant to the clause of this contract entitled "CHANGES."

(j)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(k) The Government shall accept or reject supplies as provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(l) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before final acceptance. Final acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud or as otherwise provided in the contract.

(m) If final acceptance is not conclusive for any of the reasons in paragraph (l) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement.

When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of Clause)

Applicable only to firm fixed-price craft and/or shipbuilding procurements. Deviation requires SEA 02/02B approval.

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989) (NAVSEA VARIATION I) (SEP 1990)

The Government may require the delivery of the numbered line item(s)/subline item(s), identified in the Schedule as an option item(s), in the quantity and at the price(s) stated in the Schedule. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option, in whole or in part up to the total quantity specified in the option item, whether or not it has exercised other options. Option(s) shall be exercised, if at all, by written or telegraphic notice(s) signed by the Contracting Officer and sent within the time(s) specified below:

ITEM(S)	LATEST OPTION EXERCISE DATE

(End of Clause)

Applicable to fixed-price type procurements containing options. In the event that circumstances exist which make this clause unsuitable for the procurement, the negotiator shall develop an option Note for inclusion in Section B.

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989) (NAVSEA VARIATION II) (SEP 1990)

(a) By written notice to the Contractor, the Contracting Officer may exercise, if at all, any of the Option Items identified in Section B and require the Contractor to provide, within the performance period specified in Section F, the work described in Section C for such Option(s) Item(s) at the estimated cost and base fee set forth in Section B. The option(s) may be exercised after the Contractor's receipt of the Specification Work Package

prepared by the Planning Supervisor in accordance with the procedures stated in Section C, but in any event, the Option(s) shall be exercised, if at all, on or before the following dates:

FISCAL YEAR	ITEM	LATEST OPTION EXERCISE DATE

(b) The exercise of any item identified under Section B as an Option Item shall also extend the period of performance for the Contract Data Requirements List, DD 1423, Exhibit _____ and the Provisioning Documentation, Exhibits _____, ____ and _.

(End of Clause)

Applicable to ship repair/overhaul procurements containing options. In the event that circumstances exist which make this clause unsuitable for the procurement, the negotiator shall develop an option Note for inclusion in Section B.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (MAR 2000)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(S)	LATEST OPTION EXERCISE DATE

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

(End of Clause)

Applicable to cost type pocurements containing options. In the event that circumstances exist which make this clause unsuitable for the procurement, the negotiator shall develop an option Note for inclusion in Section B.

52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (JUL 2000) (NAVSEA VARIATION) (JUL 2000)

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

"Original contract price" - For purposes of establishing penal amounts, the original contract price is defined as the sum of the price(s) under the "Amount" column in Section B for Contract Line Item Number(s) _____ at contract award; or for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to _ percent (_____%) of the original contract price OR $_____, and a payment bond (Standard Form 1416) in an amount equal to _____ percent (_____%) of the original contract price OR $_____.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within _____ days, but in any event, before starting work. Failure to provide the bonds may result in a termination for default.

(d) The Government may require additional performance and payment bond protection when the contract price is increased, including option exercise. The Government may secure additional protection by directing the Contractor to increase the penal amounts of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds on notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, N.W., 2nd Floor, West Wing, Washington, DC 20227.

(f) The surety or sureties of such bonds shall be acceptable to the Contracting Officer in accordance with the requirements of FAR Subpart 28.2. If the Contractor chooses to submit a permissible alternative type of security listed in FAR 28.204 in lieu of a corporate or individual surety for the bond, the Contractor must utilize the appropriate bond forms (i.e.,

SF 1418 and SF 1416), together with the alternative security. In accordance with FAR 28.204, the Contractor shall execute the bond forms as principal and a statement shall be incorporated in the bond form pledging the security.

(End of Clause)

Applicable to craft procurements.

52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001) (NAVSEA VARIATION) (MAY 1993)

(a) Definitions. As used in this clause:

(1) "Design and manufacturing requirements" include drawings, specifications, statements of work, structural and engineering plans, and manufacturing particulars, including precise measurements, tolerances, processes, materials, and finished product tests;

(2) "Essential performance requirements" means the operating capabilities and maintenance and reliability characteristics specified in the specification and/or statement of work; "essential performance requirements" does not include performance characteristics that are described as goals or objectives;

(3) "Alternate source contractor" means a contractor which did not develop the portion of the design requiring redesign;

(4) A unit shall be considered to have been "manufactured" when it has been accepted by the Government (either finally or conditionally); and

(5) "At no additional cost to the United States" means at no increase in _____.

(b) Notwithstanding inspection and/or acceptance by the Government of the supplies furnished under this contract, any term or condition of this contract concerning the conclusiveness thereof, or any other term or condition of this contract, the Contractor warrants:

(1) That line item(s) _____ will conform to the design and manufacturing requirements of the contract;

(2) That line item(s) _____, at the time of acceptance by the Government, will be free from all defects in materials and workmanship; and

(3) That line item(s) _____ will conform to the essential performance requirements of the contract;

provided, however, that with respect to Government-furnished property, the Contractor's above-stated warranties shall extend only to its proper installation, unless the Contractor performs some modification or other work on such property, in which case the Contractor's warranties shall extend to such modification or other work.

(c) The Contractor shall not be responsible under these warranties for any failure of line item(s) _____ to meet the conditions specified in (b)(1), (b)(2) or (b)(3), above, which is discovered more than _____ from the date of acceptance. In determining whether the failure was discovered prior to the expiration of the specified period, conditional acceptance shall not be considered to be acceptance. Rather, conditionally accepted supplies shall be considered to have been accepted as of the date the Contractor is notified by the Contracting Officer, in writing, that the condition has been satisfied or waived.

(d) Notwithstanding any other term or condition contained in this contract, in the event of a failure to comply with any of the warranties provided herein, the Contractor shall, at the election of the Government:

(1) Promptly take such action as may be necessary (e.g., repair, replace and/or redesign) to correct or, if so directed by the Government, partially correct the defect responsible for the failure at no additional cost to the United States. However, for alternate source contractors, redesign shall not be a remedy available to the Government if the alternate source contractor has not manufactured, at the time of agreement on the price of line item(s) _____, the first ten percent of the eventual total production quantity anticipated to be acquired from that alternate source contractor;

(2) Pay costs reasonably incurred by the United States in taking such correction action; and

(3) Provide an equitable adjustment in _____ in lieu of full correction of the failure.

(e) In seeking the remedies specified in (d)(1), (d)(2) or (d)(3) above, the Government may elect to exercise any one or combination of the specified remedies.

(f) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (c) of this clause and shall run from the date of final acceptance of the corrected or replaced supplies.

(g) The Contractor shall prepare and furnish to the Government data and reports applicable to any correction required under this clause (including the revision and updating of all affected data called for under this contract) at no additional cost to the United States. If the Contractor fails to prepare and furnish such data and/or reports or should the Government elect no to secure such data from the Contractor or another source, the Contractor shall pay

costs reasonably incurred by the Government in acquiring such data and/or reports, or the Government shall be entitled to an equitable adjustment in _____.

(h) When items covered by these warranties are returned to the Contractor pursuant to this clause, the Contractor shall pay the transportation costs and bear the risk of loss or damage from the place of delivery specified in the contract (irrespective of the f.o.b. point or point of acceptance) to the Contractor's plant and return to said place of delivery.

(i)The Contractor shall be notified in writing of any breach of the warranties set forth in paragraph (a) above within _____ days after discovery of the breach. The failure of the Contracting Officer to so provide timely notice of the breach, however, shall not diminish the rights the Government would otherwise have under this clause or any other term or condition of this contract.

(j) Notwithstanding any disagreement regarding the existence of a warranty breach, the Contractor shall promptly comply with any partial corrective action. In the event it is later determined that there was no warranty breach, the _____ shall be equitably adjusted.

(k) The warranty provisions herein of this clause no not cover combat damage, liability for loss, damage, or injury to third parties, or consequential damages.

(l) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights the Government may have under any other requirement of the contract. Disputes arising under this clause will be resolved in accordance with the clause entitled "DISPUTES" (FAR 52.233-1).

(m) The failure of the Government to assert its right under this clause with respect to any particular breach or breaches of a warranty provided herein shall not waive or otherwise diminish the Government's rights with respect to any subsequent breach of a warranty.

(End of Clause)

NOTES:

⇒ Section 847 of the National Defense Authorization Act for FY 1998 (P.L. 105-85) repealed the requirement for contractor guarantees on major weapon systems. It is now optional at the discretion of the PCO. See FAR 46.703.

Fill-ins

⇒ Insert the words “contract price” for firm-fixed-price contracts; or insert the words “target price or ceiling price” for fixed-price incentive contracts in the blank in paragraph (a)(5).

⇒ Insert the words “contract price” for firm-fixed-price contracts; or insert the words “target price or ceiling price” for fixed-price incentive contracts in the blank in paragraphs (d)(3), (g) and (j).

⇒ If the Contractor’s design rather than the Government’s design is to be used, insert the word “design,” before “materials” in paragraph (b)(2).

⇒ The first sentence of paragraph (c) may be modified, and/or additional sentences may be added, to provide for different warranty periods for different line items and warranties; however, the warranty period shall not terminate before operational use, operational testing or a combination of operational use and operational testing has demonstrated that the warranted item's design has satisfied the essential performance requirements.

⇒ The language in the last two sentences of paragraph (c) may be modified or deleted to fit particular circumstances.

This Warranty clause is for SAMPLE purposes only. Use shall be governed by the criteria at FAR 46.703.

HQ J-2-0001 BOA LANGUAGE FOR SECTION J

The following document(s), exhibit(s), and other attachment(s) form a part of this basic ordering agreement:

Contract Data Requirements List, DD Form 1423 – Exhibits _____, _____, page(s);

Contract Security Classification Specification, DD Form 254 – Attachment ___, ____ page(s);

(End of Text)

NOTES
⇒ List may be tailored. In accordance with DFARS 204.7105 (b)(1) and (b)(6), use alpha characters to identify exhibits and use numbers to identify attachments.

Applicable to all Basic Ordering Agreements (BOAs).

HQ J-2-0002 CONTRACT LANGUAGE FOR SECTION J

The following document(s), exhibit(s), and other attachment(s) form a part of this contract:

Contract Data Requirements List, DD Form 1423 – Exhibits _____, _____, page(s);

Shipping Instruction Data, NAVSEA Form 4336/1 – Attachment __, _____, page(s);

Financial Accounting Data Sheet(s) – Attachment _, _____, page(s);

Contract Security Classification Specification, DD Form 254 – Attachment _____, _____, page(s);

(End of Text)

NOTES
⇒ List may be tailored. In accordance with DFARS 204.7105 (b)(1) and (b)(6), use alpha characters to identify exhibits and use numbers to identify attachments.

Applicable to all procurements, except BOAs.

NBZ038 SUPPLY CLAUSES

The referenced clauses may be viewed in full text at the following website: http://farsite.hill.af.mil

PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic are prohibited as packing materials for items with a MARK FOR indicating a ship as the final destination. An itemized packing slip shall be included with each shipment citing the order number.

MARK FOR ADDRESS

Vendors are required to include the Order Number as part of the shipping address. (Block 2 of DD1155 or SF1449)

INVOICE NUMBER

In accordance with Title 5 of the Code of Federal Regulation (CFR), Part 1315, Prompt Payment, Final Rule, a vendor's invoice number (account number and/or any other identifying number agreed to by contract) is now required for a proper invoice.

NBZ063 COMMERCIAL ITEM TEST PROGRAM

This acquisition will be accomplished under the authority of the test program for commercial items "Section 4202 of the Clinger-Cohen Act of 1996", as implemented by FAR 13.5.

NBZ065 AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following person (s) are authorized to negotiate on its behalf with the Government in connection with this request for proposal or quotation (list names, titles, and telephone numbers of the authorized negotiators).

Name: _____
Title: _____
Telephone No.: _____

NBZ 077 WAGE DETERMINATION

Pursuant to Federal Acquisition Regulation (FAR) CLAUSE 52.222-41, Service Contract Act of 1965, as amended, the US Department of Labor Register Number _____, Revision No. ____, dated _____, is herby incorporated and shall apply to the period _____.

NNZ 5252.NS-049C EMPLOYMENT OF NON-U.S. CITIZENS (19 DECEMBER 2001) (FISC NORFOLK)
a. The Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603 (8 U.S.C. 1324a) requires employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.
b. By signing this proposal, the offeror certifies it has and will comply with IRCA, to include that it has verified the identity and employment eligibility of any individual employed who is or may be employed by the offeror and works under this contract. The offeror certifies further that it will ensure that proposed subcontractors employing

four or more individuals are in compliance with IRCA prior to the award of any subcontract for work under this contract.
c. Questions regarding compliance under the Act may be directed to U.S. Department of Justice, Immigration and Naturalization Service.

(End of clause)

NUZ CH801 LIABILITY FOR GOVERNMENT PROPERTY UNDERGOING SERVICES, REPAIRS OR MODIFICATION

As to Government property delivered to or picked up by the Contractor for servicing, repairs, modification, or for services preliminary thereto, the Contractor shall be fully liable as an insurer for any loss of or damage to such equipment or property while in its care, custody, or control arising from any cause whatsoever, and agrees to reimburse the Government in full for its account. Unless otherwise specified in the contract schedule, the Government retains title to any and all scraps, salvage, or other residual materials originating from said equipment or property.

NUZ E30 SURVEILLANCE OF FIRM-FIXED-PRICED SERVICES

a. The official(s) designated below shall be responsible for appropriate surveillance of all services to be performed under this contract.

Name and Code: @@

Activity: @@

Address: @@

Telephone No.: @@

b. When performance is at a Government site, the Contractor's representative shall contact the Government representative named above upon arrival at and departure from the work site. If access to a security area is required, continuous escort service for contractor's representative will be provided by the designated Government representative.

c. It is emphasized that only the Contracting Officer has authority to modify the terms of this contract; therefore in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When or if, in the opinion of the contractor, an effort outside of the existing scope of the contract is requested, the Contractor shall promptly notify the Administrative Contracting Officer (ACO) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer or ACO has issued a modification to the contract or has otherwise resolved the issue.

NUZ F501 DURATION OF CONTRACT PERIOD

This contract shall become effective on @@ or on the date of award, whichever is later, and shall continue in effect during the period ending @@ unless terminated or extended in accordance with other provisions herein.

NUZ F64 PLACE OF PERFORMANCE (SERVICES)

Services performed hereunder by the Contractor shall be performed at:

@@

NUZ H18 ORGANIZATIONAL CONFLICT OF INTEREST (JAN 1992) (NAVSUP)

This clause provides examples of certain organizational conflicts of interest which are prescribed by Federal Acquisition Regulation Subpart 9.5. The two (2) underlying principles which this clause seeks to avoid are preventing the existence of conflicting roles that might bias a contractor's judgment and preventing unfair competitive advantage. The following subsections prescribe certain limitations on contracting as the means of avoiding, neutralizing or mitigating organizational conflicts of interest.

(a) If, under this contract, the contractor will provide systems engineering and technical direction for a system, but does not have overall contractual responsibility for its development, integration, assembly, checkout or production, the contractor shall not be awarded a subsequent contract to supply the system or any of its major components, or to act as consultant to a supplier of any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and technical direction. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.

(b) If, under this contract, the contractor will prepare and furnish complete specifications covering nondevelopmental items, to be used in a competitive acquisition, the contractor shall not be permitted to furnish these items, either as a prime or subcontractor. The term of this prohibition shall endure for the entire period of this contract performance and for either two (2) years thereafter or the duration of the initial production contract, whichever is longer. This rule shall not apply to contractors who furnish specifications or data at Government request or to situations in which contractors act as Government representatives to help Government agencies prepare, refine or coordinate specifications, provided this assistance is supervised and controlled by Government representatives.

(c) If, under this contract, the contractor will prepare or assist in preparing a work statement to be used in competitively acquiring a system or services, the contractor shall not supply the system, its major components, or the service unless the contractor is the sole source, the contractor has participated in the development and design work, or more than one contractor has been involved in preparing the work statement. The term of this prohibition shall endure for @@.

(d) If, under this contract, the contractor will provide technical evaluation of products or advisory and assistance services, the contractor shall not provide such services if the services relate to the contractor's own or a competitor's products or services unless proper safeguards are established to ensure objectivity.

(e) If, under this contract, the contractor gains access to proprietary or source selection information of other companies in performing advisory assistance services for the Government, the contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. A separate agreement shall be entered into between the contractor and the company whose proprietary information is the subject of this restriction. A copy of this agreement shall be provided to the Contracting Officer.

ASIANNECO ASIANECO

NBZ008 INSPECTION AND ACCEPTANCE BY DCMC

Inspection and acceptance of the supplies to be furnished shall be made prior to shipment to destination by representatives of the Defense Contract Administration Service at the contractor or subcontractor’s plant to ensure compliance with the requirements of the contract. No special

tests or procedures are specified. When the contractor presents commercial products or off-the-shelf items, the Government inspector is authorized to limit inspection to those actions, which can be performed. Acceptance is to be evidenced on the DD Form 250, Material Inspection and Receiving Report.

NBZ009

DOD EMALL

The Department of Defense has developed an electronic web-based ordering system that adds value and streamlines the acquisition process for the military and other federal government customers. This electronic portal is the DOD EMALL (http://www.emall.dla.mil), which allows worldwide government users to "shop" via a web for their requirements in a safe and sanctioned location. The DOD EMALL is part of the Office of the Secretary of Defense's Acquisition Domain.

Prospective awardees must visit the DOD EMALL website to find out how to become a DOD EMALL supplier. You can visit the DOD EMALL without registering; however, unregistered visitors cannot see prices. Participation on the DOD EMALL is free of charge to all contractors.

After award of this contract, the contractor will be required to develop, load and maintain current prices on the DOD EMALL in accordance with contract terms and conditions. DOD EMALL contractors must accept Government Purchase Card (GPC) as a method of payment; provide prices with catalog content in a timely manner (within time specified in this solicitation and the contract); complete a Supplier Information Page; fulfill orders placed through DOD EMALL and honor prices stated in catalog; update catalog as necessary and permitted by the terms of the contract but must coordinate with contract specialist; and provide delivery information online (____ Days After Receipt of Order (ARO)). The contracting officer will assist the contractor in filling out the DOD EMALL Supplier Information Sheet, to be provided after award. The contracting officer will forward the completed Supplier Information Sheet to a DOD EMALL Supplier Account Manager (SAM). The SAM representative will work with the contractor to create a catalog for the DOD EMALL, to explain the process of getting a catalog on the DOD EMALL, and to supply any needed documents.

ELECTRONIC COMMERCE CAPABILITY

Contractors are required to have the following minimum electronic commerce capabilities: the ability to use electronic mail and the Internet for the transfer of acquisition data (i.e., requests for pricing and delivery, invoices, shipping documents, and raster or vector format technical drawings, if required under the contract); a Worldwide Web browser (Internet Explorer 4.0 or greater, or Netscape 4.06 or greater); and download capability of at least 33.6 KBPS (higher speeds are preferred).

The contractor must be capable of accepting payment via Government Purchase Cards. Contractors must certify they will meet the Electronic Commerce Capability requirements if awarded a contract. Awardees participating on the DOD EMALL must have Pretty Good Privacy (PGP) or compatible encryption software to ensure the security of customer information such as Government Purchase Card (GPC) account numbers.

AUTHORIZED USERS

Authorized ordering officers under this contract will be _____*.

*Contract Specialist will list authorized users if limited to certain customers or a statement such as "Ordering under this contract is decentralized and any authorized government purchase cardholder within the Department of Defense, or other federal agencies, is authorized to place an order or call against this contract.

ORDER AND PAYMENT PROCESS

It is anticipated that most orders under this contract will be placed through the DOD EMALL. However, the Government retains the right to place orders other than electronically (in person, by phone, etc.). Electronic orders under this contract will be placed through Electronic Data Interchange (EDI) or encrypted e-mail from authorized government purchase cardholders ordering on-line. The EDI orders status will be in conformance with ANSI X12 version 3050.

Order status shall be provided using the contractor's current customer support system. The DOD EMALL has an online capability for the supplier to enter order status. In addition, online order status can be provided by EDI transaction set 855. For contractors interested in providing EDI order status, select the 855 messages you could provide:

____1. Supplier acknowledges order
____2. Supplier acknowledges order and intends to ship on the following date: xx xxx xx
____3. Supplier acknowledges order and did ship on the following date: xx xxx xx

The contractor is required to submit reports to the Contracting Officer on orders placed against the contract. The Contracting Officer shall designate the details and frequency of the reports.

The GPC will be used as the primary method of payment for orders placed against this contract. Orders placed against this contract utilizing the GPC, as the method of payment will be limited to the cardholder's specific dollar limitation.

PHASE-IN PERIOD

Contractor must be prepared to accept, transmit, and process orders within ____ *days after the effective date of the contract. During this period, a test will be performed with the DOD EMALL to check the search capability and an end-to-end simulated purchase.

*Contract Specialist fills-in.

PERFORMANCE

The contractor will be responsible for ensuring that all orders placed through the DOD EMALL are completed. The Contracting Officer will evaluate performance of the contractor periodically to ensure the extent and quality of contractor conformance to the contract.

NBZ014 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

Name:
Mailing Address:
Telephone No.:

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

(To be filled in at time of award)
Name:
Mailing Address:
Telephone No.:

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort outside the existing scope of the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the Contracting Officer (ordering officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the delivery order; or until the issue has been otherwise resolved.

(e) In the event that the COR named above us absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR.

NBZ043 FREEDOM OF INFORMATION ACT (FOIA)

UNIT PRICES

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

NUZ A1 AWARD INFORMATION

1. Items @@ are awarded for a total amount of $ @@ . [FFP]
Items @@ are awarded for a total MAX amount of $ @@ . [FFP IDIQ]
Items @@ are awarded for a total EST amount of $ @@ . [FFP requirements]
Items @@ are awarded for a total NTE amount of $ @@ . [TM,LH]
Items @@ are awarded for a total EST amount of $ @@ and items @@ are awarded for a total NTE amount of $ @@. [CPFF]

2. Delivery of items @@ is within @@ days after date of contract.
Period of performance is from @@ through @@ .

3. Amendments @@ through @@ are incorporated in full.

4. Contractor letter/proposal dated @@ is incorporated by reference (or in full).
Contractor's Small Business Subcontracting Plan is incorporated in full as Attachment @@ .
The Material Safety Data Sheet for @@ is incorporated in full as Attachment @@ .

5. Sections K, L and M of Contractor's offer dated @@ are incorporated by reference.
Pages @@ to @@ of Contractor's offer/quote dated @@ are incorporated by reference.

6. The Government reserves the right to exercise option years @@ (Lots @@) in accordance with clause 52.217-9.

7. The Contractor's standard warranty is hereby incorporated in full and is accepted pursuant to the provisions set forth in the paragraph entitled "Standard Warranty."

8. CONTRACT TYPE – This is a @@ type contract.

9. CONTRACTOR POINT OF CONTACT (POC)
The Contractor's POC is @@
Phone: @@
FAX: @@
E-Mail: @@

10. CONTRACT ADMINISTRATION – DCMA @@ (phone @@) is hereby assigned administration of this contract. As such, DCMA @@ is delegated the authority to perform all functions listed in FAR 42.302(a) and FAR 42.302(b) to the extent applicable to this contract.

11. The FISC Puget Sound POC for contract administration is:
Name: @@
Phone: @@
Fax: @@
E-Mail: @@

12. INVOICES - To ensure payment, invoices must include a vendor invoice number.
Send invoices to: @@

Non-electronic payment requests shall be submitted by @@ [specify if "facsimile" or "conventional mail" after KO consult with payment office when WAWF is not used].

13. REMIT TO ADDRESS:

14. TAC CODE - Transportation charges authorized, allowable and incurred under this contract shall be chargeable to NAVY TAC NUMBER @@ .

15. Payment Instructions for Multiple ACRN CLINS.
Unless otherwise specified in a task/delivery order, payments under line items with multiple ACRNs shall be made in alphabetical sequence (i.e. all of ACRN AA, then all of ACRN AB, etc.).
[Use if (a) include line item with multiple ACRNs; (b) include TM/LH or cost-reimbursement line item; or (c) authorize financing payments.]

16. POSTERS - Clause 52.222-26 (EEO) requires you to display the poster entitled "Equal Employment Opportunity is the Law". In addition, clauses 52.222-20 (Walsh-Healey) and 52.222-41 (Service Contract Act) require that you display the poster entitled "Notice to Employees Working on Government Contracts". These posters can be downloaded from the following web site: http://www.dol.gov/osbp/sbrefa/poster/main.htm

NUZ B500 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of $@@ worth of orders at the contract unit price(s). The recording of the obligation of funds associated with the guaranteed minimum amount under the basic contract will be issued under task order(s)/delivery order(s) immediately upon award of this contract. The maximum quantity is the total "not to exceed" quantity for each item as set forth in the schedule. The maximum quantity is not to be exceeded without prior approval of the Administrative Contracting Officer.

NUZ C3 REQUIRED STANDARD OF WORKMANSHIP

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

NUZ C7 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT

An attachment hereto sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor.

If a Wage Determination is not attached hereto, it has been requested from the Department of Labor and will be incorporated into the solicitation/contract when it is received.

NUZ C15 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part time basis) any active duty Navy personnel or Navy civilian employee without the prior approval of the Contracting Officer. Such approval may be given in circumstances where it is clear that no laws and no DOD or Navy instructions, regulations, or policies might be contravened and no appearance of a conflict of interest will result.

NUZ 30 LOCATION OF CONTRACTOR'S FACILITY

The nature of the work required by the proposed contract will require close liaison. THEREFORE, THE CONTRACTOR'S FACILITY IN WHICH THE MAJORITY OF THE WORK UNDER THE CONTRACT IS PERFORMED MUST BE LOCATED WITHIN A COMMUTING TIME OF @@ HOUR(S). The facility must have adequate buildings or equipment sufficient for performance of the work required, and must be or can be cleared for @@ and does have or can be made to include @@ storage capability. Supervision, management and

administration of the contractor's present or proposed facility shall be within the geographical location requirement herein.

Contractors located outside the commuting area shall submit a letter of intent to establish such facility within the specified area. The letter of intent must state the offeror's anticipated date (days after contract award) for such facility, the geographic location, and the description of the facilities to be offered.

NUZ CH800 RESTRICTIONS ON PRIVATE LAND MOBILE RADIO SERVICES (PSNS)

1. Definition: "Land mobile radio (LMR)," as used in this contract, means any radio or radio system as defined by CFR Title 47, Telecommunications, Chapter 1 - Federal Communications Commission.

2. Employees and subcontractors of the Contractor shall turn off all their LMR equipment prior to entry into the outer gates of the Naval Shipyard Puget Sound (NAVSHIPYDPUGET). Operation, even in the receive mode, will not be permitted from the motor vehicle or hand-held radio equipment without the prior written permission from the Frequency Manager's office and NAVSHIPYDPUGET Security (see paragraph 3 below). Contractor LMR equipment may be operated within the confines of the Shipyard and the Controlled Industrial Area (CIA) after written permission is obtained, provided the following requirements are followed:

a. Transmissions on contractor radios shall be strictly limited to those needed to support completion of the contracts for which permission was granted in accordance with paragraph 3 below.

b. Operators shall not transmit in Nuclear Work Areas, Controlled Nuclear Information Areas or Classified Work Areas, or outside the areas designated on the authorization memorandum from NAVSHIPYDPUGET Security.

c. Operators shall not transmit within 15 feet of a Shipyard computer or a Shipyard computer terminal.

d. No information shall be transmitted relative to Shipyard industrial operation, ship movements, or information concerning emergencies (actual or simulated) involving the Shipyard.

e. Precautions shall be taken to prevent inadvertent transmissions or changes of frequencies from that submitted on the Radio Operations Request form (see Attachment to this solicitation/contract); i.e., locked key pad, locked push-to-talk button, etc.

f. Transmitter spurious and/or harmonic radiations shall be within FCC design specifications and shall not cause interference with radio frequencies and/or any electronic or electrical equipment used at the Shipyard complex.

g. Each operator shall be aware that a cease transmission order from cognizant Security personnel, the Industrial Watch Officer, or the Shipyard Frequency Manager, must be immediately obeyed.

3. If desired, the Contractor shall request permission to operate LMR equipment inside NAVSHIPYDPUGET by completing the attached PSNS Form 2093/1 and submitting it to the Contracting Officer. The Contracting Officer will coordinate permission with the NAVSHIPYDPUGET Frequency Manager (Code 1124.1, (360) 476-3356). An authorization sticker for each approved LMR will be issued. Under no circumstances shall the Contractor permit use of its land mobile radio equipment within the outer gates of NAVSHIPYDPUGET until permission has been formally stated in the contract award or by modification.

NUZ CH804 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL

a. Permission to visit. Whenever Contractor personnel are required to perform work aboard a ship of U.S. Navy or associated Shore Facility, the Contractor shall submit a written request to visit that ship/facility to the facility or ship Security Officer and to Code @@ .

(1) For classified visits, the visit request shall include all information required by Chapter 6 of DoD 5220.22-M "National Industrial Security Program Operating Manual (NISPOM)".

(2) For unclassified visits, the visit request shall include the following information on each person visiting the user agency's facility or ship. The request shall be on company letterhead stationery with company address/telephone number and provide the following information:

Name_____
Job Title/Position_____
Government Security Clearance, if any _____
SSN_____
Date/Place of Birth_____
Citizenship_____
Current Residence Address_____
Length of Visit (if known)_____

b. Citizenship. No employee or representative of the Contractor shall be admitted to any facility or ship of the U.S. Navy unless satisfactory proof of citizenship of the United States has been furnished.

c. Access Badge. Each contractor/subcontractor employee must obtain an access badge prior to visiting or performing work on a Government installation. Two pieces of identification and a completed copy of the Department of Homeland Security Form I-9 "Employment Eligibility Verification" are required prior to issuance or reissuance of an access badge. Form I-9 is available at the following website:
http://www.uscis.gov/graphics/formsfee/forms/i-9.htm.

d. Compliance with Security Regulations.

(1) The Contractor shall comply with the security regulations in force at @@ . Company-granted clearances are not valid for access to restricted areas or information. If access to these areas or information is involved, contractor personnel must possess a Government-granted clearance based on formal investigative actions. Contractor personnel may be required to fill out a form regarding involvement with alcohol or dangerous drugs, police records, relatives living abroad, and personal foreign travel as a condition for receiving a clearance.

(2) If applicable, special security provisions for access to classified information are set forth in the attached DD Form 254, Contract Security Classification Specifications.

(3) It is the Contractor's responsibility to collect and account for all personnel identification passes/badges and vehicle passes issued to his employees when no longer needed. The Contractor must return all passes/badges to the facility security office within three (3) days of the separation of an individual from employment on this contract.

(4) It is the Contractor's responsibility to assure that his employees are aware of, and comply with, the security requirements of the facility or ship as set forth in the contract and as explained at the pre-award or post-award conference, if applicable. Noncompliance by an individual can result in denial of access to the facility or ship.

(5) If a Contracting Officer's Representative (COR) is appointed in this contract, a listing of persons employed on the contract indicating that they have been briefed on the facility/ship security requirements shall be submitted to the COR within 14 days after award of the contract. The list is in addition to that shown in paragraphs a, b, and c above. The list shall also include a description of all company vehicles, including road equipment and office supply trailers, to be employed on the facility, along with license numbers, if applicable. The Contractor shall promptly notify the COR of any changes to the list.

NUZ D14 HAZARDOUS MATERIAL, PREPARATION FOR DELIVERY

1. The preservation, packaging, and packing of hazardous materials shall be in accordance with the requirements of one of the regulations listed below, depending upon the mode of shipment. In the event of any discrepancies between the contract requirements and these regulations, the applicable regulation shall govern. Shipments must be packaged, packed, marked, labeled and certified in proper condition for transportation according to the following appropriate regulation:

a. Department of Transportation Code of Federal Regulations, Title 49, parts 100-199, as applicable, for domestic shipments;

b. U.S. Postal Service Publication #52 for shipments via the U.S. mail system;

c. International Maritime Organization's (IMO's) International Maritime Dangerous Goods Code (IMDGC) for shipments intended for delivery overseas via water transportation;

d. International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods By Air or International Air Transport Association (IATA) Dangerous Goods Regulation for shipment via commercial air; and

e. AFJMAN 24-204 (formerly AFR 71-4)/TM 38-250/NAVSUP PUB 505/MCO P4030.19/DLAM 4145.3 (Preparing Hazardous Material for Military Air Shipments).

2. Address/Commodity marking and labeling requirements shall be in accordance with MIL-STD-129 and the appropriate governing regulation for the mode of shipment.

3. Unless otherwise stated below, assume surface transportation.

@@

4. Limited Quantities. If an item offered for transportation falls within the guidelines of a limited quantity and is not regulated by the applicable mode of transportation, it shall be packaged to meet the requirements of Level A packaging listed in MIL-STD-2073-1.

5. In addition to the above, packaging (container and containment components) designs shall pass all applicable performance-oriented packaging (POP) tests in accordance with Title 49 CFR, the ICAO, IATA or IMDGC. Compressed gases are excluded from these tests. Each packaging of acceptable design shall bear certification markings outlined in the regulations. All certificates and test reports denoting test compliance shall be available for inspection by authorized government representatives.

6. Contractors shall submit any discrepancies between contractually specified packaging procedures and Title 49 requirements to the Contracting Officer for review and evaluation.

7. Non-Manufactured Wood Packing. All non-manufactured wood utilized in wood pallets and wood containers shall be heat treated to a minimum core temperature of 56 degrees centigrade for 30 minutes and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC). Refer to www.aphis.usda.gov/ppq/swp/eunmwp.html for wood packing policy, enforcement regulations and accredited agencies. Non-coniferous (hardwood) and manufactured wood, such as particleboard and plywood, are exempt from this requirement.

NUZ E26 CONSTRUCTIVE ACCEPTANCE

In accordance with FAR 32.904(b)(1)(ii)(B)(4), the Contracting Officer has determined that more than seven days are needed for constructive acceptance. The following number of days for constructive acceptance applies to paragraph (a)(5)(i) of FAR Clause 52.232-25, "Prompt Payment", which is incorporated by reference:

@@ days for constructive acceptance.

NUZ E30 SURVEILLANCE OF FIRM-FIXED-PRICED SERVICES

a. The official(s) designated below shall be responsible for appropriate surveillance of all services to be performed under this contract.

Name and Code: @@

Activity: @@

Address: @@

Telephone No.: @@

b. When performance is at a Government site, the Contractor's representative shall contact the Government representative named above upon arrival at and departure from the work site. If access to a security area is required, continuous escort service for contractor's representative will be provided by the designated Government representative.

c. It is emphasized that only the Contracting Officer has authority to modify the terms of this contract; therefore in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When or if, in the opinion of the contractor, an effort outside of the existing scope of the contract is requested, the Contractor shall promptly notify the Administrative Contracting Officer (ACO) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer or ACO has issued a modification to the contract or has otherwise resolved the issue.

NUZ F500 TIME OF DELIVERY (INDEFINITE DELIVERY CONTRACTS)

The articles (services) to be furnished hereunder shall be delivered (performed) within @@ after the date of each order placed, except that when the needs of the Government permit, orders may provide a longer time for delivery.

NUZ F501 DURATION OF CONTRACT PERIOD

This contract shall become effective on @@ or on the date of award, whichever is later, and shall continue in effect during the period ending @@ unless terminated or extended in accordance with other provisions herein.

NUZ F63 PLACE OF DELIVERY - DESTINATION

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to: @@

(b) Bids submitted on a basis other than F.O.B. destination will be rejected as nonresponsive and offers may be deemed unacceptable.

NUZ F64 PLACE OF PERFORMANCE (SERVICES)

Services performed hereunder by the Contractor shall be performed at:

@@

NUZ F71 DELIVERY NOTIFICATION REQUIREMENTS

a) The contractor shall notify the designated point of contact (POC) listed below 24 hours prior to delivery of supplies to Commander Navy Region Northwest (CNRNW) commands listed below. This notification shall include the following information:

1) Name of vendor supplying the material
2) Item(s) to be delivered
3) Name of delivery/drayage contractor delivering item(s)
4) Expected time of delivery
5) Name of driver(s), if known
6) Type of delivery vehicle, if known

b) Notice shall be provided by FAX to the applicable POC listed below:

Commands	POC	PHONE	FAX
Naval Base Kitsap-Bremerton Annex	Peter Llanes	360-476-7850	360-476-8939
Naval Base Kitsap-Bangor Annex	Marian Esguerra	360-396-4135	360-396-7444
Puget Sound Naval Shipyard	Central Dispatching	360-476-7346	360-476-8414
FISC Puget Sound / DDPW	Dispatch Clerk	360-476-7850	Phone for Appt.
NAVSTA Everett	Customer Service	425-304-4007	425-304-4010
NAS Whidbey	Anne Monroe	360-257-6482	360-257-2387
NUWC Keyport	Judy Parks	360-396-2935	360-396-2598
Naval Hospital Bremerton	Cynthia Hellenga	360-475-4530	360-475-4355
Manchester Fuel Depot	Vicky Clark	360-476-2135 x221	360-476-8305

c) Prior notification is not required for regularly scheduled deliveries with badged drivers in trucks with DOD decals.

d) All deliveries to CNRNW commands must pass through the base Truck Inspection Station. All delivery vehicles and any weight handling equipment are subject to inspection. Drivers should expect delays due to heightened security.

e) Drivers entering the Controlled Industrial Area (CIA) within Puget Sound Naval Shipyard and the Operations Area of Naval Base Kitsap-Bangor Annex MUST be United States citizens and should be prepared to provide appropriate proof of U.S. citizenship to security personnel.

NUZ G2 APPOINTMENT OF PROPERTY ADMINISTRATOR

The person named below is hereby designated by the Contracting Officer as the Property Administrator to insure compliance with the contract requirements and the provisions of the Federal Acquisition Regulations Part 45 with respect to the control of Government property.

Name: @@ Code: @@

Activity: @@

Address: @@

Phone No: @@

NZZSUP 5252.216-9402 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS)(JAN 1999):

Oral orders may be placed providing the following conditions are complied with:

(a) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(b) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.

(c) Invoices for supplies or services furnished in response to oral orders will be accompanied with a received copy of each related delivery ticket.

(d) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(e) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one oral order is consolidated for a single confirmation

NZZSUP 5252.225-9401 JAPANESE CONCILIATION CLAUSE (JAN 1992)

(a) Except as otherwise provided in this contract, any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the U.S.-Japan Joint Committee for Conciliation, in accordance with paragraph 10, Article XVIII, of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America. Request by the Contractor for conciliation shall be made in accordance with the procedures provided herein.

(b) In the event the Contractor desires conciliation after the decision of the Contracting Officer has been served upon him, he will first file his appeal from such findings of fact within the time limits described therein before filing request for conciliation with the Joint Committee and then request for appellate authority under the clause of this contract entitled DISPUTES to suspend its action on his appeal until such time as the Joint Committee has had an opportunity for effecting conciliation.

(c) The request for conciliation will be submitted by the Contractor through the nearest local Japanese Defense Facilities Administration Bureau to the Contract Conciliation Panel of the Joint Committee. Upon the filing of the request with the Joint Committee, the Contractor will immediately notify the Contracting Officer in writing that the request for conciliation has been filed.

(d) In the event the disagreement submitted to the Joint Committee under subparagraph (b) above has been received through conciliation, it will be the responsibility of the Contractor to notify the appellate authority designated in the clause of this contract, entitled DISPUTES, of the settlement of the dispute and to withdraw his appeal.

(e) In the event the Contractor who has submitted a request for conciliation to the Joint Committee under subparagraph (b) above desires, notwithstanding the pending request for conciliation, that action by the appropriate authority under the clause of this contract entitled DISPUTES be resumed on his appeal, it is his responsibility to so request the said authority in writing. The Joint Committee shall be immediately informed by the Contractor of his action taken hereunder.

(f) No request for conciliation can be submitted to the Joint Committee in the case of a dispute upon which the final decision of the appropriate authority under the clause of this contract entitled DISPUTES has been rendered. Pending a hearing before the conciliation panel the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. The provisions of this clause shall not prejudice any right which the parties to the contract may have to file a civil suit.

NZZSUP 5252.233-9400 CHOICE OF LAWS (JUN 1994)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is to be performed and agrees to accept the exclusive jurisdiction of the Armed Services Board of Contract Appeals and the United States Claim Court for the hearing and determination of any and all disputes that may arise under the Dispute clause.

NZZYOK0008 CUSTOMS AND TAX EXEMPTION (OCT 1992)(YOK)

(a) The Contractor shall, notwithstanding any other clause in this contract to the contrary, be required to submit a request in writing to the Contracting Officer for issuance of a Tax Exemption Certificate for any import duties and all taxes paid or to be paid from which the U.S. Government is entitled to an exemption. These taxes and duties are enumerated in Article XII of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the Governments of the United States of America and Japan, regarding facilities areas and the status of United States Armed Forces in Japan. The Contractor's request shall include the following information:

(1) Name of contractor;

(2) Contract number and job order number (if applicable);

(3) Nomenclature of taxable material to be delivered and intended use;

(4) Quantity of taxable material used or to be delivered; and

(5) Period of taxable material use.

(b) In the case of gasoline and other petroleum products, the Contractor shall be responsible for making every reasonable effort to determine the accuracy of his figures on consumption. In this regard, the Contractor shall, upon request of the Contracting Officer, present all available data used by the Contractor as the basis for determining such figures. The Contractor shall be required to maintain adequate records containing all pertinent information with regard to the above requirements. Further, these records shall be subject to review by the Contracting Officer at any time up to three years from the date of final payment under this contract.

NZZYOK0007 CONSUMPTION TAX (OCT 1992)(YOK)

(a) The Governments of the United States and Japan have agreed that this contract is exempt from the Japanese Consumption Tax. In accordance with paragraph (c) of the clause FAR 52.229-6, "TAXES -- FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)," the offerors or quoters shall not include the Consumption Tax (including underlying taxes) in their proposal or quotations. By submission of your proposal or quotation, you are certifying that your proposal or quotation does not contain any such tax. The following U.S. Government (USG) proof of purchase forms shall be used to claim the exemption at tax offices:

USG Standard Form 1034
USG Standard Form 1113
USG Standard Form 44
Department of Defense Form 1155
Navy Comptroller Form 2277

(b) The Contractor shall retain the appropriate USG proof of purchase forms set forth above for a period of seven (7) years. In addition, the Contractor shall maintain adequate records containing all pertinent information with regard to the claiming of Consumption Tax exemptions related to this contract. These records shall be subject to review by the Contracting Officer, or his or her designated representative, at any time up to seven (7) years from the date of final payment under this contract.

(c) Any questions concerning the applicability of the Consumption Tax should be directed to the appropriate local tax office.

P75 FISCSI NRCD Naples F-01 NRCC Naples F-01

This contract shall become effective on or on the date of award, whichever is later, and shall continue in effect through
, unless terminated or extended in accordance with other clauses herein.

P75 FISCSI NRCD Naples G-04 INVOICES AND PAYMENT (SHORE ACTIVITIES)

(a) Invoices shall be marked with the DD Form 1155 number, the contract and delivery order number, as applicable. They shall be submitted to the . Invoices not in compliance with these instructions are not considered to be proper invoices and may be rejected.

(b) Payment will be made in by . Invoices shall be in the name of the Contractor and not any agent or subcontractor.

(c) Payment will be made after delivery and acceptance of supplies or performance and acceptance of services. The Government will only pay for those supplies and services, or portions thereof, which have been accepted in accordance with Section E herein.

P75 FISCSI NRCD Naples G-10 ACTIVITIES AUTHORIZED TO PLACE ORDERS

Pursuant to the clause entitled "Ordering," the following activities are authorized to place orders.

ACTIVITY:

P75 FISCSI NRCD Naples G-12 CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. **PROCURING CONTRACTING OFFICER** (PCO) is responsible for:

a. All pre-award information, questions, or data;
b. Freedom of Information inquiries;
c. Change/question//information regarding the scope, terms or conditions of the basic contract document; and/or
d. Arranging the post award conference (See FAR 42.503).

Name:
Address:
Phone:

2. **CONTRACT ADMINISTRATION OFFICE** (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name:
Address:
Phone:

3. **DEFENSE CONTRACT AUDIT AGENCY** (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name:
Address:
Phone:

4. **PAYING OFFICE** is responsible for payment of proper invoices after acceptance is documented.

Name:
Address:
Phone:

5. **CONTRACTING OFFICERS REPRESENTATIVE** (COR) is responsible for:

a. Liaison with personnel at the Government installation and the contractor personnel on site;
b. Technical advice/recommendations/clarification on the statement of work.
c. The statement of work for delivery/task orders placed under this contract;
d. An independent government estimate of the effort described in the definitized statement of work;
e. Quality assurance of services performed and acceptance of the services or deliverables;
f. Government furnished property;
g. Security requirements on Government installation;
h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

COR Name:
Address:
Phone:

In the event that the COR named above is absent due to leave, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name:
Address:
Phone:

6. **TECHNICAL ASSISTANT**, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:

a. Identifying contractor deficiencies to the COR;
b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
c. Identifying contractor noncompliance of reporting requirements;
d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
e. Reviewing contractor reports providing recommendations for acceptance/rejection;
f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
h. Providing written reports to the COR as required concerning trips, meetings or conversations with the Contractor.

Name:
Address:
Phone:

7. **ORDERING OFFICER** is responsible for:

a. Requesting, obtaining, and evaluating proposals for orders to be issued;
b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
c. Obligating the funds by issuance of the delivery/task order;
d. Authorization for use of overtime;
e. Authorization to begin performance; and/or
f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

a. Type of order issued is limited by this contract to pricing arrangements;
b. No order shall be placed in excess of $ without the prior approval of the PCO; and/or
c. No order shall be placed with delivery requirements in excess of .

Name:
Address:
Phone:

P75 FISCSI NRCD Naples H-19 SUBSTITUTION OR ADDITION OF PERSONNEL

(a) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The Contractor agrees that:

☐ during the contract performance period

☐ during the first days of the contract performance period

no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicate in the proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting officer for default or for the convenience of the Government,, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the

contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

P75 FISCSI NRCD Naples I-36 WRITTEN ORDERS (INDEFINITE-DELIVERY CONTRACTS)

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

(a) Date of order.
(b) Contract number and order number.
(c) Item number and description, quantity ordered, unit price and contract price.
(d) Delivery or performance date.
(e) Place of delivery or performing (including consignee).
(f) Packaging, packing, and shipping instructions if required.
(g) Accounting and appropriation data.
(h) Any other pertinent information.

P75 FISCSI NRCD Naples I-37 ORAL ORDERS (INDEFINITE-DELIVERY CONTRACTS)

Oral orders may be placed provided the following conditions are complied with:

(a) No oral order will exceed $100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(b) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract; date order was placed; name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.

(c) Invoices for supplies or services furnished in response to oral orders will be accompanied with a received copy of each related delivery ticket.

(d) The Ordering Activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(e) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one oral order is consolidated for a single confirmation.

<u>CLAUSES NOT ACTIVE IN PD2 THAT WERE ON THE LIST:</u>

NBZ058, Reserved
NDZ E-070, Reserved
NUZ 252-2, not able to find
NZZ YOKO, Reserved

NAVSUP H25 SPS CONSOLIDATED SERVER TIME ZONE (Jun 2006) (NAVSUP)

All interested parties are hereby advised that the date and time for the Contracting Officer signature and the release of this contractual document are based on US Central Time Zone. All other dates and times are based on local time.

To calculate your time in relation to US Central Time Zone, vendors may visit the following url:
http://www.timeanddate.com/worldclock/converter.html

Disclaimer: this site is not owned or maintained by the **U.S.** Government and therefore isn't warranted to be correct. This URL is provided as a convenience only and is not intended to preclude use of other time conversion devices.

NDZ H-001 N00244H001 TRUSTWORTHINESS SECURITY - NAVY CONTRACT/TASK ORDERS (MAY 2004) (FISC SAN DIEGO)

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified and therefore contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Contractors whose work involves access to sensitive unclassified information warrants a judgement of an employee's trustworthiness. Therefore, all personnel accessing DON computer systems must undergo a National Agency Check to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security:

- Each contractor employee will have a favorably completed National Agency Check (NAC).
- If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the contract if less than one year.
- If no previous investigation exists the contractor personnel will complete the requirement for a Trustworthiness NAC.

In accordance with NAVSUPINST 5239.1A, if the contractor employee is a Foreign National prior approval of the Network Security Officer (NSO) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

(a) Foreign National is employed by DOD, or

(b) Foreign National possesses a current Functional Accreditation approved by the Navy International Program Office (NAVIPO), or

(c) Foreign National possesses a current Visit Request Form (OPNAV 5521/27 (1-73) as defined n OPNAVINST 5510.1H), which is on file with the requesting activity.

The Trustworthiness NAC is processed through the command Security Manager. The NAC will be processed through the use of the Electronic Personnel Security Questionnaire (EPSQ) SF 85P. The EPSQ software can be downloaded at the Defense Security Service (DSS) website http://www.dss.mil/epsq/index.htm. The contractor should provide the completed EPSQ electronically (electronic mail/diskette) to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (DSS) who will conduct the NAC.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

NDZ L-332
N00244L332 UNIT PRICES (OCT 2001) (FISC SAN DIEGO)

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

NNZ 5252.NS-002T
CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES (5252.NS-0002T)

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
   a. All pre-award information, questions, or data;
   b. Freedom of Information inquiries;
   c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
   d. Arranging the post award conference (See FAR 42.503).

Name: ----------
Address: ----------

Phone: ----------

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: ----------
Address: ----------

Phone: ----------

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: ----------
Address: ----------

Phone: ----------

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: ----------
Address: ----------

Phone: ----------

5. CONTRACTING OFFICERS REPRESENTATIVE (COR) is responsible for:
a. Liaison with personnel at the Government installation and the contractor personnel on site;
b. Technical advice/recommendations/clarification on the statement of work;
c. The statement of work for delivery/task orders placed under this contract.
d. An independent government estimate of the effort described in the definitized statement of work;
e. Quality assurance of services performed and acceptance of the services or deliverables;
f. Government furnished property;
g. Security requirements on Government installation;
h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

COR Name: ----------
Address: ----------

Phone: ----------

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: ----------
Address: ----------

Phone: ----------

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:
a. Identifying contractor deficiencies to the COR;
b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
c. Identifying contractor noncompliance of reporting requirements;
d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
e. Reviewing contractor reports providing recommendations for acceptance/rejection;
f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;

g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and

h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

Name: ----------
Address: ----------

Phone: ----------

7. ORDERING OFFICER is responsible for:

a. Requesting, obtaining, and evaluating proposals for orders to be issued;
b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
c. Obligating the funds by issuance of the delivery/task order;
d. Authorization for use of overtime;
e. Authorization to begin performance; and/or
f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

a. Type of order issued is limited by this contract to ---------- pricing arrangements;
b. No order shall be placed in excess of $---------- without the prior approval of the PCO; and/or
c. No order shall be placed with delivery requirements in excess of ----------.

Name: ----------
Address: ----------

Phone: ----------

(End of text)

NPZ G3

REPRESENTATIVE OF THE CONTRACTOR (FISCPH) (2000)

In the event your firm receives a contract as a result of this solicitation, designate a person whom the Government may contact during the period of the contract for prompt contract administration.

Name: _____
Title: _____
Address: _____
_____
_____
_____
Telephone:_____
Fax: _____
E-mail Address: _____

NPZ G7 PAYMENT BY GOVERNMENT PURCHASE CARD (FISCPH) (MAR 2007)

The following is incorporated in accordance with FAR 52.232-36, "Payment By Third Party". The method of payment for this order or for orders under this contract will be by government purchase card.

(a) The contractor shall submit invoices to the following:

_____
_____
_____

_____

In addition, a copy of the invoice shall be provided to the government purchase cardholder identified below.

(b) Payment will be made by the following purchase card holder:
Name: _____
Activity/Code:_____
Phone: _____
Fax: _____
Email: _____

When ready to ship supplies or upon completion of service performance, the contractor shall call the above cited purchase cardholder to obtain the required purchase card information.

(c) The contractor shall not charge the credit card account until after performance/shipment takes place. Authority to charge the account is not authorized until:

_____ supplies are shipped or services rendered (FOB DEST); or
_____ supplies are accepted (FOB ORIGIN).

(d) The contractor shall not reveal the purchase card number on any shipping/packing or invoice documents.

(e) No sales tax or merchant fees are authorized.

(Local Clause G7)

NPZ H5F751
DESIGNATION OF LIAISON/CONTRACTING OFFICER'S REPRESENTATIVE (COR)(FISCPH)(NOV 2000)

The Contracting officer hereby designates the following as Liaison/Contracting Officer's Representative (COR) for this contract:

Name: _____ Code: _____
Mailing Address: Pearl Harbor Naval Shipyard
401 Ave E Suits 124
Pearl Harbor, HI 96860-5350
Telephone Number: _____

The COR is responsible for monitoring, progressing, and overall technical managing of contractor performance hereunder and should be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract.

On all matters that pertain to contract terms, the contractor shall contact the Contracting Officer. When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract, the contractor shall promptly notify the Contracting Officer in writing. No action will be taken by the contractor, under such request unless and until the Contracting Officer has issued a contractual modification.

(Local Clause H5F751)

NUZ A1
AWARD INFORMATION

1. Items @@ are awarded for a total amount of $ @@ . [FFP]

Items @@ are awarded for a total MAX amount of $ @@ . [FFP IDIQ]
Items @@ are awarded for a total EST amount of $ @@ . [FFP requirements]
Items @@ are awarded for a total NTE amount of $ @@ . [TM,LH]
Items @@ are awarded for a total EST amount of $ @@ and items @@ are awarded for a total NTE amount of $ @@. [CPFF]

2. Delivery of items @@ is within @@ days after date of contract.
   Period of performance is from @@ through @@ .

3. Amendments @@ through @@ are incorporated in full.

4. Contractor letter/proposal dated @@ is incorporated by reference (or in full).
   Contractor's Small Business Subcontracting Plan is incorporated in full as Attachment @@ .
   The Material Safety Data Sheet for @@ is incorporated in full as Attachment @@ .

5. Sections K, L and M of Contractor's offer dated @@ are incorporated by reference.
   Pages @@ to @@ of Contractor's offer/quote dated @@ are incorporated by reference.

6. The Government reserves the right to exercise option years @@ (Lots @@) in accordance with clause 52.217-9.

7. The Contractor's standard warranty is hereby incorporated in full and is accepted pursuant to the provisions set forth in the paragraph entitled "Standard Warranty."

8. CONTRACT TYPE – This is a @@ type contract.

9. CONTRACTOR POINT OF CONTACT (POC)
The Contractor's POC is @@
   Phone: @@
   FAX: @@
   E-Mail: @@

10. CONTRACT ADMINISTRATION – DCMA @@ (phone @@) is hereby assigned administration of this contract. As such, DCMA @@ is delegated the authority to perform all functions listed in FAR 42.302(a) and FAR 42.302(b) to the extent applicable to this contract.

11. The FISC Puget Sound POC for contract administration is:
   Name: @@
   Phone: @@
   Fax: @@
   E-Mail: @@

12. INVOICES - To ensure payment, invoices must include a vendor invoice number.
   Send invoices to: @@

Non-electronic payment requests shall be submitted by @@ [specify if "facsimile" or "conventional mail" after KO consult with payment office when WAWF is not used].

13. REMIT TO ADDRESS:

14. TAC CODE - Transportation charges authorized, allowable and incurred under this contract shall be chargeable to NAVY TAC NUMBER @@ .

15. Payment Instructions for Multiple ACRN CLINS.

Unless otherwise specified in a task/delivery order, payments under line items with multiple ACRNs shall be made in alphabetical sequence (i.e. all of ACRN AA, then all of ACRN AB, etc.).
[Use if (a) include line item with multiple ACRNs; (b) include TM/LH or cost-reimbursement line item; or (c) authorize financing payments.]

16. POSTERS - Clause 52.222-26 (EEO) requires you to display the poster entitled "Equal Employment Opportunity is the Law". In addition, clauses 52.222-20 (Walsh-Healey) and 52.222-41 (Service Contract Act) require that you display the poster entitled "Notice to Employees Working on Government Contracts". These posters can be downloaded from the following web site: http://www.dol.gov/osbp/sbrefa/poster/main.htm

NUZ CH801 LIABILITY FOR GOVERNMENT PROPERTY UNDERGOING SERVICES, REPAIRS OR MODIFICATION

As to Government property delivered to or picked up by the Contractor for servicing, repairs, modification, or for services preliminary thereto, the Contractor shall be fully liable as an insurer for any loss of or damage to such equipment or property while in its care, custody, or control arising from any cause whatsoever, and agrees to reimburse the Government in full for its account. Unless otherwise specified in the contract schedule, the Government retains title to any and all scraps, salvage, or other residual materials originating from said equipment or property.

NUZ CH806 LIABILITY INSURANCE

The following types of insurance are required in accordance with the clause entitled "Insurance - Work on a Government Installation" (FAR 52.228-5) and shall be maintained in the minimum amounts shown below. The Contractor shall furnish a Certificate of Insurance with its offer to indicate compliance with insurance requirements. If insurance will not be obtained prior to award of a contract, the offeror shall indicate by checking this block ( ) that it intends to get the required insurance and shall send a certificate to the Contracting Officer prior to the start of performance. If this certificate is to be sent from the insurance company directly to the Contracting Officer, the Contractor shall ensure that the insurance company cross-references the contract number to the certificate.

1. Comprehensive General Liability: $500,000 per occurrence.

2. Automobile Liability: Policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract in the following amounts: $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage.

3. Workmen's Compensation and Employer's Liability Insurance (or where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance): In the minimum of $100,000. A certificate of this insurance shall be provided to the Contracting Officer before commencing work under this contract.

4. Aircraft Public and Passenger Liability: When aircraft are used in connection with performance of this contract public and passenger liability insurance will be at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

NUZ E12 INSPECTION AND ACCEPTANCE (DESTINATION)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

NUZ E30

SURVEILLANCE OF FIRM-FIXED-PRICED SERVICES

a. The official(s) designated below shall be responsible for appropriate surveillance of all services to be performed under this contract.

Name and Code: @@
Activity:@@
Address:@@
Telephone No.: @@

b. When performance is at a Government site, the Contractor's representative shall contact the Government representative named above upon arrival at and departure from the work site. If access to a security area is required, continuous escort service for contractor's representative will be provided by the designated Government representative.

c. It is emphasized that only the Contracting Officer has authority to modify the terms of this contract; therefore in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When or if, in the opinion of the contractor, an effort outside of the existing scope of the contract is requested, the Contractor shall promptly notify the Administrative Contracting Officer (ACO) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer or ACO has issued a modification to the contract or has otherwise resolved the issue.

NUZ F501
DURATION OF CONTRACT PERIOD

This contract shall become effective on @@ or on the date of award, whichever is later, and shall continue in effect during the period ending @@ unless terminated or extended in accordance with other provisions herein.

NUZ F64 **PLACE OF PERFORMANCE (SERVICES)**

Services performed hereunder by the Contractor shall be performed at:

@@

NZZSUP 5252.225-9401 JAPANESE CONCILIATION CLAUSE (JAN 1992)

(a) Except as otherwise provided in this contract, any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the U.S.-Japan Joint Committee for Conciliation, in accordance with paragraph 10, Article XVIII, of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America. Request by the Contractor for conciliation shall be made in accordance with the procedures provided herein.

(b) In the event the Contractor desires conciliation after the decision of the Contracting Officer has been served upon him, he will first file his appeal from such findings of fact within the time limits described therein before filing request for conciliation with the Joint Committee and then request for appellate authority under the clause of this contract entitled DISPUTES to suspend its action on his appeal until such time as the Joint Committee has had an opportunity for effecting conciliation.

(c) The request for conciliation will be submitted by the Contractor through the nearest local Japanese Defense Facilities Administration Bureau to the Contract Conciliation Panel of the Joint Committee. Upon the filing of the request with the Joint Committee, the Contractor will immediately notify the Contracting Officer in writing that the request for conciliation has been filed.

(d) In the event the disagreement submitted to the Joint Committee under subparagraph (b) above has been received through conciliation, it will be the responsibility of the Contractor to notify the appellate authority designated in the clause of this contract, entitled DISPUTES, of the settlement of the dispute and to withdraw his appeal.

(e) In the event the Contractor who has submitted a request for conciliation to the Joint Committee under subparagraph (b) above desires, notwithstanding the pending request for conciliation, that action by the appropriate authority under the clause of this contract entitled DISPUTES be resumed on his appeal, it is his responsibility to so request the said authority in writing. The Joint Committee shall be immediately informed by the Contractor of his action taken hereunder.

(f) No request for conciliation can be submitted to the Joint Committee in the case of a dispute upon which the final decision of the appropriate authority under the clause of this contract entitled DISPUTES has been rendered. Pending a hearing before the conciliation panel the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. The provisions of this clause shall not prejudice any right which the parties to the contract may have to file a civil suit.

NZZSUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

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

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

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

Name:
Address: Far East Contracting Department
FISC Yokosuka
Yokosuka Post Office Box 9
Telephone: (0468)21-1911 ext. 243-

NZZYOK0007

CONSUMPTION TAX (OCT 1992)(YOK)

(a) The Governments of the United States and Japan have agreed that this contract is exempt from the Japanese Consumption Tax. In accordance with paragraph (c) of the clause FAR 52.229-6, "TAXES -- FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)," the offerors or quoters shall not include the Consumption Tax (including underlying taxes) in their proposal or quotations. By submission of your proposal or quotation, you are certifying that your proposal or quotation does not contain any such tax. The following U.S. Government (USG) proof of purchase forms shall be used to claim the exemption at tax offices:

USG Standard Form 1034
USG Standard Form 1113
USG Standard Form 44
Department of Defense Form 1155
Navy Comptroller Form 2277

(b) The Contractor shall retain the appropriate USG proof of purchase forms set forth above for a period of seven (7) years. In addition, the Contractor shall maintain adequate records containing all pertinent information with regard to the claiming of Consumption Tax exemptions related to this contract. These records shall be subject to review by the Contracting Officer, or his or her designated representative, at any time up to seven (7) years from the date of final payment under this contract.

(c) Any questions concerning the applicability of the Consumption Tax should be directed to the appropriate local tax office.

NZZYOK0008
CUSTOMS AND TAX EXEMPTION (OCT 1992)(YOK)

(a) The Contractor shall, notwithstanding any other clause in this contract to the contrary, be required to submit a request in writing to the Contracting Officer for issuance of a Tax Exemption Certificate for any import duties and all taxes paid or to be paid from which the U.S. Government is entitled to an exemption. These taxes and duties are enumerated in Article XII of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the Governments of the United States of America and Japan, regarding facilities areas and the status of United States Armed Forces in Japan. The Contractor's request shall include the following information:

(1) Name of contractor;
(2) Contract number and job order number (if applicable);
(3) Nomenclature of taxable material to be delivered and intended use;
(4) Quantity of taxable material used or to be delivered; and
(5) Period of taxable material use.

(b) In the case of gasoline and other petroleum products, the Contractor shall be responsible for making every reasonable effort to determine the accuracy of his figures on consumption. In this regard, the Contractor shall, upon request of the Contracting Officer, present all available data used by the Contractor as the basis for determining such figures. The Contractor shall be required to maintain adequate records containing all pertinent information with regard to the above requirements. Further, these records shall be subject to review by the Contracting Officer at any time up to three years from the date of final payment under this contract.

NZZEFT
The Contractor must agree to receive payment by EFT. Transaction fee (currently JPY735) will be deducted by the Financial Institution (Bank of America) making payment. Additional fee may be imposed by the bank designated to receive payment.

NUZ B500
MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of $@@ worth of orders at the contract unit price(s). The recording of the obligation of funds associated with the guaranteed minimum amount under the basic contract will be issued under task order(s)/delivery order(s) immediately upon award of this contract. The maximum quantity is the total "not to exceed" quantity for each item as set forth in the schedule. The maximum quantity is not to be exceeded without prior approval of the Administrative Contracting Officer.

NUZ C6 **PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS**

None of the services required by this contract shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written consent of the contracting officer.

NUZ C15 **EMPLOYMENT OF NAVY PERSONNEL RESTRICTED**

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part time basis) any active duty Navy personnel or Navy civilian employee without the prior approval of the Contracting Officer. Such approval may be given in circumstances where it is clear that no laws and no DOD or Navy instructions, regulations, or policies might be contravened and no appearance of a conflict of interest will result.

NUZ CH800

RESTRICTIONS ON PRIVATE LAND MOBILE RADIO SERVICES (PSNS)

1. Definition: "Land mobile radio (LMR)," as used in this contract, means any radio or radio system as defined by CFR Title 47, Telecommunications, Chapter 1 - Federal Communications Commission.

2. Employees and subcontractors of the Contractor shall turn off all their LMR equipment prior to entry into the outer gates of the Naval Shipyard Puget Sound (NAVSHIPYDPUGET). Operation, even in the receive mode, will not be permitted from the motor vehicle or hand-held radio equipment without the prior written permission from the Frequency Manager's office and NAVSHIPYDPUGET Security (see paragraph 3 below). Contractor LMR equipment may be operated within the confines of the Shipyard and the Controlled Industrial Area (CIA) after written permission is obtained, provided the following requirements are followed:

a. Transmissions on contractor radios shall be strictly limited to those needed to support completion of the contracts for which permission was granted in accordance with paragraph 3 below.

b. Operators shall not transmit in Nuclear Work Areas, Controlled Nuclear Information Areas or Classified Work Areas, or outside the areas designated on the authorization memorandum from NAVSHIPYDPUGET Security.

c. Operators shall not transmit within 15 feet of a Shipyard computer or a Shipyard computer terminal.

d. No information shall be transmitted relative to Shipyard industrial operation, ship movements, or information concerning emergencies (actual or simulated) involving the Shipyard.

e. Precautions shall be taken to prevent inadvertent transmissions or changes of frequencies from that submitted on the Radio Operations Request form (see Attachment to this solicitation/contract); i.e., locked key pad, locked push-to-talk button, etc.

f. Transmitter spurious and/or harmonic radiations shall be within FCC design specifications and shall not cause interference with radio frequencies and/or any electronic or electrical equipment used at the Shipyard complex.

g. Each operator shall be aware that a cease transmission order from cognizant Security personnel, the Industrial Watch Officer, or the Shipyard Frequency Manager, must be immediately obeyed.

3. If desired, the Contractor shall request permission to operate LMR equipment inside NAVSHIPYDPUGET by completing the attached PSNS Form 2093/1 and submitting it to the Contracting Officer. The Contracting Officer will coordinate permission with the NAVSHIPYDPUGET Frequency Manager (Code 1124.1, (360) 476-3356). An authorization sticker for each approved LMR will be issued. Under no circumstances shall the Contractor permit use of its land mobile radio equipment within the outer gates of NAVSHIPYDPUGET until permission has been formally stated in the contract award or by modification.

NUZ CH804 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL

a. Permission to visit. Whenever Contractor personnel are required to perform work aboard a ship of U.S. Navy or associated Shore Facility, the Contractor shall submit a written request to visit that ship/facility to the facility or ship Security Officer and to Code @@ .

(1) For classified visits, the visit request shall include all information required by Chapter 6 of DoD 5220.22-M "National Industrial Security Program Operating Manual (NISPOM)".

(2) For unclassified visits, the visit request shall include the following information on each person visiting the user agency's facility or ship. The request shall be on company letterhead stationery with company address/telephone number and provide the following information:

Name_____
Job Title/Position_____
Government Security Clearance, if any _____
SSN_____
Date/Place of Birth_____
Citizenship_____
Current Residence Address_____
Length of Visit (if known)_____

b. Citizenship. No employee or representative of the Contractor shall be admitted to any facility or ship of the U.S. Navy unless satisfactory proof of citizenship of the United States has been furnished.

c. Access Badge. Each contractor/subcontractor employee must obtain an access badge prior to visiting or performing work on a Government installation. Two pieces of identification and a completed copy of the Department of Homeland Security Form I-9 "Employment Eligibility Verification" are required prior to issuance or reissuance of an access badge. Form I-9 is available at the following website: http://www.uscis.gov/graphics/formsfee/forms/i-9.htm.

d. Compliance with Security Regulations.

(1) The Contractor shall comply with the security regulations in force at @@ . Company-granted clearances are not valid for access to restricted areas or information. If access to these areas or information is involved, contractor personnel must possess a Government-granted clearance based on formal investigative actions. Contractor personnel may be required to fill out a form regarding involvement with alcohol or dangerous drugs, police records, relatives living abroad, and personal foreign travel as a condition for receiving a clearance.

(2) If applicable, special security provisions for access to classified information are set forth in the attached DD Form 254, Contract Security Classification Specifications.

(3) It is the Contractor's responsibility to collect and account for all personnel identification passes/badges and vehicle passes issued to his employees when no longer needed. The Contractor must return all passes/badges to the facility security office within three (3) days of the separation of an individual from employment on this contract.

(4) It is the Contractor's responsibility to assure that his employees are aware of, and comply with, the security requirements of the facility or ship as set forth in the contract and as explained at the pre-award or post-award conference, if applicable. Noncompliance by an individual can result in denial of access to the facility or ship.

(5) If a Contracting Officer's Representative (COR) is appointed in this contract, a listing of persons employed on the contract indicating that they have been briefed on the facility/ship security requirements shall be submitted to the COR within 14 days after award of the contract. The list is in addition to that shown in paragraphs a, b, and c above. The list shall also include a description of all company vehicles, including road equipment and

office supply trailers, to be employed on the facility, along with license numbers, if applicable. The Contractor shall promptly notify the COR of any changes to the list.

NUZ CH811
STANDARD WARRANTY

The Contractor shall extend to the Government the full coverage of any standard warranty normally offered in a similar sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard warranty does not waive the Government's rights under any "Inspection" clause that may be in the contract nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard warranty. The standard warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The Contractor shall provide a copy of its standard warranty (if applicable) with its offer. The warranty covers a period of _____ months (offeror is to insert number).

NUZ D14
HAZARDOUS MATERIAL, PREPARATION FOR DELIVERY

1. The preservation, packaging, and packing of hazardous materials shall be in accordance with the requirements of one of the regulations listed below, depending upon the mode of shipment. In the event of any discrepancies between the contract requirements and these regulations, the applicable regulation shall govern. Shipments must be packaged, packed, marked, labeled and certified in proper condition for transportation according to the following appropriate regulation:

a. Department of Transportation Code of Federal Regulations, Title 49, parts 100-199, as applicable, for domestic shipments;

b. U.S. Postal Service Publication #52 for shipments via the U.S. mail system;

c. International Maritime Organization's (IMO's) International Maritime Dangerous Goods Code (IMDGC) for shipments intended for delivery overseas via water transportation;

d. International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods By Air or International Air Transport Association (IATA) Dangerous Goods Regulation for shipment via commercial air; and

e. AFJMAN 24-204 (formerly AFR 71-4)/TM 38-250/NAVSUP PUB 505/MCO P4030.19/DLAM 4145.3 (Preparing Hazardous Material for Military Air Shipments).

2. Address/Commodity marking and labeling requirements shall be in accordance with MIL-STD-129 and the appropriate governing regulation for the mode of shipment.

3. Unless otherwise stated below, assume surface transportation.

@@

4. Limited Quantities. If an item offered for transportation falls within the guidelines of a limited quantity and is not regulated by the applicable mode of transportation, it shall be packaged to meet the requirements of Level A packaging listed in MIL-STD-2073-1.

5. In addition to the above, packaging (container and containment components) designs shall pass all applicable performance-oriented packaging (POP) tests in accordance with Title 49 CFR, the ICAO, IATA or IMDGC. Compressed gases are excluded from these tests. Each packaging of acceptable design shall bear certification markings outlined in the regulations. All certificates and test reports denoting test compliance shall be available for inspection by authorized government representatives.

6. Contractors shall submit any discrepancies between contractually specified packaging procedures and Title 49 requirements to the Contracting Officer for review and evaluation.

7. Non-Manufactured Wood Packing. All non-manufactured wood utilized in wood pallets and wood containers shall be heat treated to a minimum core temperature of 56 degrees centigrade for 30 minutes and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC). Refer to www.aphis.usda.gov/ppq/swp/eunmwp.html for wood packing policy, enforcement regulations and accredited agencies. Non-coniferous (hardwood) and manufactured wood, such as particleboard and plywood, are exempt from this requirement.

NUZ E26 CONSTRUCTIVE ACCEPTANCE

In accordance with FAR 32.904(b)(1)(ii)(B)(4), the Contracting Officer has determined that more than seven days are needed for constructive acceptance. The following number of days for constructive acceptance applies to paragraph (a)(5)(i) of FAR Clause 52.232-25, "Prompt Payment", which is incorporated by reference:

@@ days for constructive acceptance.

NUZ F500
TIME OF DELIVERY (INDEFINITE DELIVERY CONTRACTS)

The articles (services) to be furnished hereunder shall be delivered (performed) within @@ after the date of each order placed, except that when the needs of the Government permit, orders may provide a longer time for delivery.

NUZ F63 PLACE OF DELIVERY - DESTINATION

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to: @@

NUZ F71
DELIVERY NOTIFICATION REQUIREMENTS

a) The contractor shall notify the designated point of contact (POC) listed below 24 hours prior to delivery of supplies to Commander Navy Region Northwest (CNRNW) commands listed below. This notification shall include the following information:

1) Name of vendor supplying the material
2) Item(s) to be delivered
3) Name of delivery/drayage contractor delivering item(s)
4) Expected time of delivery
5) Name of driver(s), if known
6) Type of delivery vehicle, if known

b) Notice shall be provided by FAX to the applicable POC listed below:

Commands	POC	PHONE	FAX
Naval Base Kitsap-Bremerton Annex	Peter Llanes	360-476-7850	360-476-8939
Naval Base Kitsap-Bangor Annex	Marian Esguerra	360-396-4135	360-396-7444
Puget Sound Naval Shipyard	Central Dispatching	360-476-7346	360-476-8414

FISC Puget Sound / DDPW	Dispatch Clerk	360-476-7850	Phone for Appt.
NAVSTA Everett	Customer Service	425-304-4007	425-304-4010
NAS Whidbey	Anne Monroe	360-257-6482	360-257-2387
NUWC Keyport	Judy Parks	360-396-2935	360-396-2598
Naval Hospital Bremerton	Cynthia Hellenga	360-475-4530	360-475-4355
Manchester Fuel Depot	Vicky Clark	360-476-2135 x221	360-476-8305

c) Prior notification is not required for regularly scheduled deliveries with badged drivers in trucks with DOD decals.

d) All deliveries to CNRNW commands must pass through the base Truck Inspection Station. All delivery vehicles and any weight handling equipment are subject to inspection. Drivers should expect delays due to heightened security.

e) Drivers entering the Controlled Industrial Area (CIA) within Puget Sound Naval Shipyard and the Operations Area of Naval Base Kitsap-Bangor Annex MUST be United States citizens and should be prepared to provide appropriate proof of U.S. citizenship to security personnel.

NUZ G1

CONTRACTOR POINT OF CONTACT

(a) In the event your firm receives a contract as a result of this solicitation, designate a person whom the Government may contact during the period of the contract for prompt contract administration.

NAME: _____
TITLE:_____
ADDRESS: _____
_____
PHONE:_____
TOLL-FREE PHONE NO: (800)_____
FULL INTERNET E-MAIL ADDRESS: _____
_____
FAX NO:_____

(b) This contract may be subject to Contract Performance Assessment Reporting System (CPARS). Designate an individual who has the authority to review and provide comments on Government appraisals of your firm's performance under this contract.

NAME: _____
TITLE:_____
PHONE:_____
TOLL-FREE PHONE NO: (800)_____
FULL INTERNET E-MAIL ADDRESS: _____
_____

NUZ G501

NOTICE TO CONTRACTOR -"REMIT TO" ADDRESS

The offeror shall indicate in the space provided below the address to which payment should be mailed, if such address is different from that shown for the offeror. The address may be different but the contractor's name must be the same as page 1 on the resultant contract/order, or there must be a proper Notice of Assignment. This invoice information is critical to prevent delays in payment.

_____

_____
_____

NUZ G502
APPOINTMENT OF ORDERING OFFICER(S)

a. The following activity(ies) or individual(s) is/are designated as authorized Ordering Officer(s):

Name(s): @@
Activity: @@
Address: @@
Phone: @@

( ) For Orders <$ @@
( ) For All Orders

If there is a dollar limitation for the above Ordering Officer(s), the Administrative Contracting Officer (ACO) shall be the Ordering Officer for Delivery Orders greater than the limitation. The ACO may be the Ordering Officer for Delivery Orders less than the limitation, if necessary.

b. The above activity(ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the ACO for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Terminations for Convenience or Terminations for Default shall be issued only by the ACO.

NUZ G503
CONTRACT ADMINISTRATION PLAN (SEP 2003) (FISCPS)

In order to expedite administration of this contract/order, the following delineation of duties is provided. The names, addresses, e-mail addresses and phone numbers for each individual or office is specified below or will be provided upon award. The individual/ position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

a. All pre-award information, questions, or data;
b. Freedom of Information inquiries;
c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
d. Arranging the post-award conference (see FAR 42.503).

Name: @@
Address:@@
E-mail: @@
Phone: @@

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: @@
Address:@@
E-mail: @@

Phone: @@

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: @@
Address:@@
E-mail: @@
Phone: @@

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: @@
Address:@@
E-mail: @@
Phone: @@

5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:

a. Liaison with personnel at the Government installation and the contractor personnel on site;
b. Technical advice/recommendations/clarification on the statement of work (SOW);
c. The SOW for delivery/task orders placed under this contract;
d. An independent government estimate of the effort described in the definitized SOW;
e. Quality assurance of services performed and acceptance of the services or deliverables;
f. Government-furnished property (GFP);
g. Security requirements on Government installation;
h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the delivery/task order;
i. Certification of invoice for payment; and/or
j. Generation of CPARS report after completion of each period of performance (i.e., base period, option year, etc.).

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved.

THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SOW IN THE CONTRACT OR DELIVERY/TASK ORDER.

COR Name: @@
Address: @@
E-mail: @@
Phone: @@

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: @@
Address: @@
E-mail: @@
Phone: @@

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:

a. Identifying contractor deficiencies to the COR;
b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
c. Identifying contractor noncompliance with reporting requirements;
d. Evaluating contractor proposals for specific delivery/task orders and identifying areas of concern affecting negotiations;
e. Reviewing contractor status reports and providing recommendations for acceptance, rejection and/or clarification;
f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions;
h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor; and
i. Assisting in preparation of final report on contractor performance for the applicable contract/delivery/ task order.

Name: @@
Address:@@
E-mail: @@
Phone: @@

7. ORDERING OFFICER is responsible for:

a. Requesting, obtaining, and evaluating proposals for orders to be issued;
b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
c. Obligating the funds by issuance of the delivery/task order;
d. Authorization for use of overtime;
e. Authorization to begin performance; and/or
f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

a. Type of order issued is limited by this contract to @@ pricing arrangements;
b. No order shall be placed in excess of $ @@ without the prior approval of the PCO;
c. No order shall be placed with delivery requirements in excess of @@;
d. The Ordering Officer may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of the basic contract; and/or
e. The Ordering Officer may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/task, but Terminations for Convenience or Terminations for Default shall be issued only by the CAO.

Name: @@
Address:@@
E-mail: @@
Phone: @@

NUZ H15
METHOD OF PAYMENT UNDER INDIVIDUAL ORDERS

a) Each order issued under this contract shall specify the method of payment. Payment shall be either via electronic funds transfer in accordance with FAR 52.232-33 or via Government purchase card in accordance with FAR 52.232-36.

b) If an individual order specifies payment by purchase card, the following clauses which may be incorporated as part of the basic contract will not apply to that order:

52.213-1 Fast Payment Procedures
52.232-8 Discounts for Prompt Payment
52.232-23 Assignment of Claims
52.232-25 Prompt Payment

Agmt1

This agreement is entered into this day of 20 , by the United States of America (the "Government") represented by , the Contracting Officer, and , a corporation organized and existing under the laws of the State of (the "Contractor").

NAVSUP H25 SPS CONSOLIDATED SERVER TIME ZONE (Jun 2006) (NAVSUP)

All interested parties are hereby advised that the date and time for the Contracting Officer signature and the release of this contractual document are based on US Central Time Zone. All other dates and times are based on local time.

To calculate your time in relation to US Central Time Zone, vendors may visit the following url:
http://www.timeanddate.com/worldclock/converter.html

Disclaimer: this site is not owned or maintained by the **U.S.** Government and therefore isn't warranted to be correct. This URL is provided as a convenience only and is not intended to preclude use of other time conversion devices.

NDZ H-001 N00244H001 TRUSTWORTHINESS SECURITY - NAVY CONTRACT/TASK ORDERS (MAY 2004) (FISC SAN DIEGO)

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified and therefore contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Contractors whose work involves access to sensitive unclassified information warrants a judgement of an employee's trustworthiness. Therefore, all personnel accessing DON computer systems must undergo a National Agency Check to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security:

- Each contractor employee will have a favorably completed National Agency Check (NAC).
- If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the contract if less than one year.
- If no previous investigation exists the contractor personnel will complete the requirement for a Trustworthiness NAC.

In accordance with NAVSUPINST 5239.1A, if the contractor employee is a Foreign National prior approval of the Network Security Officer (NSO) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

(a) Foreign National is employed by DOD, or

(b) Foreign National possesses a current Functional Accreditation approved by the Navy International Program Office (NAVIPO), or

(c) Foreign National possesses a current Visit Request Form (OPNAV 5521/27 (1-73) as defined n OPNAVINST 5510.1H), which is on file with the requesting activity.

The Trustworthiness NAC is processed through the command Security Manager. The NAC will be processed through the use of the Electronic Personnel Security Questionnaire (EPSQ) SF 85P. The EPSQ software can be downloaded at the Defense Security Service (DSS) website http://www.dss.mil/epsq/index.htm. The contractor should provide the completed EPSQ electronically (electronic mail/diskette) to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (DSS) who will conduct the NAC.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

NDZ L-332
N00244L332 UNIT PRICES (OCT 2001) (FISC SAN DIEGO)

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

NNZ 5252.NS-002T
CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES (5252.NS-0002T)
In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
   a. All pre-award information, questions, or data;
   b. Freedom of Information inquiries;
   c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
   d. Arranging the post award conference (See FAR 42.503).

Name: ----------
Address: ----------

Phone: ----------

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: ----------
Address: ----------

Phone: ----------

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: ----------
Address: ----------

Phone: ----------

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: ----------
Address: ----------

Phone: ----------

5. CONTRACTING OFFICERS REPRESENTATIVE (COR) is responsible for:

a. Liaison with personnel at the Government installation and the contractor personnel on site;
b. Technical advice/recommendations/clarification on the statement of work;
c. The statement of work for delivery/task orders placed under this contract.
d. An independent government estimate of the effort described in the definitized statement of work;
e. Quality assurance of services performed and acceptance of the services or deliverables;
f. Government furnished property;
g. Security requirements on Government installation;
h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

COR Name: ----------
Address: ----------

Phone: ----------

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: ----------
Address: ----------

Phone: ----------

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:

a. Identifying contractor deficiencies to the COR;
b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
c. Identifying contractor noncompliance of reporting requirements;
d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
e. Reviewing contractor reports providing recommendations for acceptance/rejection;
f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

Name: ----------
Address: ----------

Phone: ----------

7. ORDERING OFFICER is responsible for:

a. Requesting, obtaining, and evaluating proposals for orders to be issued;
b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
c. Obligating the funds by issuance of the delivery/task order;
d. Authorization for use of overtime;
e. Authorization to begin performance; and/or
f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

a. Type of order issued is limited by this contract to ---------- pricing arrangements;
b. No order shall be placed in excess of $---------- without the prior approval of the PCO; and/or
c. No order shall be placed with delivery requirements in excess of ----------.

Name: ----------
Address: ----------

Phone: ----------

(End of text)

NPZ G3

REPRESENTATIVE OF THE CONTRACTOR (FISCPH) (2000)

In the event your firm receives a contract as a result of this solicitation, designate a person whom the Government may contact during the period of the contract for prompt contract administration.

Name: _____
Title: _____
Address: _____
_____
_____
_____
Telephone:_____
Fax: _____
E-mail Address: _____

NPZ G7 PAYMENT BY GOVERNMENT PURCHASE CARD (FISCPH) (MAR 2007)

The following is incorporated in accordance with FAR 52.232-36, "Payment By Third Party". The method of payment for this order or for orders under this contract will be by government purchase card.

(a) The contractor shall submit invoices to the following:

_____
_____
_____
_____

In addition, a copy of the invoice shall be provided to the government purchase cardholder identified below.

(b) Payment will be made by the following purchase card holder:

Name: _____
Activity/Code:_____
Phone: _____
Fax: _____
Email: _____

When ready to ship supplies or upon completion of service performance, the contractor shall call the above cited purchase cardholder to obtain the required purchase card information.

(c) The contractor shall not charge the credit card account until after performance/shipment takes place. Authority to charge the account is not authorized until:

_____ supplies are shipped or services rendered (FOB DEST); or
_____ supplies are accepted (FOB ORIGIN).

(d) The contractor shall not reveal the purchase card number on any shipping/packing or invoice documents.

(e) No sales tax or merchant fees are authorized.

(Local Clause G7)

NPZ H5F751
DESIGNATION OF LIAISON/CONTRACTING OFFICER'S REPRESENTATIVE (COR)(FISCPH)(NOV 2000)

The Contracting officer hereby designates the following as Liaison/Contracting Officer's Representative (COR) for this contract:

Name: _____ Code: _____
Mailing Address: Pearl Harbor Naval Shipyard
401 Ave E Suits 124
Pearl Harbor, HI 96860-5350
Telephone Number: _____

The COR is responsible for monitoring, progressing, and overall technical managing of contractor performance hereunder and should be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract.

On all matters that pertain to contract terms, the contractor shall contact the Contracting Officer. When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract, the contractor shall promptly notify the Contracting Officer in writing. No action will be taken by the contractor, under such request unless and until the Contracting Officer has issued a contractual modification.

(Local Clause H5F751)

NUZ A1
AWARD INFORMATION

1. Items @@ are awarded for a total amount of $ @@ . [FFP]
Items @@ are awarded for a total MAX amount of $ @@ . [FFP IDIQ]
Items @@ are awarded for a total EST amount of $ @@ . [FFP requirements]
Items @@ are awarded for a total NTE amount of $ @@ . [TM,LH]
Items @@ are awarded for a total EST amount of $ @@ and items @@ are awarded for a total NTE amount of $ @@. [CPFF]

2. Delivery of items @@ is within @@ days after date of contract.
Period of performance is from @@ through @@ .

3. Amendments @@ through @@ are incorporated in full.

4. Contractor letter/proposal dated @@ is incorporated by reference (or in full).
Contractor's Small Business Subcontracting Plan is incorporated in full as Attachment @@ .
The Material Safety Data Sheet for @@ is incorporated in full as Attachment @@ .

5. Sections K, L and M of Contractor's offer dated @@ are incorporated by reference.
Pages @@ to @@ of Contractor's offer/quote dated @@ are incorporated by reference.

6. The Government reserves the right to exercise option years @@ (Lots @@) in accordance with clause 52.217-9.

7. The Contractor's standard warranty is hereby incorporated in full and is accepted pursuant to the provisions set forth in the paragraph entitled "Standard Warranty."

8. CONTRACT TYPE – This is a @@ type contract.

9. CONTRACTOR POINT OF CONTACT (POC)
The Contractor's POC is @@
Phone: @@
FAX: @@
E-Mail: @@

10. CONTRACT ADMINISTRATION – DCMA @@ (phone @@) is hereby assigned administration of this contract. As such, DCMA @@ is delegated the authority to perform all functions listed in FAR 42.302(a) and FAR 42.302(b) to the extent applicable to this contract.

11. The FISC Puget Sound POC for contract administration is:
Name: @@
Phone: @@
Fax: @@
E-Mail: @@

12. INVOICES - To ensure payment, invoices must include a vendor invoice number.
Send invoices to: @@

Non-electronic payment requests shall be submitted by @@ [specify if "facsimile" or "conventional mail" after KO consult with payment office when WAWF is not used].

13. REMIT TO ADDRESS:

14. TAC CODE - Transportation charges authorized, allowable and incurred under this contract shall be chargeable to NAVY TAC NUMBER @@ .

15. Payment Instructions for Multiple ACRN CLINS.
Unless otherwise specified in a task/delivery order, payments under line items with multiple ACRNs shall be made in alphabetical sequence (i.e. all of ACRN AA, then all of ACRN AB, etc.).
[Use if (a) include line item with multiple ACRNs; (b) include TM/LH or cost-reimbursement line item; or (c) authorize financing payments.]

16. POSTERS - Clause 52.222-26 (EEO) requires you to display the poster entitled "Equal Employment Opportunity is the Law". In addition, clauses 52.222-20 (Walsh-Healey) and 52.222-41 (Service Contract Act) require that you display the poster entitled "Notice to Employees Working on Government Contracts". These posters can be downloaded from the following web site: http://www.dol.gov/osbp/sbrefa/poster/main.htm

NUZ CH801 LIABILITY FOR GOVERNMENT PROPERTY UNDERGOING SERVICES, REPAIRS OR MODIFICATION

As to Government property delivered to or picked up by the Contractor for servicing, repairs, modification, or for services preliminary thereto, the Contractor shall be fully liable as an insurer for any loss of or damage to such equipment or property while in its care, custody, or control arising from any cause whatsoever, and agrees to reimburse the Government in full for its account. Unless otherwise specified in the contract schedule, the Government retains title to any and all scraps, salvage, or other residual materials originating from said equipment or property.

NUZ CH806 LIABILITY INSURANCE

The following types of insurance are required in accordance with the clause entitled "Insurance - Work on a Government Installation" (FAR 52.228-5) and shall be maintained in the minimum amounts shown below. The Contractor shall furnish a Certificate of Insurance with its offer to indicate compliance with insurance requirements. If insurance will not be obtained prior to award of a contract, the offeror shall indicate by checking this block ( ) that it intends to get the required insurance and shall send a certificate to the Contracting Officer prior to the start of performance. If this certificate is to be sent from the insurance company directly to the Contracting Officer, the Contractor shall ensure that the insurance company cross-references the contract number to the certificate.

1. Comprehensive General Liability: $500,000 per occurrence.

2. Automobile Liability: Policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract in the following amounts: $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage.

3. Workmen's Compensation and Employer's Liability Insurance (or where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance): In the minimum of $100,000. A certificate of this insurance shall be provided to the Contracting Officer before commencing work under this contract.

4. Aircraft Public and Passenger Liability: When aircraft are used in connection with performance of this contract public and passenger liability insurance will be at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

NUZ E12 INSPECTION AND ACCEPTANCE (DESTINATION)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

NUZ E30
SURVEILLANCE OF FIRM-FIXED-PRICED SERVICES

a. The official(s) designated below shall be responsible for appropriate surveillance of all services to be performed under this contract.

Name and Code: @@
Activity:@@
Address:@@
Telephone No.: @@

b. When performance is at a Government site, the Contractor's representative shall contact the Government representative named above upon arrival at and departure from the work site. If access to a security area is required, continuous escort service for contractor's representative will be provided by the designated Government representative.

c. It is emphasized that only the Contracting Officer has authority to modify the terms of this contract; therefore in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When or if, in the opinion of the contractor, an effort outside of the existing scope of the contract is requested, the Contractor shall promptly notify the Administrative Contracting Officer (ACO) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer or ACO has issued a modification to the contract or has otherwise resolved the issue.

NUZ F501
DURATION OF CONTRACT PERIOD

This contract shall become effective on @@ or on the date of award, whichever is later, and shall continue in effect during the period ending @@ unless terminated or extended in accordance with other provisions herein.

NUZ F64 PLACE OF PERFORMANCE (SERVICES)

Services performed hereunder by the Contractor shall be performed at:

@@

NZZSUP 5252.225-9401 JAPANESE CONCILIATION CLAUSE (JAN 1992)

(a) Except as otherwise provided in this contract, any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the U.S.-Japan Joint Committee for Conciliation, in accordance with paragraph 10, Article XVIII, of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America. Request by the Contractor for conciliation shall be made in accordance with the procedures provided herein.

(b) In the event the Contractor desires conciliation after the decision of the Contracting Officer has been served upon him, he will first file his appeal from such findings of fact within the time limits described therein before filing request for conciliation with the Joint Committee and then request for appellate authority under the clause of this contract entitled DISPUTES to suspend its action on his appeal until such time as the Joint Committee has had an opportunity for effecting conciliation.

(c) The request for conciliation will be submitted by the Contractor through the nearest local Japanese Defense Facilities Administration Bureau to the Contract Conciliation Panel of the Joint Committee. Upon the filing of the request with the Joint Committee, the Contractor will immediately notify the Contracting Officer in writing that the request for conciliation has been filed.

(d) In the event the disagreement submitted to the Joint Committee under subparagraph (b) above has been received through conciliation, it will be the responsibility of the Contractor to notify the appellate authority designated in the clause of this contract, entitled DISPUTES, of the settlement of the dispute and to withdraw his appeal.

(e) In the event the Contractor who has submitted a request for conciliation to the Joint Committee under subparagraph (b) above desires, notwithstanding the pending request for conciliation, that action by the appropriate authority under the clause of this contract entitled DISPUTES be resumed on his appeal, it is his responsibility to so request the said authority in writing. The Joint Committee shall be immediately informed by the Contractor of his action taken hereunder.

(f) No request for conciliation can be submitted to the Joint Committee in the case of a dispute upon which the final decision of the appropriate authority under the clause of this contract entitled DISPUTES has been rendered. Pending a hearing before the conciliation panel the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. The provisions of this clause shall not prejudice any right which the parties to the contract may have to file a civil suit.

NZZSUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

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

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

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

Name:
Address: Far East Contracting Department
FISC Yokosuka
Yokosuka Post Office Box 9
Telephone: (0468)21-1911 ext. 243-

NZZYOK0007

CONSUMPTION TAX (OCT 1992)(YOK)

(a) The Governments of the United States and Japan have agreed that this contract is exempt from the Japanese Consumption Tax. In accordance with paragraph (c) of the clause FAR 52.229-6, "TAXES -- FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)," the offerors or quoters shall not include the Consumption Tax (including underlying taxes) in their proposal or quotations. By submission of your proposal or quotation, you are certifying that your proposal or quotation does not contain any such tax. The following U.S. Government (USG) proof of purchase forms shall be used to claim the exemption at tax offices:

USG Standard Form 1034
USG Standard Form 1113
USG Standard Form 44
Department of Defense Form 1155
Navy Comptroller Form 2277

(b) The Contractor shall retain the appropriate USG proof of purchase forms set forth above for a period of seven (7) years. In addition, the Contractor shall maintain adequate records containing all pertinent information with regard to the claiming of Consumption Tax exemptions related to this contract. These records shall be subject to review by the Contracting Officer, or his or her designated representative, at any time up to seven (7) years from the date of final payment under this contract.

(c) Any questions concerning the applicability of the Consumption Tax should be directed to the appropriate local tax office.

NZZYOK0008
CUSTOMS AND TAX EXEMPTION (OCT 1992)(YOK)

(a) The Contractor shall, notwithstanding any other clause in this contract to the contrary, be required to submit a request in writing to the Contracting Officer for issuance of a Tax Exemption Certificate for any import duties and all taxes paid or to be paid from which the U.S. Government is entitled to an exemption. These taxes and duties are enumerated in Article XII of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the Governments of the United States of America and Japan, regarding facilities areas and the status of United States Armed Forces in Japan. The Contractor's request shall include the following information:

(1) Name of contractor;
(2) Contract number and job order number (if applicable);
(3) Nomenclature of taxable material to be delivered and intended use;
(4) Quantity of taxable material used or to be delivered; and
(5) Period of taxable material use.

(b) In the case of gasoline and other petroleum products, the Contractor shall be responsible for making every reasonable effort to determine the accuracy of his figures on consumption. In this regard, the Contractor shall, upon request of the Contracting Officer, present all available data used by the Contractor as the basis for determining such figures. The Contractor shall be required to maintain adequate records containing all pertinent information with regard to the above requirements. Further, these records shall be subject to review by the Contracting Officer at any time up to three years from the date of final payment under this contract.

NZZEFT
The Contractor must agree to receive payment by EFT. Transaction fee (currently JPY735) will be deducted by the Financial Institution (Bank of America) making payment. Additional fee may be imposed by the bank designated to receive payment.

NUZ B500
MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of $@@ worth of orders at the contract unit price(s). The recording of the obligation of funds associated with the guaranteed minimum amount under the basic contract will be issued under task order(s)/delivery order(s) immediately upon award of this contract. The maximum quantity is the total "not to exceed" quantity for each item as set forth in the schedule. The maximum quantity is not to be exceeded without prior approval of the Administrative Contracting Officer.

NUZ C6 PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS

None of the services required by this contract shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written consent of the contracting officer.

NUZ C15 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part time basis) any active duty Navy personnel or Navy civilian employee without the prior approval of the Contracting Officer. Such approval may be given in circumstances where it is clear that no laws and no DOD or Navy instructions, regulations, or policies might be contravened and no appearance of a conflict of interest will result.

NUZ CH800
RESTRICTIONS ON PRIVATE LAND MOBILE RADIO SERVICES (PSNS)

1. Definition: "Land mobile radio (LMR)," as used in this contract, means any radio or radio system as defined by CFR Title 47, Telecommunications, Chapter 1 - Federal Communications Commission.

2. Employees and subcontractors of the Contractor shall turn off all their LMR equipment prior to entry into the outer gates of the Naval Shipyard Puget Sound (NAVSHIPYDPUGET). Operation, even in the receive mode, will not be permitted from the motor vehicle or hand-held radio equipment without the prior written permission from the Frequency Manager's office and NAVSHIPYDPUGET Security (see paragraph 3 below). Contractor LMR equipment may be operated within the confines of the Shipyard and the Controlled Industrial Area (CIA) after written permission is obtained, provided the following requirements are followed:

a. Transmissions on contractor radios shall be strictly limited to those needed to support completion of the contracts for which permission was granted in accordance with paragraph 3 below.

b. Operators shall not transmit in Nuclear Work Areas, Controlled Nuclear Information Areas or Classified Work Areas, or outside the areas designated on the authorization memorandum from NAVSHIPYDPUGET Security.

c. Operators shall not transmit within 15 feet of a Shipyard computer or a Shipyard computer terminal.

d. No information shall be transmitted relative to Shipyard industrial operation, ship movements, or information concerning emergencies (actual or simulated) involving the Shipyard.

e. Precautions shall be taken to prevent inadvertent transmissions or changes of frequencies from that submitted on the Radio Operations Request form (see Attachment to this solicitation/contract); i.e., locked key pad, locked push-to-talk button, etc.

f. Transmitter spurious and/or harmonic radiations shall be within FCC design specifications and shall not cause interference with radio frequencies and/or any electronic or electrical equipment used at the Shipyard complex.

g. Each operator shall be aware that a cease transmission order from cognizant Security personnel, the Industrial Watch Officer, or the Shipyard Frequency Manager, must be immediately obeyed.

3. If desired, the Contractor shall request permission to operate LMR equipment inside NAVSHIPYDPUGET by completing the attached PSNS Form 2093/1 and submitting it to the Contracting Officer. The Contracting Officer will coordinate permission with the NAVSHIPYDPUGET Frequency Manager (Code 1124.1, (360) 476-3356). An authorization sticker for each approved LMR will be issued. Under no circumstances shall the Contractor permit use of its land mobile radio equipment within the outer gates of NAVSHIPYDPUGET until permission has been formally stated in the contract award or by modification.

NUZ CH804 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL

a. Permission to visit. Whenever Contractor personnel are required to perform work aboard a ship of U.S. Navy or associated Shore Facility, the Contractor shall submit a written request to visit that ship/facility to the facility or ship Security Officer and to Code @@ .

(1) For classified visits, the visit request shall include all information required by Chapter 6 of DoD 5220.22-M "National Industrial Security Program Operating Manual (NISPOM)".

(2) For unclassified visits, the visit request shall include the following information on each person visiting the user agency's facility or ship. The request shall be on company letterhead stationery with company address/telephone number and provide the following information:

Name_____
Job Title/Position_____
Government Security Clearance, if any _____
SSN_____
Date/Place of Birth_____
Citizenship_____
Current Residence Address_____
Length of Visit (if known)_____

b. Citizenship. No employee or representative of the Contractor shall be admitted to any facility or ship of the U.S. Navy unless satisfactory proof of citizenship of the United States has been furnished.

c. Access Badge. Each contractor/subcontractor employee must obtain an access badge prior to visiting or performing work on a Government installation. Two pieces of identification and a completed copy of the Department of Homeland Security Form I-9 "Employment Eligibility Verification" are required prior to issuance or reissuance of an access badge. Form I-9 is available at the following website:
http://www.uscis.gov/graphics/formsfee/forms/i-9.htm.

d. Compliance with Security Regulations.

(1) The Contractor shall comply with the security regulations in force at @@ . Company-granted clearances are not valid for access to restricted areas or information. If access to these areas or information is involved, contractor personnel must possess a Government-granted clearance based on formal investigative actions. Contractor personnel may be required to fill out a form regarding involvement with alcohol or dangerous drugs, police records, relatives living abroad, and personal foreign travel as a condition for receiving a clearance.

(2) If applicable, special security provisions for access to classified information are set forth in the attached DD Form 254, Contract Security Classification Specifications.

(3) It is the Contractor's responsibility to collect and account for all personnel identification passes/badges and vehicle passes issued to his employees when no longer needed. The Contractor must return all passes/badges to the facility security office within three (3) days of the separation of an individual from employment on this contract.

(4) It is the Contractor's responsibility to assure that his employees are aware of, and comply with, the security requirements of the facility or ship as set forth in the contract and as explained at the pre-award or post-award conference, if applicable. Noncompliance by an individual can result in denial of access to the facility or ship.

(5) If a Contracting Officer's Representative (COR) is appointed in this contract, a listing of persons employed on the contract indicating that they have been briefed on the facility/ship security requirements shall be submitted to the COR within 14 days after award of the contract. The list is in addition to that shown in paragraphs a, b, and c above. The list shall also include a description of all company vehicles, including road equipment and office supply trailers, to be employed on the facility, along with license numbers, if applicable. The Contractor shall promptly notify the COR of any changes to the list.

NUZ CH811
STANDARD WARRANTY

The Contractor shall extend to the Government the full coverage of any standard warranty normally offered in a similar sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard warranty does not waive the Government's rights under any "Inspection" clause that may be in the contract nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard warranty. The standard warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The Contractor shall provide a copy of its standard warranty (if applicable) with its offer. The warranty covers a period of _____ months (offeror is to insert number).

NUZ D14
HAZARDOUS MATERIAL, PREPARATION FOR DELIVERY

1. The preservation, packaging, and packing of hazardous materials shall be in accordance with the requirements of one of the regulations listed below, depending upon the mode of shipment. In the event of any discrepancies between the contract requirements and these regulations, the applicable regulation shall govern. Shipments must be packaged, packed, marked, labeled and certified in proper condition for transportation according to the following appropriate regulation:

a. Department of Transportation Code of Federal Regulations, Title 49, parts 100-199, as applicable, for domestic shipments;

b. U.S. Postal Service Publication #52 for shipments via the U.S. mail system;

c. International Maritime Organization's (IMO's) International Maritime Dangerous Goods Code (IMDGC) for shipments intended for delivery overseas via water transportation;

d. International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods By Air or International Air Transport Association (IATA) Dangerous Goods Regulation for shipment via commercial air; and

e. AFJMAN 24-204 (formerly AFR 71-4)/TM 38-250/NAVSUP PUB 505/MCO P4030.19/DLAM 4145.3 (Preparing Hazardous Material for Military Air Shipments).

2. Address/Commodity marking and labeling requirements shall be in accordance with MIL-STD-129 and the appropriate governing regulation for the mode of shipment.

3. Unless otherwise stated below, assume surface transportation.

@@

4. Limited Quantities. If an item offered for transportation falls within the guidelines of a limited quantity and is not regulated by the applicable mode of transportation, it shall be packaged to meet the requirements of Level A packaging listed in MIL-STD-2073-1.

5. In addition to the above, packaging (container and containment components) designs shall pass all applicable performance-oriented packaging (POP) tests in accordance with Title 49 CFR, the ICAO, IATA or IMDGC. Compressed gases are excluded from these tests. Each packaging of acceptable design shall bear certification markings outlined in the regulations. All certificates and test reports denoting test compliance shall be available for inspection by authorized government representatives.

6. Contractors shall submit any discrepancies between contractually specified packaging procedures and Title 49 requirements to the Contracting Officer for review and evaluation.

7. Non-Manufactured Wood Packing. All non-manufactured wood utilized in wood pallets and wood containers shall be heat treated to a minimum core temperature of 56 degrees centigrade for 30 minutes and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC). Refer to www.aphis.usda.gov/ppq/swp/eunmwp.html for wood packing policy, enforcement regulations and accredited agencies. Non-coniferous (hardwood) and manufactured wood, such as particleboard and plywood, are exempt from this requirement.

NUZ E26 CONSTRUCTIVE ACCEPTANCE

In accordance with FAR 32.904(b)(1)(ii)(B)(4), the Contracting Officer has determined that more than seven days are needed for constructive acceptance. The following number of days for constructive acceptance applies to paragraph (a)(5)(i) of FAR Clause 52.232-25, "Prompt Payment", which is incorporated by reference:

@@ days for constructive acceptance.

NUZ F500
TIME OF DELIVERY (INDEFINITE DELIVERY CONTRACTS)

The articles (services) to be furnished hereunder shall be delivered (performed) within @@ after the date of each order placed, except that when the needs of the Government permit, orders may provide a longer time for delivery.

NUZ F63 PLACE OF DELIVERY - DESTINATION

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to: @@

NUZ F71
DELIVERY NOTIFICATION REQUIREMENTS

a) The contractor shall notify the designated point of contact (POC) listed below 24 hours prior to delivery of supplies to Commander Navy Region Northwest (CNRNW) commands listed below. This notification shall include the following information:

1) Name of vendor supplying the material
2) Item(s) to be delivered
3) Name of delivery/drayage contractor delivering item(s)
4) Expected time of delivery
5) Name of driver(s), if known
6) Type of delivery vehicle, if known

b) Notice shall be provided by FAX to the applicable POC listed below:

Commands	POC	PHONE	FAX
Naval Base Kitsap-Bremerton Annex	Peter Llanes	360-476-7850	360-476-8939
Naval Base Kitsap-Bangor Annex	Marian Esguerra	360-396-4135	360-396-7444
Puget Sound Naval Shipyard	Central Dispatching	360-476-7346	360-476-8414
FISC Puget Sound / DDPW	Dispatch Clerk	360-476-7850	Phone for Appt.
NAVSTA Everett	Customer Service	425-304-4007	425-304-4010
NAS Whidbey	Anne Monroe	360-257-6482	360-257-2387
NUWC Keyport	Judy Parks	360-396-2935	360-396-2598
Naval Hospital Bremerton	Cynthia Hellenga	360-475-4530	360-475-4355
Manchester Fuel Depot	Vicky Clark	360-476-2135 x221	360-476-8305

c) Prior notification is not required for regularly scheduled deliveries with badged drivers in trucks with DOD decals.

d) All deliveries to CNRNW commands must pass through the base Truck Inspection Station. All delivery vehicles and any weight handling equipment are subject to inspection. Drivers should expect delays due to heightened security.

e) Drivers entering the Controlled Industrial Area (CIA) within Puget Sound Naval Shipyard and the Operations Area of Naval Base Kitsap-Bangor Annex MUST be United States citizens and should be prepared to provide appropriate proof of U.S. citizenship to security personnel.

NUZ G1
CONTRACTOR POINT OF CONTACT

(a) In the event your firm receives a contract as a result of this solicitation, designate a person whom the Government may contact during the period of the contract for prompt contract administration.

NAME: _____
TITLE:_____
ADDRESS: _____
_____
PHONE:_____
TOLL-FREE PHONE NO: (800)_____
FULL INTERNET E-MAIL ADDRESS: _____
_____
FAX NO:_____

(b) This contract may be subject to Contract Performance Assessment Reporting System (CPARS). Designate an individual who has the authority to review and provide comments on Government appraisals of your firm's performance under this contract.

NAME: _____
TITLE:_____
PHONE:_____
TOLL-FREE PHONE NO: (800)_____
FULL INTERNET E-MAIL ADDRESS: _____
_____

NUZ G501
NOTICE TO CONTRACTOR -"REMIT TO" ADDRESS

The offeror shall indicate in the space provided below the address to which payment should be mailed, if such address is different from that shown for the offeror. The address may be different but the contractor's name must be the same as page 1 on the resultant contract/order, or there must be a proper Notice of Assignment. This invoice information is critical to prevent delays in payment.

_____
_____
_____

NUZ G502
APPOINTMENT OF ORDERING OFFICER(S)

a. The following activity(ies) or individual(s) is/are designated as authorized Ordering Officer(s):

Name(s): @@
Activity: @@
Address: @@
Phone: @@

( ) For Orders <$ @@
( ) For All Orders

If there is a dollar limitation for the above Ordering Officer(s), the Administrative Contracting Officer (ACO) shall be the Ordering Officer for Delivery Orders greater than the limitation. The ACO may be the Ordering Officer for Delivery Orders less than the limitation, if necessary.

b. The above activity(ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the ACO for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Terminations for Convenience or Terminations for Default shall be issued only by the ACO.

NUZ G503
CONTRACT ADMINISTRATION PLAN (SEP 2003) (FISCPS)

In order to expedite administration of this contract/order, the following delineation of duties is provided. The names, addresses, e-mail addresses and phone numbers for each individual or office is specified below or will be provided upon award. The individual/ position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

    a. All pre-award information, questions, or data;
    b. Freedom of Information inquiries;
    c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
    d. Arranging the post-award conference (see FAR 42.503).

Name: @@
Address:@@
E-mail: @@
Phone: @@

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: @@
Address:@@
E-mail: @@
Phone: @@

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: @@
Address:@@
E-mail: @@
Phone: @@

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: @@
Address:@@
E-mail: @@
Phone: @@

5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:

    a. Liaison with personnel at the Government installation and the contractor personnel on site;
    b. Technical advice/recommendations/clarification on the statement of work (SOW);
    c. The SOW for delivery/task orders placed under this contract;
    d. An independent government estimate of the effort described in the definitized SOW;

e. Quality assurance of services performed and acceptance of the services or deliverables;
f. Government-furnished property (GFP);
g. Security requirements on Government installation;
h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the delivery/task order;
i. Certification of invoice for payment; and/or
j. Generation of CPARS report after completion of each period of performance (i.e., base period, option year, etc.).

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved.

THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SOW IN THE CONTRACT OR DELIVERY/TASK ORDER.

COR Name: @@
Address: @@
E-mail: @@
Phone: @@

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: @@
Address: @@
E-mail: @@
Phone: @@

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:

a. Identifying contractor deficiencies to the COR;
b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
c. Identifying contractor noncompliance with reporting requirements;
d. Evaluating contractor proposals for specific delivery/task orders and identifying areas of concern affecting negotiations;
e. Reviewing contractor status reports and providing recommendations for acceptance, rejection and/or clarification;
f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions;
h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor; and
i. Assisting in preparation of final report on contractor performance for the applicable contract/delivery/ task order.

Name: @@
Address:@@
E-mail: @@
Phone: @@

7. ORDERING OFFICER is responsible for:

a. Requesting, obtaining, and evaluating proposals for orders to be issued;
b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
c. Obligating the funds by issuance of the delivery/task order;
d. Authorization for use of overtime;
e. Authorization to begin performance; and/or
f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

a. Type of order issued is limited by this contract to @@ pricing arrangements;
b. No order shall be placed in excess of $ @@ without the prior approval of the PCO;
c. No order shall be placed with delivery requirements in excess of @@;
d. The Ordering Officer may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of the basic contract; and/or
e. The Ordering Officer may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/task, but Terminations for Convenience or Terminations for Default shall be issued only by the CAO.

Name: @@
Address:@@
E-mail: @@
Phone: @@

NUZ H15
METHOD OF PAYMENT UNDER INDIVIDUAL ORDERS

a) Each order issued under this contract shall specify the method of payment. Payment shall be either via electronic funds transfer in accordance with FAR 52.232-33 or via Government purchase card in accordance with FAR 52.232-36.

b) If an individual order specifies payment by purchase card, the following clauses which may be incorporated as part of the basic contract will not apply to that order:

52.213-1 Fast Payment Procedures
52.232-8 Discounts for Prompt Payment
52.232-23 Assignment of Claims
52.232-25 Prompt Payment

Agmt1

This agreement is entered into this day of 20 , by the United States of America (the "Government") represented by , the Contracting Officer, and , a corporation organized and existing under the laws of the State of (the "Contractor").

OFFICE OF NAVAL RESEARCH (ONR) CLAUSE BOOK

PREFACE

The purpose of this Clause book is to list the standard acquisition clauses available for use by the Office of Naval Research (ONR). This Clause book was compiled after extensive review and revision of the previous Clause book with updates through January 2008.

This Clause book shall serve as the baseline for ONR clauses to be used in ONR contractual actions. ONR Policy Memorandum shall govern the management, approval and use of the clauses contained in this Clause book. For appropriate use of regulation clauses (FAR, DFARS, and NMCARS), consult applicable regulations.

This Clause book is a living document, and therefore, will periodically include updates, revisions, new clauses and deletions. All approved ONR clauses are included as "local clauses" on the ONR Q drive. Please note, clauses in the Clause book and on the Q drive are not mandatory, but are available for use throughout ONR in accordance with their prescriptions for use.
This Clause book shall be effective for solicitations and contracts issued on or after November 22, 2006. Solicitations and resultant contracts issued prior to this date need not be amended or modified to conform to this Clause book.

GENSTA S. BELTON
Director, Contracting Activity and Policy

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ONR 5252.210-9708 - Metrication Requirements (DEC 88)

(a) All scientific and technical reports delivered pursuant to the terms of this contract shall identify units of measurement in accordance with the International System of Units (SI) commonly referred to as the "Metric System". Conversion to U.S. customary units may also be given where additional clarity is deemed necessary. Guidance for application of the metric system is contained in the American Society of Testing Materials document entitled "Standard Practice for Use of the International System of Units (The Modernized Metric System)" (ASTM Designation E380-89A).

(b) This provision also applies to journal article preprints, reprints, commercially published books or chapters of books, theses or dissertations submitted in lieu of a scientific and/or technical report.

ONR 5252.216-9706 Level of Effort (DEC 88)

1) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for the performance of this contract shall be [redacted] total hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in Paragraph 11 below.

Comment [JK1]: Insert the appropriate number of hours of direct labor.

2) The level of effort for this contract shall be expended at an average rate of [redacted] hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

Comment [JK2]: Insert the average monthly expenditure rate.

3) The Contractor is required to notify the Contracting Officer when any of the following situations occur or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

4) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fixed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

5) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph 1 above would be used

prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

6) If the total level of effort specified in paragraph 1 above is not provided by the Contractor during the period of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{\text{Required LOE Hours} - \text{Expended LOE Hours}}{\text{Required LOE Hours}}$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost", require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph 1 shall have been expended, at no increase in the fixed fee of this contract.

7) In the event the government fails to fully fund the contract in a timely manner, the term of the contract will be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.

8) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph 1 above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the contractor has delivered at least 95% of the level of effort required in paragraph 1 above.

9) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort that was estimated by the government or proposed by the Contractor.

10) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Costs" or "Limitation of Funds", either of which clauses as incorporated herein applies to this contract.

11) A breakdown of the total level of effort is as follows:

Labor Category	**Hours**

ONR 5252.216-9775 Increase in Level of Effort (Cost-Reimbursement) (Mar 1992)

(a) In addition to any other option rights that may be provided to the Government by this contract, the Government shall have the right, within any given contract period established in Section C of this contract, to increase the level of effort by up to thirty percent (30%) of the total level of effort for that period at the same labor mix as proposed in the contract for that period. The Contractor agrees to accept such increase in the level of effort at an increase in the estimated cost and an increase in the fixed fee which are calculated as follows:

$$IEC = (ILOE/LOE) \quad x\ EC$$

$$IFF = (ILOE/LOE) \quad x\ FF$$

IEC	=	The increase in the estimated cost.
ILOE	=	The increase in the level of effort.
LOE	=	The level of effort contracted for the contract year in which the level of effort is increased.
EC	=	The estimated cost contracted for in the contract year in which the level of effort is increased.
IFF	=	The increase in the fixed fee.
FF	=	The fixed fee contracted for in the contract year in which the level of effort is increased.

This option may be exercised at any time or times prior to the end of the affected period provided however, that the exercise of such option must give the Contractor sufficient time to provide all of the man-hours for that period, including the increase, by the end of the affected period.

(b) Any exercise by the Government of its option rights under this clause shall be effected by written notice from the Contracting Officer.

(c) The exercise of the option shall be formally reflected by a modification to this contract increasing the estimated cost and fixed fee and adjusting the Level of Effort provision for the affected contract period.

ONR 5252.219-9717 Special Small Business Innovative Research (SBIR) Requirements (DEC 88) - DEVIATION Special Small Business Technology Transfer (STTR) Requirements (SEP 94)

A minimum of 40% of the research and/or analytical effort shall be carried out by the small business firm and a minimum of 30% of the effort shall be carried out by the research institution, unless approved in writing by the Contracting Officer.

The research or research and development work under this contract shall be performed by the Contractor in the United States. "United States" means the several states, the Territories and possessions of the United States, the Commonwealth of Puerto Rico, and the Commonwealth of the Northern Mariana Islands, the Trust Territory of the Pacific Islands, and the District of Columbia.

The principal investigator must be primarily employed with the small business firm or research institution and the small business concern must have at least one employee in a management position whose primary employment is with the small business and who is not also employed by the research institution. Primary employment means that more than one half of the employee's time is spent with the small business.

The small business must negotiate a written agreement with the research institution allocating intellectual rights as described in section 3.5.e of the solicitation.

ONR 5252.222-9709 Minimum Wage Rates (DEC 88)

Minimum wage rates as determined by the United States Department of Labor shall be applicable to this contract. The Department of Labor wage determination will be provided to the Contractor upon its receipt by the Government.

ONR 5252.231-9712 Pre-Contract Costs (DEC 88)

In accordance with FAR 31.205-32, all costs which have been incurred by the Contractor on or after [redacted] and before the effective date of this contract, where their incurrence is necessary to comply with the proposed schedule, will be considered allowable only to the extent that they would have been allowable if incurred after the date of contract award and only to a maximum of [redacted] through the date of contract award.

Comment [JK3]: Insert Appropriate Date

Comment [JK4]: Insert Appropriate Dollar amount as follows: $0.00

ONR 5252.235-9700 Acknowledgment of Sponsorship (DEC 88)

Comment [SV5]: Insert this clause in Section H when the Government feels that the Contractor when releasing information should acknowledge the Gov't agency which sponsored the effort

(a) The Contractor agrees that in the release of information relating to this contract, such release shall include a statement to the effect that the project or effort depicted was or is sponsored by the agency set forth in the Schedule of this contract, and that the content of the information does not necessarily reflect the position or policy of the Government and no official endorsement should be inferred.

(b) For the purpose of this clause, "information" includes but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, etc.

(c) Nothing in the foregoing shall affect compliance with the requirements of the clause of this contract entitled "Security Requirements" (FAR 52.204-02 and Alternate I) if such clause is a part of the contract.

(d) The Contractor further agrees to include this provision in any subcontract awarded as a result of this contract.

<TOC

ONR 5252.235-9714 REPORT PREPARATION (NOV 2006)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005, **Scientific and Technical Reports - Preparation, Presentation and Preservation.**

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at http://www.niso.org . NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904
Fax: 301-206-9789.]

ONR 5252.235-9715 Research Responsibility (DEC 88)

(a) In the conduct of the research effort identified in this contract, the Contractor shall bear primary responsibility for the conduct of the research and will exercise judgment towards attaining the stated research objectives within the limits of the terms and conditions of the contract; provided, however, that the Contractor will obtain the Contracting Officer's approval to change (i) the methodology or experiment when such is stated in the contract as a specific objective; (ii) the stated objectives of the research effort; or (iii) the phenomenon or phenomena under study. Consistent with the foregoing, the Contractor shall conduct the work as set forth in this contract.

(b) When the decision to enter into this contract is based to a considerable extent upon the Principal Investigator's knowledge of the field of study and his capabilities to manage the research project in an effective and productive manner, the Principal Investigator identified in the contract shall be continuously responsible for the conduct of the research project and shall be closely involved with the research efforts.

(c) The Contractor shall advise the Contracting Officer if the Principal Investigator identified in this contract plans to devote substantially less effort to the work than anticipated.

(d) The Contractor shall obtain the Contracting Officer's approval prior to changing the Principal Investigator identified in this contract, or prior to continuing the research work during a continuous period in excess of three months without the participation of an approved Principal Investigation.

ONR 5252.237-9705 Key Personnel (DEC 88)

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least ____ days in advance ____ days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Labor Category	First/M/Last Name

ONR 5252.237-9707 Marking of Reports (DEC 88)

All reports delivered under the terms of this contract shall prominently show on the cover of the report:

(1) Name and business address of the Contractor
(2) Contract Number
(3) Contract dollar amount
(4) Whether the contract was competitively or non-competitively awarded
(5) Sponsor:

NAME

ACTIVITY

OFFICE LOCATION

ONR 5252.242-9704 Indirect Cost Ceiling

For purposes of billing and provisional payment under the contract, the rates of % Overhead on Direct Labor Costs and % for General and Administrative expense shall be used. Final payment shall be based on the application of the applicable audited rates. However, in no event shall rates in excess of % Overhead on Direct Labor Costs and % for General and Administrative Expense be allowed.

(Version for 2008 funding)
This contract is funded with Fiscal Year 2008 basic research appropriations and is subject to the reimbursement limit of Indirect costs set forth in Section 8115 of the Department of Defense Appropriations Act, 2008 (P.L 110-116). Payment of Indirect costs for research with funds obligated by this action may not exceed 35% of the total funds provided under this contract action.

(Version for 2009 funding)
This contract is funded with Fiscal Year 2009 basic research appropriations and is subject to the reimbursement limit on indirect costs set forth in Section 8109 of the Department of Defense Appropriations Act, 2009, (P.L. 110-329). Payment of indirect costs for research with funds obligated by this action may not exceed 35% of the total funds provided under this contract action.

Insert a similar clause for Assistance vehicles, substituting "grant" for "contract action

ONR 55252.242-9720 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (SEP 1996)

The COR for this contract is:

Name:

Code:

Mailing Address:

Telephone No:

The Alternate COR for this contract is:

Name:

Code:

Mailing Address:

Telephone No:

The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, to change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery order).

When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (ordering officer) in writing. No action shall be taken by the contractor until the contracting officer (or ordering officer) has issued a modification to the contract (or delivery order) or has otherwise resolved the issue.

In the absence of the COR named above (due to reasons such as leave, illness, official travel), all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR.

<TOC

ONR 5252.244-9701 Contractor-Acquired Property (Inclusive of Special Test Equipment) (APR 2009)

(a) The Contractor is authorized to acquire the following equipment needed to accomplish this contract:

Equipment to be Acquired	Estimated Cost

(b) The Contracting Officer's consent, if required by paragraph (c) of the contract clause entitled "Subcontracts," is hereby given for the acquisition of the above items.

(c) Pursuant to the contract clause entitled "Government Property," title to the property shall vest in the Government.

OR

(c) Pursuant to FAR 35.014 and subparagraph (e) of the appropriate alternate version of the "Government Property" clause 52.245-1, if equipment is purchased with government funds available for research, title to the equipment shall vest in the Contractor upon acquisition without further obligation to the Government.

PLUS, IF THE CONTRACTING OFFICER DETERMINES IT TO BE APPROPRIATE, REPLACE "without further obligation to the Government" ***ABOVE WITH . . . .***

subject to the Government's right to direct transfer of the title to the Government or to a third party within 12 months after the contract's completion or termination. Transfer of title to the Government or third party shall not be the basis for any claim by the Contractor under the Disputes clause.

PLUS, IF APPLICABLE . . . .

"(d) Prior to acquisition of any item of Industrial Plant Equipment with an acquisition cost of $15,000 or more, the Contractor must comply with the applicable requirements of the Department of Defense Federal Acquisition Regulation Supplement (DFARS) 245.302-1(b)(1)(A)."

OR, IF AN SBIR AWARD . . . .

"(c) Pursuant to 15 U.S.C. 638 as implemented by the U.S. Small Business Administration Small Business Innovation Research Program Policy Directive, title to the equipment shall vest in the Contractor. The Contractor agrees that no charge will be made to the Government for any depreciation, amortization, or use of the equipment under any existing or future Government contract or subcontract there under."

Comment [COMMENT6]: January 15, 1999 GLANCEB The consent under 52.244-2(c) pertains only to fixed-price type contracts. Consent under these contracts is only required on unpriced actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

Paragraph (d) is if the Contractor DOES NOT have an approved purchasing system and the subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type or

is fixed-price and exceeds the greater of the simplified acquisition threshold or 5% of the total estimated cost of the contract

Paragraph (e) is if the Contractor has an approved purchasing system and the Contracting Officer has expressly retained the right to consent.

Comment [COMMENT7]: NOTE. If the Contractor is an educational institution or nonprofit research organization and the Contracting Officer wishes to specify the equipment approved for acquisition and vest title to the equipment in the institution, substitute the following paragraph for paragraph (c):

Comment [COMMENT8]: NOTE. If special test equipment is to be acquired, insert "special test" before "equipment" in paragraph (a).

Comment [COMMENT9]: NOTE. If industrial plant equipment is to be acquired, the following paragraph should be added:

Comment [COMMENT10]: NOTE. If the contract is awarded under the SBIR Program and the Contracting Officer has determined at the time of award that title to equipment acquired under the contract should be transferred to the SBIR contractor, the following paragraph should be substituted for paragraph (c):

ONR 5252.245-9702 Government Furnished Equipment (DEC 88)

In the performance of work hereunder, the Government shall furnish the Contractor on a rent-free, non-interference basis, the use of: accountable under Contract Number N00014-xx-x-xxxx provided, however, that such equipment shall be used only to the extent that such use will not interfere with the performance of that contract for which this equipment was originally provided.

Comment [gb11]: Type in the equipment to be used.

Comment [SV12]: Insert Contract Number that the equipment is accountable under.

ONR 5252.245-9719 Title to Equipment Having an Acquisition Cost of $5,000 or More (DEC 88)

In the implementation of paragraph (c) of the Government Property Clause set forth in Section I of this contract, and pursuant to the provisions of FAR 35.014(b) (2), title to equipment and other tangible personal property having an acquisition cost of $5,000 or more, purchased with funds available for the conduct of research, shall, as determined by the Administrative Contracting Officer:

(i) Vest in the Contractor upon acquisition without further obligation to the Government;

(ii) Vest in the Contractor, subject to the Government's right to direct transfer of the title to the Government or a third party within 12 months after the contract's completion or termination (transfer of title to the Government or third party shall not be the basis for any claim by the Contractor); or

(iii) Vest in the Government, if the Contracting Officer determines that vesting of title in the Contractor would not further the objectives of the agency's research program.

ONR 5252.216-9706 Level of Effort (DEC 88)

1) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for the performance of this contract shall be total hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in Paragraph 11 below.

Comment [JK13]: Insert the appropriate number of hours of direct labor.

2) The level of effort for this contract shall be expended at an average rate of hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

Comment [JK14]: Insert the average monthly expenditure rate.

3) The Contractor is required to notify the Contracting Officer when any of the following situations occur or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

4) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fixed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

5) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph 1 above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

6) If the total level of effort specified in paragraph 1 above is not provided by the Contractor during the period of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{\text{Required LOE Hours} - \text{Expended LOE Hours}}{\text{Required LOE Hours}}$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost", require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph 1 shall have been expended, at no increase in the fixed fee of this contract.

7) In the event the government fails to fully fund the contract in a timely manner, the term of the contract will be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.

8) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph 1 above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the contractor has delivered at least 95% of the level of effort required in paragraph 1 above.

9) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort that was estimated by the government or proposed by the Contractor.

10) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Costs" or "Limitation of Funds", either of which clauses as incorporated herein applies to this contract.

11) A breakdown of the total level of effort is as follows:

Labor Category	Hours

SPAWAR Component Clauses & SOW/PWS Language

5252.201-9201 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006)

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

CONTRACTING OFFICER REPRESENTATIVE

Name:
Code:
Address:

Phone Number:
E-mail:

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

(End of clause)

PRESCRIPTION: This clause may be inserted into service contracts, when an individual at the requiring activity is required to provide technical expertise and/or advice to the contracting officer, and/or provide technical direction to the Contractor.

NOTE: (1) This clause is for use with the DFARS 252.201-7000 "Contracting Officer's Representative" clause.
(2) For Technical Direction Letters, see the SCPPM.
(3) Send COR letters to the contractor and DCMA as required.

REFERENCE: DFARS 201.602-70

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION G CLAUSES

5252.204-9200 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. [*Contracting officer insert attachment number*] involves access to and handling of classified material up to and including [*Contracting officer insert level of security (confidential, secret, etc.)*].

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer [*Contracting officer insert code and address*].

(End of clause)

PRESCRIPTION: This clause is for use when a DD Form 254 is required. When using this clause include the FAR 52.204-2 "Security Requirements" clause in Section I by reference.

REFERENCE: FAR 4.402 Policy
DFARS 204.402

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.204-9201 TECHNICAL POINT OF CONTACT (SBIR CONTRACT) (JUN 2009)

(a) The Point of Contact for the technical requirements of this contract (e.g., the Statement of Work) is:

Space and Naval Warfare Systems Command
Attn: M , Code
Bldg OT- , Room
4301 Pacific Highway
San Diego, Ca. 92110-3127

E-mail

PH: (619) xxx-xxxx
FAX: (619)xxx-xxxx

[*Contracting officer insert name, address, telephone and FAX number in paragraph (a) of the technical point of contact*]

(b) The Point of Contact for matters regarding the processes and requirements of the SBIR Program is:

Space and Naval Warfare Systems Center Pacific
Attn: Summer Jones, Code 72142
53560 Hull Street, Bldg. A33
San Diego, CA 92152-5001
PH: (619) 226-5295

E-mail

or

Anti-Submarine Warfare (ASW) Fleet Training Center
JPEO JTRS
Attn: Alan Sweeney
33000 Nixie Way
BLDG 50, Suite 339
San Diego, CA 92147

E-mail

(c) These technical points of contact do not have the authority to take any action, either directly or indirectly, that would change the pricing, quantity, place of performance, delivery schedule, or any other terms and conditions of the contract or to direct the accomplishment of effort which goes beyond the scope of the contractor's proposal.

(End of clause)

PRESCRIPTION: Use in all SBIR Phase I and SBIR Phase II contracts.

REFERENCE: SPAWAR INST 4380.3B

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION G CLAUSES

5252.204-9202 CONTRACTOR PICTURE BADGE (JUL 2013)

(a) A contractor picture badge may be issued to contractor personnel by the [*Contracting officer insert name of issuing office*] upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at [*Contracting officer insert name of Government installation*] prior to completion of the picture badge request.

(b) The contractor assumes full responsibility for the proper use of the identification badge and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the contract.

(c) At the completion of the contract, the contractor shall forward to [*Contracting officer insert name of issuing office*] a list of all unreturned badges with a written explanation of any missing badges.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts when the contractor will be on government installation(s) on base for an extensive period of time. Note - SPAWAR Picture badges are only used for entry at SSC PAC and Common Access Cards (CAC) are used for entry at SPAWAR HQ and SSC LANT. Consider adding an 'Navy Marine Corps Intranet (NMCI)' paragraph to the PWS in order to clearly describe the CAC card issuance process.

The following are suggestions for the above issuing office field:

SPAWARSYSCOM Security Office
(http://www.public.navy.mil/spawar/Pacific/Pages/VisitorInformation.aspx)

SSC Pacific Security Office (http://www.public.navy.mil/spawar/Pacific/Pages/VisitorInformation.aspx)

SSC Atlantic Security Office (http://www.public.navy.mil/spawar/Atlantic/Pages/Visitors.aspx)

REFERENCE: FAR 4.402,
DFARS 204.402 and

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.209-9201 ORGANIZATIONAL CONFLICT OF INTEREST (SYSTEMS ENGINEERING) (DEC 1999)

(a) This contract provides for systems engineering and related technical support for [*Contracting officer insert program or project name*]. The parties recognize that by the Contractor providing this support, a potential conflict of interest arises as defined by FAR 9.505-1.

(b) For the purpose of this clause, the term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor of the contractor.

(c) During the term of this contract and for a period of [*Contracting officer insert the period of time*] after completion of this contract, the Contractor agrees that it will not supply (whether as a prime contractor, subcontractor at any tier, or consultant to a supplier) to the Department of Defense, any product, item or major component of an item or product, which was the subject of the systems engineering and/or technical direction in support of [*Contracting officer insert program or project name*] performed under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(d) The Contractor further agrees that it will not perform engineering services and technical support of the type described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct engineering and technical support on such products and to take no action until directed to do so by the Contracting Officer.

(e) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this Organizational Conflict of Interest clause.

(End of clause)

PRESCRIPTION: An Organizational Conflict of Interest clause for systems engineering and technical direction should be used whenever the Contracting Officer has reason to believe the conditions of FAR 9.505 apply. The Contracting Officer needs to consider the input from the requiring activity, legal counsel and even the contractor itself when considering the need for and nature of any potential Organizational Conflict of Interest (OCI) clause. The approval of the chief of the contracting office must be obtained in accordance with FAR 9.506. It is only necessary for a potential conflict of interest to exist. The need for and nature of any potential conflict of interest will vary. Therefore, the Contracting Officer has discretion as to the specific language of this clause.

REFERENCE: FAR 9.505-1

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.209-9202 ORGANIZATIONAL CONFLICT OF INTEREST (SPECIFICATION PREPARATION) (DEC 1999)

(a) This contract, in whole or in part, provides for the Contractor to draft and/or furnish specifications in support of [*Contracting officer identify system or program*]. Further, this contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions in support of [*Contracting officer identify system or program*]. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.505-2.

(b) During the term of this contract and for a period of [*Contracting officer insert period of time after contract completion that contractor will not be allowed to supply time*] after completion of this contract, the Contractor agrees that it will not supply as a prime contractor, subcontractor at any tier, or consultant to a supplier to the Department of Defense, any product, item or major component of an item or product, which was the subject of the specifications and/or work statements furnished under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) For the purposes of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.

(d) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

(End of clause)

PRESCRIPTION: An Organizational Conflict of Interest clause for preparing specifications or work statements may be used whenever the Contracting Officer has reason to believe the conditions of FAR 9.505 apply. The Contracting Officer needs to consider the input from the requiring activity, legal counsel and even the contractor itself when considering the need for and nature of any potential Organizational Conflict of

Interest (OCI) clause. The approval of the chief of the contracting office must be obtained in accordance with FAR 9.506. It is only necessary for a potential conflict of interest to exist. The need for and nature of any potential conflict of interest will vary. Therefore, the Contracting Officer has discretion as to the specific language of this clause.

REFERENCE: FAR 9.505-2

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.209-9203 ORGANIZATIONAL CONFLICT OF INTEREST (ACCESS TO PROPRIETARY INFORMATION) (DEC 1999)

(a) This contract provides for the Contractor to provide technical evaluation and/or advisory and assistance services in support of [*Contracting officer insert system or program*]. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as described by FAR 9.505-3 and FAR 9.505-4.

(b) For the purpose of this clause, the term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor or assignee of the contractor.

(c) The Contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, which obligates the Contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. The Contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the same field as work performed under this contract whether as a prime, consultant or subcontractor at any tier.

(d) The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The Contractor further agrees that it will not perform technical evaluations as described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluations on such products and to take no action unless directed to do so by the Contracting Officer.

(f) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

(End of clause)

PRESCRIPTION: An Organizational Conflict of Interest clause for providing technical evaluation or advisory and assistance services or obtaining access to proprietary information may be used whenever the Contracting Officer has reason to believe the conditions of FAR 9.505 apply. The Contracting Officer needs to consider the input from the requiring activity, legal counsel and even the contractor itself when considering the need for and nature of any potential Organizational Conflict of Interest (OCI) clause. The approval of the chief of the contracting office must be obtained in accordance with FAR 9.506. It is only necessary for a potential conflict of interest to exist. The need for and nature of any potential conflict of interest will vary. Therefore, the Contracting Officer has discretion as to the specific language of this clause.

REFERENCE: FAR 9.505-3 and FAR 9.505-4

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.209-9204 EXISTING ORGANIZATIONAL CONFLICT OF INTEREST (FEB 1999)

(a) Definitions.

(1) "Contractor" means the firm signing this contract.

(2) "Supplier" means a firm, or a firm's subsidiaries, its parent corporation or subsidiary of the parent corporation, that is engaged in, or having a known prospective interest in the furnishing of [*Contracting officer insert name of the item being furnished*] in support of which, tasks will be performed under this contract.

(3) "Affiliates" means employees, directors, partners, participants in joint ventures, parent corporation, parent corporation subsidiaries, any entity into or with which the contractor may subsequently merge or affiliate, any other successor or assignee of the prime contractor and subcontractors.

(4) "Interest" means direct or indirect business or financial interest.

(b) Warranty Against Existing Conflict of Interest. The contractor warrants that neither it nor its affiliates have any contracts with, or any material or substantial interests in the hardware or software suppliers. For any breach of this warranty, the Government shall have the right to rescind this contract without liability or, at its discretion, terminate this contract for default. In such circumstances, the contractor shall not be entitled to reimbursement of any cost incurred in performing this contract or payment of any fee thereunder. Further, such shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

(End of clause)

PRESCRIPTION: Use in solicitations and contracts where the Contracting Officer has determined that such clause is necessary for avoiding, neutralizing, or mitigating a significant potential organizational conflict of interest involved in contract performance. Use with "Notice of Organizational Conflict of Interest" provision in Section L. This clause requires approval from the Chief of the contract office and legal counsel.

REFERENCE: FAR 9-502

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.209-9205 ORGANIZATIONAL CONFLICT OF INTEREST (DEC 2004)

(a) *Definition.*
"Support Services" includes, but is not limited to, program management support services, preparing program budget submissions, business financial reporting or accounting services or, advisory and assistance services including consultant services

(b) The Contracting Officer has determined that potentially significant organizational conflicts of interest may arise due to the nature of the work the Contractor will perform under this contract that may preclude the Contractor from being awarded future SPAWAR contracts in a related area. Whereas the Contractor has agreed to undertake this contract to provide "support services", it is agreed that the Contractor shall be ineligible to act as a prime contractor, consultant, or subcontractor to any prime contractor or subcontractor at any tier who is to supply the services, system or major components thereof for any project where the Contractor has provided or is providing support as described in FAR 9.505-1 through 9.505-4. The Contracting Officer may make a determination to allow a company to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraph (d) and (e) below. This determination may not be appealed.

(c) (1) If the Contracting Officer requests, and the Contractor submits an organizational conflict of interest mitigation plan that, after Government review is acceptable to the Government, the Contractor's parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a subcontractor or consultant on future SPAWAR contracts. The Government's determination regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the Government and are not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

(2) Any mitigation plan shall include, at a minimum, non-disclosure agreements to be executed by the Contractor and the Contractor's employees supporting the Government per paragraph (c) above. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); and data security measures.

(d) These restrictions shall apply to [*Contracting Officer insert the company name upon award of the contract*]. This clause shall remain in effect for [*Contracting Officer insert timeframe, which should normally be one year after completion of this contract. However, the contracting officer may insert a different timeframe, if another timeframe is justified.*]

(e) The Contractor shall apply this clause to any subcontractors or consultants, who have access to information, participate in the development of data, or participate in any other activity related to this contract which is subject to terms of this clause at the prime contractor level, unless the Contractor includes an acceptable alternate subcontractor provision in its mitigation plan. For subcontractors or consultants under this contract, if an organizational conflict of interest mitigation plan is submitted and acceptable to the Government, the subcontractor's parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a prime, subcontractor, or consultant on future SPAWAR contracts.

PRESCRIPTION: (a) Insert in solicitations and contracts when (1) the contractor will provide support services (e.g., program management support services, budgeting or accounting services or , advisory and assistance services including consultant services a, and (2) the contracting officer has reason to believe the conditions of FAR 9.505 apply. It is only necessary for a <u>potential</u> conflict to exist. The Contracting Officer

needs to consider input from the requiring activity, legal counsel, and even the contractor itself when considering the need for and nature of any potential organizational conflict of interest clause. Prior to insertion of this clause, the approval of the Chief of the Contracting Office must be obtained in accordance with FAR 9.506.

(b) When using this clause, the contracting officer will also insert into solicitations SPAWAR Claimancy Provision L-339, Notice of Organizational Conflict of Interest.

(c) The nature of any potential conflict of interest will vary. Therefore, the Contracting Officer may modify the language of paragraph (b), to specify the program or acquisition for which the organizational conflict of interest applies or may apply. Paragraph (c)(2) may also be modified as to the elements to be addressed in a mitigation plan to delete overly burdensome or complex elements for small businesses, or to add items for more complex programs (e.g., a plan addressing subcontractors with potential organizational conflict of interests.)

REFERENCE: SCPPM Document "Organizational Conflict of Interest"

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.209-9206 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

(End of clause)

PRESCRIPTION: This clause is to be inserted into all solicitations and contracts for services. Provision K-303 "Representation Regarding Employment of Navy Personnel" is to be used when using this clause.

NOTE: Any Contracting Officer approvals requested by the Contractor will be discussed with Legal Counsel prior to a determination as to acceptability.

REFERENCE: DOD 5500.7-R

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.211-9201 COMPLIANCE WITH SPECIFICATION (DEC 1999)

The effort required hereunder shall be in accordance with the specifications set forth herein and the offeror's technical proposal [*Contracting officer, at time of award, insert title, date and/or other identification (e.g., number of contractor's proposal). Incorporate only the applicable technical portions of contractor's proposal*.] which is incorporated herein by reference and made a part hereof. In the event any discrepancy

between the Government's specification and the Contractor's proposal, the Government's specification shall control unless otherwise noted herein.

(End of clause)

PRESCRIPTION: Use when it is anticipated that the contractor's technical proposal will be incorporated as part of the resulting contract.

REFERENCE: FAR Part 11

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.211-9202 COMPLIANCE WITH SPECIFICATIONS (MAR 1999)

If part or model numbers are used to describe the Items being offered, it is understood and agreed such items are in complete compliance with the specifications and such items are not offered as alternates or deviations.

(End of clause)

PRESCRIPTION: Use when part or model number(s) may be cited by offerors in their proposals as part of the description of the proposed item.

REFERENCE: FAR Part 11

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.211-9203 OFFERED EQUAL PRODUCT (JUL 1999)

The following equal product is being offered under the FAR 52.211-6 "Brand Name or Equal" provision:

Offering:

Manufacturer's Name	Brand	Model or Part No.

(End of clause)

PRESCRIPTION: This statement must be included immediately after the salient physical, functional, or performance characteristics specified in the solicitation. The salient characteristics should be specified in Section C of the solicitation/contract.

REFERENCE: Local Policy

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.211-9204 SBIR CONTRACT SPECIFICATIONS/WORK STATEMENT (DEC 1998)

(a) The effort required hereunder shall be in accordance with the contractor's technical proposal entitled " " dated [*Contracting officer insert title and date of contractor's proposal*]. The work shall be conducted and performed in accordance with the detailed obligations to which the contractor committed itself in the above referenced technical proposal in response to DoD Program Solicitation , Topic No. , entitled [*Contracting officer insert DoD SBIR Program solicitation number, topic number and title*].

(b) The technical volume of the contractor's proposal is incorporated by reference and hereby made subject to the provisions of the FAR 52.215-8 "Order of Precedence-Uniform Contract Format" clause. Under the "Order of Precedence-Uniform Contract Format" clause, the technical volume of the contractor's proposal is hereby designated as item (f) of the clause, following "the specifications" in order of precedence.

(End of clause)

PRESCRIPTION: Use in all SBIR Phase I and SBIR Phase II contracts.

REFERENCE: SPAWAR INST 4380.3C

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.216-9200 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989)

FIXED FEE: [*Contracting officer insert negotiated fixed fee amount*]. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, on account of the fixed fee, equal to [*Contracting officer insert fee percentage (total fixed fee divided by total estimated cost plus cost of money)*] percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause. In the event of discontinuance of the work in accordance with clause of this contract entitled "Limitation of [*Contracting officer insert "Cost" or "Funds", as appropriate*]," the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

(End of clause)

PRESCRIPTION: Use in cost type completion solicitations and contracts. Use with the FAR 52.216-7 "Allowable Cost and Payment" and FAR 52.216-8 "Fixed Fee" clauses.

REFERENCE: FAR 16.307(a)
FAR 16.307(b)

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION B CLAUSES

5252.216-9201 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003)

The fixed fee for work performed under this contract is $ [*Contracting officer insert the negotiated fixed fee amount*], *provided* that not less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to [*Contracting officer insert percentage*] percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(End of clause)

PRESCRIPTION: Use with cost-type term solicitations and contracts. Use with the clauses titled "Allowable Cost and Payment" and "Fixed Fee." This clause is to be used in conjunction with the level-of-effort clause in Section B.

REFERENCE: FAR 16.306(d)(2)
FAR 16.307(b)

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION B CLAUSES

5252.216-9203 PAYMENT OF INCENTIVE FEE (JAN 1989)

TARGET COST (Exclusive of Fee): $ [*Contracting officer insert amount*].

MINIMUM FEE: $ [*Contracting officer insert amount*].

MAXIMUM FEE: $ [*Contracting officer insert ratio*].

SHARE RATIO: [*Contracting officer insert amount*].

The allowable cost and incentive fee hereunder shall be paid in accordance with the clauses of the contract entitled "Allowable Cost and Payment" and "Incentive Fee".

The Government shall make payment on account of the target fee of [*Contracting officer insert percentage amount*] percent (%) of the amounts payable under each invoice for the work performed, subject however, to the withholding provisions of paragraph (c) of the "Incentive Fee" clause of this contract.

In the event of discontinuance of the work in accordance with the clause entitled "Limitation of [*Contracting officer insert "Cost" or "Funds" as appropriate*]," the fee shall be re-determined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fee is less than or exceeds, payments previously made on account of fee, shall be paid to, or repaid by, the Contractor, as the case may be.

(End of clause)

PRESCRIPTION: Use in cost-plus-incentive fee type solicitations and contracts. This clause is used in conjunction with the FAR 52.216-16 "Incentive Price Revision-Firm Target" clause.

REFERENCE: FAR 16.307(d)
FAR 16.404
FAR 16.405(a)
FAR 52.216-10 and 11

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION B CLAUSES

5252.216-9204 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (MAR 1994)

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the below listed number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

[*Contracting officer insert number of estimated direct labor staff hours*]

CLIN	Total Staff-hours of Direct Labor (X)
_____	_____
_____	_____

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract. The total staff-hours of direct labor shall include subcontractor direct labor hours for those subcontractors identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that [*Contracting officer insert number of estimated direct staff hours identified as competitive (uncompensated overtime) hours*] staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

(1) If the Contractor has provided not more than [*Contracting officer insert percentage (usually 105%)*] % of X or not less than [*Contracting officer insert percentage (usually 95%)*] % of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

(2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, except the "term" of performance shall not exceed a 12 month period.

In no event shall the Contractor be required to provide more than [*Contracting officer insert percentage (same as first percentage in subparagraph (d)(1)*] % of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

(3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.

(4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than [*Contracting officer insert percentage (same as second percentage in subparagraph (d)(1)*] % of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work.

(5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:

(1) The total number of staff-hours of direct labor expended during the applicable period.

(2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.

(3) A breakdown of other costs incurred.

(4) The Contractor's estimate of the total allowable cost incurred under the contract for the period. In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:

(5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.

(6) A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall include subcontractor information, if any.

(f) SPECIAL INSTRUCTION TO THE PAYING OFFICE REGARDING WITHHELD FEE

Fees withheld pursuant to the provisions of this contract, such as the withholding provided by the "Allowable Cost and Payment" and "Fixed Fee" clauses, shall not be paid until the contract has been modified to reduce the fixed fee in accordance with paragraph (d) above, except that no such action is required if the total level of effort provided falls within the limits established in paragraph (d) above.

(End of clause)

PRESCRIPTION: Insert in term (level of effort) cost plus fixed fee solicitations and contracts where technical direction letters will be issued (see the Section H 5252.242-9202 "Technical Direction (Cost Type Contracts)" clause.)

REFERENCES: FAR 16.307(b)
FAR 52.216-8

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION B CLAUSES

5252.216.9205 FEE DETERMINATION AND PAYMENT (INDEFINITE DELIVERY TYPE CONTRACTS) (JULY 2009)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this contract is [*Contracting officer insert number of hours*] hours. The [*Contracting officer insert number of hours*] direct labor hours include [*Contracting officer insert number of hours*] uncompensated overtime labor hours.

NOTE: Hours proposed as Other Direct Costs have been excluded from total estimated hours. Throughout this clause, the use of "subcontractor" and "other direct costs" are used within the context described in the Section L provision titled "Proposal of Fixed Fee Pool on Indefinite Delivery Type Contracts."

(b) Types of Delivery or Task Orders.

Both level-of-effort and completion type orders may be issued under this contract. The Request for Quotation issued for each delivery or task order will set forth the type of order deemed appropriate by the Government. If the Contractor disagrees with the Government's assessment, the Ordering Officer and the contractor shall attempt to resolve the matter through the negotiation process. Failing this, the matter will be referred to the Contracting Officer. If necessary, a final decision shall be made in accordance with the FAR 52.233-1 "Disputes" clause. The Contracting Officer's determination will govern the type of order, pending an appeal

pursuant to the "Disputes" clause. The contractor will use his best efforts to work on the order until the dispute is resolved.

(c) Fee Fixed Pool.

The fixed fee pool consists of the total fixed fee of the contract AND includes the total fee to be paid to the prime contractor and all subcontractors. SUBCONTRACTOR FEE WILL NOT BE BILLED AS A SEPARATE DIRECT COST ON THE VOUCHER SUBMITTED BY THE CONTRACTOR TO THE GOVERNMENT, BUT WILL BE PAID TO THE SUBCONTRACTOR BY THE PRIME CONTRACTOR FROM THE FEE PER HOUR BILLED FROM THE FIXED FEE POOL.

(d) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee pool by the number of estimated hours.

(e) Fee on Modifications to Term Type (Level-of-Effort) Delivery or Task Orders.

If the hours for a particular delivery or task order provide insufficient to complete performance under the order, the government may elect to increase the hours by written modification. These hours will be fee bearing at the same dollar per hour amount as in paragraph (h) below.

If the hours prove to be in excess of that necessary to complete performance under this order, the government shall decrease the hours by written modification. The fee will be reduced by the amount per hour indicated in paragraph (h) below.

Estimated cost will be increased/decreased as applicable.

(f) Fee on Modifications to Completion Type Delivery or Task Orders.

If the task(s) required under a particular delivery or task order cannot be completed within the negotiated estimated cost (an overrun situation), the government may elect to increase the estimated cost to complete the effort with no additional fee allocation.

If the task(s) required under the order is completed and the cost is less than that negotiated (under-run), the contractor shall be entitled to full payment of the fixed fee specified in the order. Excess costs shall be de-obligated by modification to the delivery order prior to contract closeout.

(g) Modifications to the Basic Contract.

If the contracting officer determines, for any reason, to adjust the contract amount or the estimated total hours set forth above, such adjustments shall be made by contract modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the contract may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(h) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of $[*Contracting officer insert dollar amount(s)*] per labor hour invoiced by the contractor subject to FAR 52.216-8, Fixed Fee, referenced in Section I of this contract, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable delivery or task order unless the withheld amount on a specific delivery or task order equals $100,000. Subject to FAR 52.216-8, Fixed Fee, the reserve shall not exceed 15 percent (15%) or $100,000, whichever is less. Seventy-five percent (75%) of the withheld fee shall be released when the terms of the Fixed Fee clause are satisfied and the contractor has requested such release. Up to ninety percent (90%) may be released when the terms of the Fixed Fee clause are satisfied and the contractor has requested such release. The contractor's request must include information per delivery or task order to support compliance with the terms of release in the Fixed Fee clause. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference, shall apply to all individual delivery or task orders issued under this contract.

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

(i) Administration.

Each hour authorized under the original delivery or task order is fee bearing and will be deducted from the estimated total hours under the contract.

Hours added by modification to level-of-effort orders are fee bearing and will be deducted from the estimated total hours.

Hours deleted by modification from a level-of-effort order are available for award on new or existing orders. These hours shall be ordered at the same amount of fee per hour as originally ordered.

There are no hours applicable to overrun costs added by modification to completion type orders. Therefore, overruns are not fee bearing and no hours will be deducted from the estimated total hours.

Hours applicable to change in scope modifications to completion type orders are fee bearing and are deducted from the estimated total hours.

(j) Closeout.

Delivery or task orders will be closed out on an individual basis, upon agreement of final indirect rates for the period of performance of the applicable delivery or task order. The contractor shall forward the final voucher directly to the cognizant DCAA for final audit. DCAA will forward the voucher and the final audit to the cognizant ACO (see block 6 of the basic contract), who will process it for final payment and submit it to the paying office.

(End of clause)

PRESCRIPTION: (a) Insert in all indefinite delivery type solicitations and contracts with cost reimbursement pricing, except SPAWARSYSCEN Atlantic solicitations and contracts.

(b) There are statutory limits on fee under cost reimbursement contracts (i.e., 15% on R&D and 10% on other than R&D). This clause highlights to industry that SPAWARSYSCEN Pacific is concerned about the amount of fee that the Government is paying when the prime contractor is using subcontractor(s). By highlighting the subject, we are encouraging industry to take our concerns into consideration when they submit

a proposal under one of our level-of-effort solicitations. The provision at L-332 "Proposal of Fixed Fee Pool on Indefinite Delivery Type Contracts" communicates to the prime contractor a particular format for the submission of the cost proposal. Ultimately, all fees, whether proposed by the prime contractor or the subcontractor(s), are "pooled" together and placed in Section B as the "fee pool" amount. This dollar value is then divided by the level of effort being contracted to derive a fee amount per hour delivered, regardless as to whether it is performed by the prime contractor or the subcontractor.

(c) It is possible, when adding all of the prime contractor and subcontractor fee amounts together as required by paragraph (c) "Fixed Fee Pool", it might appear that the statutory limits have been violated. The subcontractor fee amounts are really prime contractor costs. Removing these amounts from the prime contractor's costs and placing them in the "fee pool" may make it appear like a violation has occurred when dividing the fee pool amount by the remaining prime contractor's costs. While that is not the intent it can be the result, at least from an appearance perspective. However, what is really attempting to be accomplished is stipulating a method of paying out fee earned. The message is that we will pay out $ for each hour provided, regardless of whether performed by the prime contractor of subcontractor. It is up to the prime contractor to, in turn, pay his subcontractors from this amount.

REFERENCE: Local Policy

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION B CLAUSES

5252.216-9205 FEE DETERMINATION AND PAYMENT (INDEFINITE DELIVERY TYPE CONTRACTS) (APR 2000) (VARIATION)

(a) Types of Delivery or Task Orders.

Both level-of-effort and completion type orders may be issued under this contract. The Request for Quotation issued for each delivery or task order will set forth the type of order deemed appropriate by the Government. If the Contractor disagrees with the Government's assessment, the Ordering Officer and the contractor shall attempt to resolve the matter through the negotiation process. Failing this, the matter will be referred to the Contracting Officer. If necessary, a final decision shall be made in accordance with the FAR 52.233-1 "Disputes" clause. The Contracting Officer's determination will govern the type of order, pending an appeal pursuant to the "Disputes" clause. The contractor will use his best efforts to work on the order until the dispute is resolved.

(b) Fixed Fee Pool.

The fixed fee pool consists of the total fixed fee of the contract AND includes the total fee to be paid to the prime contractor and all subcontractors. SUBCONTRACTOR FEE WILL NOT BE BILLED AS A SEPARATE DIRECT COST ON THE VOUCHER SUBMITTED BY THE CONTRACTOR TO THE GOVERNMENT, BUT WILL BE PAID TO THE SUBCONTRACTOR BY THE PRIME CONTRACTOR FROM THE FEE BILLED FROM THE FIXED FEE POOL.

(c) Computation of Fee.

The percentage of the fee applicable to orders will be the same as the percentage of the fee established in the contract. However the total fee paid under the contract for a year of performance will not exceed the total fixed fee amount for the current year of performance.

(d) Fee on Modifications to Term Type (Level-of-Effort) Delivery or Task Orders.

If the hours for a particular delivery or task order are insufficient to complete performance under the order, the government may elect to increase the hours by written modification. This increase in cost associated with the increase in hours will be fee bearing at the same percentage of fee established in the basic contract. If the hours prove to be in excess of that necessary to complete performance under this order, the government shall decrease the hours by written modification. The fee associated with the decrease in hours will be reduced by the percentage of fee established in the basic contract. Estimated cost will be increased/decreased as applicable.

(e) Fee on Modifications to Completion Type Delivery or Task Orders.

If the task(s) required under a particular delivery or task order cannot be completed within the negotiated estimated cost (an overrun situation), the government may elect to increase the estimated cost to complete the effort with no additional fee allocation.
If the task(s) required under the order is completed and the cost is less than that negotiated (underrun), the contractor shall be entitled to full payment of the fixed fee specified in the order. Excess costs shall be deobligated by modification to the delivery order prior to contract closeout.

(f) Modifications to the Basic Contract.

If the contracting officer determines, for any reason, to adjust the contract amount or the estimated total hours, such adjustments shall be made by contract modification. Any increase will be fee bearing, except cost overruns on completion type orders, at the percentage of fee established in the basic contract.
The estimated cost of the contract may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added to the total estimated hours under the contract.

(g) Payment of Fee.

The Government shall pay fixed fee to the contractor on each delivery order at the percentage rate of fee established in the basic contract subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable delivery order, unless waived. In accordance with the provisions of paragraphs (d) and (e) of this clause, any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

(h) Closeout.

Delivery or task orders will be closed out on an individual basis, upon agreement of final indirect rates for the period of performance of the applicable delivery or task order. The contractor shall forward the final voucher directly to the cognizant DCAA for final audit. DCAA will forward the voucher and the final audit to the cognizant ACO (see block 6 of the basic contract), who will process it for final payment and submit it to the paying office.

(End of clause)

PRESCRIPTION: (a) Insert in all SPAWARSYSCEN Charleston indefinite delivery type solicitations and contracts with cost-reimbursement pricing. Use this Variation instead of the basic clause SPAWARSYSCEN Charleston solicitations and contracts when fee will not be paid per hour based on the level-of-effort. This clause shall be used with provision L-332 "Proposal of Fixed Fee Pool on Indefinite Delivery Type Contracts". Do not use this clause with Clause 5252.216-9205 "Fee Determination and Payment (Other than Indefinite Delivery Type Contracts)."

(b) There are statutory limits on fee under cost reimbursement contracts (i.e., 15% on R&D and 10% on other than R&D). Clause 5252.216-9205 highlights to industry that SPAWARSYSCEN San Diego is concerned about the amount of fee that the Government is paying when the prime contractor is using subcontractor(s). By highlighting the subject, we are encouraging industry to take our concerns into consideration when they submit a proposal under one of our level-of-effort solicitations. The provision at L-332 "Proposal of Fixed Fee Pool on Indefinite Delivery Type Contracts" communicates to the prime contractor a particular format for the submission of the cost proposal. Ultimately, all fees, whether proposed by the prime contractor or the subcontractor(s), are "pooled" together and placed in Section B as the "fee pool" amount. This dollar value is then divided by the level of effort being contracted to derive a fee amount per hour delivered, regardless as to whether it is performed by the prime contractor or the subcontractor.

(c) It is possible, when adding all of the prime contractor and subcontractor fee amounts together as required by paragraph (b) "Fixed Fee Pool" it might appear that the statutory limits have been violated. The subcontractor fee amounts are really prime contractor costs. Removing these amounts from the prime contractor's costs and placing them in the "fee pool" may make it appear like a violation has occurred when dividing the fee pool amount by the remaining prime contractor's costs. While that is not the intent it can be the result, at least from an appearance perspective. However, what is really attempting to be accomplished is stipulating a method of paying out fee earned. The message is that we will pay out $X.XX for each hour provided, regardless of whether performed by the prime contractor of subcontractor. It is up to the prime contractor to, in turn, pay his subcontractors from this amount.

REFERENCE: Local Policy

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION B CLAUSES

5252.216-9206 FEE DETERMINATION AND PAYMENT (OTHER THAN INDEFINTE DELIVERY TYPE CONTRACTS) (NOV 2001)

(a) This contract required performance by the contractor in accordance with the period of performance set forth in Section F. It is understood that the actual quantity of effort required hereunder may fluctuate from the amount estimated by the parties.

(b) The total number of hours of direct labor (including overtime and subcontract hours, but excluding holiday, sick leave, vacation and other excused absence hours) anticipated to be expended hereunder for the base year effort from [*Contracting officer insert the start date*] through [*Contracting officer insert the end date*] is estimated to be [*Contracting officer insert number of hours*] hours, which quantity, as set forth herein or as expressly changed by formal modification hereto, is hereinafter referred to as the "estimated total hours." The terms of this provision shall also apply to the following option periods set forth in Section F.

(c) The contractor shall not be obligated to continue performance beyond the estimated total hours, nor shall the Government be obligated to pay fee on any hours expended in excess of the estimated total hours. Any

hours expended in excess of the estimated total hours (hereinafter “excess hours”) shall be excluded from all fee computations and adjustments.

(d) If, at any time during the performance of the contract, the number of direct hours (not including "excess hours") used under this contract exceeds 85% of the estimated total hours, the contractor shall immediately notify the Contracting Officer in writing of such circumstances.

(e) If the Contracting Officer determines, for any reason, to adjust the contract amount or the estimated total hours set forth herein above, such adjustments shall be made by contract modification. In any case in which the estimated total hours is adjusted, the fee set forth herein shall be adjusted to reflect the adjustment made upon the estimated total hours, subject to the final fee adjustment provisions set forth immediately below.

(f) If, at the end of the contract term set forth above, the total number of hours utilized (excepting “excess hours”) is not within 5% of the estimated total hours as then applicable, the total fee due the contractor shall be adjusted so as to be in direct proportion to the number of direct hours utilized in the same ratio of fee to the estimated total hours then set forth in the contract.

(g) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled “Limitation of [*Contracting officer insert “Cost” for fully funded contracts or “Funds” for incrementally funded contracts*].”

(End of clause)

PRESCRIPTION: Insert in cost reimbursement (level of effort) term-type solicitation and contracts. Do not use with 5252.216-9204 “Level of Effort--Fee Adjustment Formula” clause.

REFERENCE: Local Policy

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION B CLAUSES

5252.216-9209 APPOINTMENT OF ORDERING OFFICER(S) (DEC 1999)

(a) The contracting officer and/or his duly authorized representative at the following activity(ies) are designated as Ordering Officers:

Name: _____
Activity: _____
Code: _____
Address: _____
Phone: _____

[*Contracting officer insert (1) the name of the activity(ies) (if other than the issuing activity), and (2) the name(s), code(s), office address(es) and telephone number(s) of those individual(s) at the awarding activity who are authorized Ordering Officer(s) under the contract*.]

(b) The above individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the

terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Terminations for Convenience or Terminations for Default shall be issued only by the PCO.

(End of clause)

PRESCRIPTION: Insert in all definite or indefinite delivery type solicitations and contracts requiring the issuance of delivery orders when other than the activity awarding the basic contract will place order(s), or when an individual(s) is/are appointed as an authorized Ordering Officer(s).

REFERENCE: FAR Part 16

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION G CLAUSES

5252.216-9210 TYPE OF CONTRACT (DEC 1999)

This is a [*Contract officer insert type of contract*] contract.

(End of clause)

PRESCRIPTION: Use in all contracts exceeding the simplified acquisition threshold to specify the type of contract.

REFERENCE: FAR 15.204-2(g)

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION G CLAUSES

5252.216-9212 CONTRACTOR PERFORMANCE UNDER TASK ORDERS (TIME AND MATERIAL/LABOR HOUR) (DEC 1999)

The Contractor shall perform as set forth in task orders issued by the Government. Notwithstanding the identification of particular labor categories and the associated staff-hours for each labor category in the task order(s) the contractor may increase or decrease the staff-hours for designated labor categories as deemed necessary in order to perform the task order satisfactorily. No category of labor other than those appearing in the task order schedule shall be provided unless the task order is modified to cover such labor category. In no event, however, shall the contractor exceed the total funds in the order, unless such amount is subsequently increased by modification.

(End of clause)

PRESCRIPTION: Use in time-and-material or labor-hour solicitations and contracts. Do not use with SPAWAR 5252.216-9204 .

REFERENCE: FAR 16.601

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.216-9213 TYPES OF TASK OR DELIVERY ORDERS (DEC 1999)

The following types of task or delivery orders may be issued under this contract:

(*) A cost-plus-fixed-fee (CPFF) level of effort (LOE) task order will be issued when the scope of work is defined in general terms requiring only that the contractor devote a specified LOE for a stated time period.

(*) A cost-plus-fixed-fee (CPFF) completion task order will be issued when the scope of work defines a definite goal or target which leads to an end product deliverable (e.g., a final report of research accomplishing the goal or target).

(*) A time-and-material task order will be issued when it is not possible to accurately estimate the extent or the duration of the work or to anticipate costs, including materials, with any reasonable degree of confidence.

(*) A labor-hour task order will be issued when it is not possible to accurately estimate the extent or the duration of work or to anticipate costs with any reasonable degree of confidence (materials need not be included).

(*) A firm-fixed-price (FFP) delivery order will be issued when acquiring supplies or services on the basis of reasonably definite or detailed specifications and fair and reasonable prices can be established at the outset.

* *Contracting officer select appropriate paragraphs, or add as necessary for other types*.

(End of clause)

PRESCRIPTION: Insert in indefinite delivery type contracts when multiple types of orders or pricing will be used (i.e., LOE and Completion, or a Hybrid with CPFF and FFP).

NOTE: Orders negotiated as either term or completion will be clearly stated in the written task order. The clause in Section B of the contract entitled “Fee Determination and Payment” provides additional information for such orders.

REFERENCE: FAR 16.306(d) and 16.505.

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.216-9214 ORDERS UNDER BASIC ORDERING AGREEMENT (DEC 1999)

(a) ORDERING

(1) Supplies and/or services to be furnished under this Basic Ordering Agreement (BOA) shall be acquired by orders (and modifications and supplements thereto) issued and signed by the ordering officer designated in paragraph (c) below. Unless the contractor rejects an order in writing within three (3) working

days of receipt of such order, the contractor's acceptance shall be final. Upon acceptance by the contractor, each order becomes a separate contract for the supplies or services specified.

(2) All orders shall be issued on DD Form 1155 and are subject to the terms and conditions of the BOA which shall control in the event of conflict with any order.

(b) ORDERING PERIOD

The Government may place orders for services or supplies during the period from [*Contracting officer insert beginning of ordering period*] to [*Contracting officer insert end of ordering period (usually 3 years later)*]. Orders issued during the ordering period of this agreement and not completed within that period shall be completed by the contractor within the time specified in the order.

(c) ACTIVITIES AUTHORIZED TO ISSUE ORDERS

The following activities are authorized to issue orders or price orders against this BOA within the limits of their authority:

ACTIVITIES	LIMITATION
(1) Contracting Officer,	None
[*Contracting officer insert contracting/ordering officer's address*]	
_____	
_____	
(2) Cognizant Administrative Contracting Officer,	None
[*Contracting officer insert cognizant ACO address*]	
_____	
_____	
(3) Other	
[*Contracting officer insert other ordering activity, if any*]	
_____	
_____	_____

(d) CONTENTS OF ORDERS

Orders shall contain the following information:

(1) BOA number, order number, date, type of order (fixed price type or cost reimbursement type), and priced or unpriced).

(2) Item number and description, quantity, and unit price or prices (if unpriced, use a stated ceiling amount, and definitization schedule).

(3) Each order issued hereunder shall cite the applicable circumstance exception, and where applicable, the class justification control number, unless earlier suspended or canceled by notice from the

contracting officer. Orders for items not identified in the class justification or an individual justification and the basic ordering agreements are considered unauthorized.

(e) TYPES OF ORDERS

This BOA contemplates the issuance of fixed price or cost reimbursement orders, which may be either priced or unpriced.

(1) Priced Orders. Priced orders are preferred and are to be issued whenever possible provided the parties have agreed upon all terms of the order prior to issuance.

(2) Unpriced Orders. Unpriced orders are to be issued only when the urgency of performance requires such action.

(f) PROCESSING OF PRICED ORDERS

(1) The ordering officer shall communicate a detailed description of the requirement and required delivery schedule to the contractor, either orally or in writing.

(2) Within ten (10) calendar days after receipt of the information, the contractor shall prepare and send to the ordering officer a fully substantiated, detailed, priced proposal with the unit prices and delivery schedule.

(3) The ordering officer may use the information provided on price and delivery as a basis for any further negotiations with the contractor.

(4) Upon final agreement with regard to the price and delivery, a priced order shall be issued.

(g) PROCESSING OF UNPRICED ORDERS

In an emergency where it is imperative that the designated effort commence prior to the execution of a priced order, the following procedure shall apply:

(1) The ordering officer may issue an unpriced order containing at a minimum, a detailed description of the requirement, the required delivery schedule, and a definitization schedule which does not exceed 180 days after issuance of the order. In addition the unpriced order shall contain a Limitation of Liability clause with a monetary ceiling.

(2) Within twenty (20) calendar days from the issue date of an unpriced order, or prior to completion of 40% of the task, whichever is earlier, the contractor shall submit a fully substantiated, detailed price proposal to the ordering officer.

(3) The parties shall enter into negotiations for the purposes of agreeing to fair and reasonable prices and satisfactory delivery schedules. Upon reaching agreement, the negotiated price will be incorporated by modification to the order. Failure to agree upon such prices shall be deemed a dispute within the meaning of the “Disputes” clause.

(h) LIMITATION OF GOVERNMENT LIABILITY

Pursuant to FAR 52.216-24 entitled “Limitation of Government Liability”, the maximum Government liability shall not exceed the amount specified under each unpriced order.

(i) PROCESSING OF UNPRICED ORDER BY THE ACO

The cognizant ACO may be authorized by the ordering officer to negotiate price and delivery and enter into a written supplemental agreement with the contractor on unpriced orders issued. Within forty-five (45) calendar days after receipt of such direction, the ACO is expected to enter into a written supplemental agreement signed by both the contractor and the ACO. Promptly thereafter, the ACO shall make distribution of the supplemental agreement.

(End of clause)

PRESCRIPTION: Use in Basic Ordering Agreement for services and supplies. If desired to use the same BOA for both fixed price and cost reimbursement type orders, incorporate the Section I General Provisions for both types. If only one type of order will be issued, tailor paragraph (e) to delete the type that does not apply.

REFERENCE: FAR 16.703
DFARS 216.703,
NAPS 5216.703

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.216-9216 PROCEDURES FOR ISSUING ORDERS (JUN 2009)

(a) *Ordering*. This is a [*Contracting officer insert type of contract*] for [*Contracting officer insert description of procurement*]. Ordering for any other customer is prohibited without authority of the Contracting Officer or his/her representative. Supplies or services to be furnished under this contract shall be furnished by the issuance of delivery or task orders on DD Form 1155. Orders shall be placed by the Ordering Officer [*Contracting officer insert designated ordering officer(s)*] or his/her representative. Delivery or task orders shall contain the information in paragraph (b) below:

(b) *Ordering Procedures*. (1) Delivery or task orders issued shall include, but not be limited to, the following information:

(a) Date of Order
(b) Contract, order number and requisition number
(c) Appropriation and accounting data
(d) Description of the services to be performed
(e) Description of end item(s) to be delivered
(f) DD Form 254 (Contract Security Classification Specification), if applicable
(g) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract
(h) Exact place of pickup and delivery
(i) The inspecting and accepting codes (as applicable)
(j) Period of time in which the services are to be performed
(k) For each applicable labor category, estimated number of labor hours required to perform the order
(l) The estimated cost plus fixed fee or ceiling price for the order
(m) List of Government-furnished material and the estimated value thereof, if applicable

(n) Delivery date

(2)(a) Pursuant to the clause at 52.216-18, Ordering, incorporated into this contract in Section I, the Government may issue orders orally, by facsimile, or by electronic commerce methods including, but not limited to, sending the orders by e-mail to the contractor.

(b) Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery/task order on DD Form 1155 within two working days. Oral orders placed under this contract shall not exceed [*Contracting officer insert dollar value*].

(c) *Modification of Delivery/Task Orders*. Delivery/Task orders may be modified by the ordering officer. Modifications to delivery/task orders shall include the information set forth in paragraph (b) above, as applicable. Delivery or task orders may be modified orally by the ordering officers in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order. The Contractor shall acknowledge receipt of any delivery or task order within one working day after receipt thereof.

(d) *Ceiling Price*. The cost plus fixed fee or ceiling amount for each delivery/task order will be the ceiling price stated therein and may not be increased except when authorized by a modification to the delivery/task order.

(e) *Unilateral Orders*. Delivery or task orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

(End of clause)

PRESCRIPTION: This clause is for use in indefinite delivery type solicitations and contracts not using Beyond Expedited Delivery/Task Order Procedures (BEDOP) or Delivery Order/Modification Request (DCMR) procedures.

REFERENCE: Local Policy

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.216-9217 DELIVERY/TASK ORDER PROCEDURES (MAY 2009)

Both level of effort (term) and completion type orders may be issued under this contract. Each delivery or task order will include the order type deemed appropriate by the Government.

(a) *Procedures*. Each delivery/task order shall be placed in accordance with the following procedures:

(1) Upon identification of a requirement, the Contracting Officer's Representative (COR) or originator shall contact the Contractor for the purpose of arriving at a common understanding of the technical components which constitute the basis for performance under this delivery/task order and identifying the elements necessary for preparing a detailed Statement of Work (SOW) which contains sufficient definition to allow all parties to clearly identify an end product consistent with the scope of the contract.

(2) After both parties have reached agreement regarding the technical requirement of the SOW, and the SOW is completed, the Contractor and the COR shall sign and date the document to signify their common understanding of the delivery/task order requirements.

(3) Within five (5) calendar days after signing the SOW, the Contractor shall submit to the Ordering Officer/Administrator a complete cost estimate, with a copy of the SOW attached for the delivery/task order, sufficient to adequately describe how the Contractor will complete the requirements of the SOW. A copy of the cost estimate shall be forwarded concurrently to the COR and/or originator. The cost estimate shall contain the following documentation to enable the Ordering Officer/Administrator to make a determination of price reasonableness:

(i). Cost Plus Fixed Fee (CPFF).

(A) Direct labor, including labor categories, hours, rates and total.

(B) Indirect Rates.

(C) Other Direct Costs (ODCs).

1. Travel identified in the SOW needs only a total cost. Travel requirements not identified in the SOW must be fully documented including destination, number of people, number of days, airfare, per diem, car rental and other charges.

2. Material exceeding a unit price in excess of the micro purchase threshold per FAR 2.101 must be itemized. All other materials need only a total cost.

3. Equipment must be identified as Information Technology (IT) or non-IT. All IT equipment must be itemized. Non-IT equipment exceeding a unit price in excess of the micro purchase threshold per FAR 2.101 must be itemized. All other equipment not identified above needs only a total cost.

4. Total miscellaneous charges under the micro purchase threshold per FAR 2.101 do not need to be itemized.

(D) Subcontractors. Subcontractors need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(E) Consultants. Consultants need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(F) Other Information.

1. A statement that the cost estimate is based upon either a completion or level of effort task and the anticipated duration of the delivery/task order.

2. For Small Business and 8(a) set-asides, the Contractor shall state that they are in compliance with the FAR 52.219-14 clause.

(G) Fee as specified in basic contract (NOTE: In T&M and LH contracts, the fee is incorporated into burdened rates).

(ii) Time and Material (T&M)/Labor Hour (LH).*

(A) Sub-CLIN.

(B) Labor Category.

(C) Hourly Rate.

(D) Number of Hours.

(E) ODCs (same as CPFF).

(F) Subcontractors. NOTE: If subcontractors are approved at the time of award of the basic contract, their hourly rates will be established as Sub-CLINs with associated hours.

Any backup documentation not provided when you submit your cost estimate may be requested later by the Ordering Officer.

*NOTE: If the proposal is based on a labor hour contract, no material costs will be authorized.

(4) Once the Ordering Officer/Administrator has reviewed and accepted the Contractor's cost estimate, a DD Form 1155 will be executed by the Contracting Officer/Ordering Officer and sent to the

Contractor as notice to begin work. The Contractor is cautioned that no work is to be started prior to receipt of a properly signed and executed DD Form 1155, Order for Supplies/Services. If the cost estimate is insufficient or discussions are needed, the administrator will contact the Contractor to negotiate requirements.

(5)(i) Delivery or task orders may be issued under this contract by facsimile or by electronic commerce methods.

(ii) Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery/task order on DD Form 1155 within two working days. Oral orders placed under this contract shall not exceed [*Contracting officer insert dollar value*].

(b) *Content and Effect.*

(1) Each CPFF delivery/task order shall include:

(i) Effective date of order,
(ii) Contract and delivery/task order numbers,
(iii) Type of delivery/task order (i.e., completion or term),
(iv) Estimated hours (provided for information only on completion-type orders),
(v) Estimated cost, fee or price,
(vi) Scope, including reference to applicable (contract) specifications,
(vii) Delivery or performance date,
(viii) Place of delivery or performance,
(ix) Accounting and appropriation data, and
(x) Other information as appropriate (e.g., Government Furnished Property, material, or facilities to be made available for performance of the order; safety requirements; security requirements set forth on DD Form 254; data requirements set forth on DD Form 1423; etc.).

(2) Each T&M/LH delivery/task order shall include:

(i) Effective date of order,
(ii) Contract and delivery/task order numbers,
(iii) Place of delivery or performance,
(iv) Scope, including reference to applicable (contract) specifications,
(v) Place and manner of inspection and acceptance, if different from that specified in the basic contract,
(vi) Government furnished property, material or facilities to be made available for performance of the order,
(vii) An estimate of the number of hours of labor, by labor categories, with rates required to perform the order,
(viii) A ceiling price, set forth as a “not-to-exceed” amount,
(ix) Delivery date or period of performance,
(x) Accounting and appropriation data,
(xi) Any other information deemed necessary for the performance of the order.

(c) *Maintenance of Records.* The Contractor shall maintain the following cost records under this contract as a minimum:

(1) Records for each delivery/task order, indicating the number of hours of direct labor performed, segregated to the individual employee performing the work,

(2) Records for each individual employee, identifying direct labor performed and segregated as to delivery/task order for which performed, and

(3) Records of all direct non-labor costs, allocated to individual delivery/task order.

(4) Nothing herein shall be deemed to excuse the Contractor from maintaining records required by other provisions of this contract.

(d) *Contractor Notification.* (1) The Contractor is responsible for immediately notifying the Ordering Officer/Administrator of any difficulties in performing in accordance with the terms of the order.

(2) Each delivery or task order under a cost reimbursement contract is deemed to include the FAR 52.232-20 "Limitation of Cost" or the FAR 52.232-22 "Limitation of Funds" clause, whichever is applicable.

(3) Each delivery or task order under a time-and-material or labor-hour contract shall be treated, for purposes of payment and expenditure ceilings, as an independent document, thus the ceiling established therein shall not be exceeded. Accordingly, the Contractor will not be obligated to continue performance beyond the point at which the delivery/task order funds are consumed, nor will the Government be obligated to reimburse the Contractor for any costs allocable to a delivery/task order beyond those provided in the order. Should a task not be completed due to an exhaustion of available funds, the Government may elect to modify the order to provide the additional funding, or it may direct delivery of all work in progress thereunder. Such delivery shall be effected at no additional cost to the Government.

(End of clause)

PRESCRIPTION: Use in all indefinite delivery solicitations and contracts using Beyond Expedited Delivery/Task Order Procedures (BEDOP) or Delivery Order/Modification Request (DCMR) processes. The BEDOP process is used by SPAWAR Systems Center-San Diego and the DCMR process is used by SPAWAR Systems Center-Charleston. Use Alternate I in all indefinite delivery, cost reimbursement, time-and-material or labor-hour solicitations and contracts using SPAWAR Systems Center-Charleston's Delivery Order/Modification Request (DCMR) process. Use Alternate II in indefinite quantity solicitations and contracts using SPAWAR Systems Center Pacific's Beyond Expedited Delivery/Task Order Procedures (BEDOP) processes when a multiple award is contemplated. Use Alternate III in all indefinite delivery solicitations and contracts using SPAWAR Systems Center Atlantic's Delivery Order/Modification Request (DCMR) processes when a multiple award is contemplated.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.216-9217 DELIVERY/TASK ORDER PROCEDURES (OCT 2003)--ALTERNATE I (OCT 2003)

If an indefinite delivery, cost reimbursement, time-and-material or labor-hour solicitation and contract is contemplated using SPAWAR Systems Center-Charleston's Delivery Order/Modification Request (DCMR) process, substitute the following paragraph (a) for paragraph (a) of the basic C-326 "Delivery/Task Order Procedures" clause:

(a) *Procedures*. Each delivery/task order shall be placed in accordance with the following procedures:

(1) Upon identification of a requirement, the Contracting Officer's Representative (COR) or originator shall contact the Contractor for the purpose of arriving at a common understanding of the technical components which constitute the basis for performance under this delivery/task order and identifying the elements necessary for preparing a detailed Statement of Work (SOW) which contains sufficient definition to allow all parties to clearly identify an end product consistent with the scope of the contract.

(2) Within five (5) days, the Contractor shall submit to the COR and/or originator a signed submittal which includes a complete SOW, breakdown of labor, material, and ODCs in accordance with Section B of the basic contract. Discussions may be held with the contractor to resolve/clarify any discrepancies. After both parties have reached agreement regarding the technical requirements of the SOW and the cost estimate, the Contractor and the COR and/or originator shall sign and date the document to signify their common understanding of the delivery/task order requirements.

(3) A complete package, including the signed estimate will be forwarded by the COR to the Ordering Officer for final review and award of the delivery/task order. The cost estimate from the Contractor shall contain the following information to enable the Ordering Officer to make a determination of price reasonableness:

(i) Cost Plus Fixed Fee (CPFF).

(A) Direct labor, including labor categories, hours, rates and total.

(B) Indirect Rates.

(C) Other Direct Costs (ODCs).

1. Travel identified in the SOW needs only a total cost. Travel requirements not identified in the SOW must be fully documented including destination, number of people, number of days, airfare, per diem, car rental and other charges.

2. Material exceeding a unit price of $2,500 must be itemized. All other materials need only a total cost.

3. Equipment must be identified as Information Technology (IT) or non-IT. All IT equipment must be itemized. Non-IT equipment exceeding a unit price of $2,500 must be itemized. All other equipment not identified above needs only a total cost.

4. Other, as required by the proposed task/delivery order.

(D) Subcontractors. Subcontractors need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(E) Consultants. Consultants need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(F) Other Information.

1. A statement that the cost estimate is based upon either a completion or level of effort task and the anticipated duration of the delivery/task order.

2. For Small Business and 8(a) set-asides, the Contractor shall state that they are in compliance with the FAR 52.219-14 clause.

(G) Fee as specified in basic contract (NOTE: In T&M and LH contracts, fee is incorporated into burdened rates).

(H) Any backup documentation not provided when you submit your cost estimate may be requested later by the Ordering Officer.

(ii) Time and Material (T&M)/Labor Hour (LH).*

(A) Sub-CLIN.

(B) Labor Category.

(C) Hourly Rate.

(D) Number of Hours.

(E) ODCs (same as CPFF).

(F) Subcontractors.

*NOTE: If the proposal is based on a labor hour contract, no material costs will be authorized.

(4) Once the Ordering Officer/Administrator has reviewed and accepted the Contractor's cost estimate, a DD Form 1155 will be executed by the Contracting Officer/Ordering Officer and sent to the Contractor as notice to begin work. The Contractor is cautioned that no work is to be started prior to receipt of a properly signed and executed DD Form 1155, Order for Supplies/Services. If the cost estimate is insufficient or discussions are needed, the administrator will contact the Contractor to negotiate requirements.

(5)(i) Delivery or task orders may be issued under this contract by facsimile or by electronic commerce methods.

(ii) Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery/task order on DD Form 1155 within two working days. Oral orders placed under this contract shall not exceed [*Contracting officer insert dollar value*].

(End of Alternate I)

PRESCRIPTION: Use Alternate I in all indefinite delivery, cost reimbursement, time-and-material or labor-hour solicitations and contracts using SPAWAR Systems Center-Charleston's Delivery Order/Modification Request (DCMR) process.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.216-9217 DELIVERY/TASK ORDER PROCEDURES (MAY 2009)--ALTERNATE II (MAY 2011)

If an indefinite quantity contract is to be awarded and a multiple awards are contemplated, add the following paragraph (e) to Clause C-326 "Delivery/Task Order Procedures:"

(e) If none of the factors listed in FAR 16.505(b)(2) apply, the following procedures shall be used to ensure fair opportunity is given to all Contractors to be considered for each delivery/task order in excess of$3,000:

(NOTE: The Government desires more than one offeror to submit a proposal to this action. To that end, the Government requests that, should a potential offeror decide not to propose on this action, they document to the Government via email why no proposal is being submitted. In this email, the offeror is requested to indicate if a total of 30 days to respond to the RFP would cause the offeror to submit a proposal.)

(1) Upon identification of the requirement, the Contracting Officer's Representative (COR) or the originator will develop a draft Statement of Work (SOW) consistent with the technical requirements of the effort. The SOW must be of sufficient definition to allow all parties to clearly identify an end product and/or task consistent with the scope of the contract.

(2) The COR/originator will then meet collectively as a group with all Contractors to discuss the SOW requirements, evaluation criteria and answer Contractor questions that may arise in order to finalize the SOW. This opportunity allows all Contractors the benefit of understanding the Government's requirement and also ensures all Contractors interpret the SOW as intended. (This meeting may be conducted by a telephone conference call or video-teleconferencing, face-to-face, or by a combination thereof).

(3) After all parties have reached agreement regarding the technical requirements of the SOW, and the SOW is completed, each Contractor and the COR shall sign and date the document to satisfy their common understanding of the delivery/task order.

(4) Within five (5) calendar days after signing the SOW, each Contractor shall submit to the Ordering Officer/Administrator a complete cost estimate along with any other documentation as required. A copy of the SOW shall be attached for the delivery/task order as described in paragraph (a)(1)(ii) of the basic clause.

(5) Once the Ordering Officer/Administrator has reviewed all of the Contractor's cost estimates, the Government will award based on the award criteria.

(6) The Government will issue orders based on an assessment of the [*insert technical and/or managerial*] approach, estimated total cost/price, past performance, and [*list other factors as appropriate*] in making awards under this paragraph.

(End of Alternate II)

PRESCRIPTION: Use Alternate II in indefinite quantity solicitations and contracts using SPAWAR Systems Center-San Diego's Beyond Expedited Delivery/Task Order Procedures (BEDOP) processes when a multiple award is contemplated.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.216-9217 DELIVERY/TASK ORDER PROCEDURES (OCT 2003)--ALTERNATE III (OCT 2003)

If an indefinite quantity contract is to be awarded and multiple awards are contemplated, delete in its entirety paragraph (a) to Clause C-326 "Delivery/Task Order Procedures" and replace it with the following paragraph (a):

Both level of effort (term) and completion type orders may be issued under this contract. Each delivery or task order will include the order type deemed appropriate by the Government.

(a) *Procedures*. If none of the factors listed in FAR 16.505(b)(2) apply, the following procedures shall be used to ensure fair opportunity is given to all Contractors to be considered for each delivery/task order in excess of $2500.

(1) The COR coordinates the assembling of the "draft SOW". In addition to the "draft SOW" the COR will include a separate document with the evaluation criteria for that individual delivery/task order (on this document the COR will also indicate the due date, which will be based on the 5 business day rule stated below. The first business day will be considered to be the first full day after receipt of the SOW). The COR then emails the "draft SOW" and evaluation criteria to all contractors.

(2) Evaluation Criteria may consists of a combination of the following factors:

(A) Past Performance on earlier orders under the contract (including cost control).
(B) Quality of Deliverables received on other orders under this contract.
(C) Potential impact on other orders placed with the contractor.
(D) Cost must be one of the factors and may be the only factor.
(E) Personnel Resumes.

(3) For 2 business days, contractors can email questions or concerns to the COR (with a copy to the ordering officer) regarding the "draft SOW" (telephoned questions will not be accepted). All questions, answers, and clarifications will be emailed to all contractors and ordering officer.

(4) On 3rd business day, a "final version" of the SOW will be emailed to all competing contractors and the ordering officer. This SOW will include any modifications made the 2 previous days, and will include the CDRLs (currently the CDRLs can only be faxed, but they will be included in the emailed SOW in the future). Sending this email will signify an agreement of the SOW by the COR. A business day (for the COR) is any Monday through Thursday that is not a federal holiday. The COR reserves the right to delay sending this by the 3rd business day if needed.

(5) Within 5 business days, or such time as may be considered appropriate, after the final SOW is emailed, each contractor shall send: a cover letter, cost proposal summary, list of key personnel, resumes, and a signed and dated SOW to the ordering officer. The cover letter, cost proposal summary, list of key personnel, and resumes, as applicable, should be emailed as an Office 95 compatible attachment [Word, Excel], while the signed SOW will be faxed to the Ordering Officer).

(6) If a proposal has not been received by 8 a.m. (eastern standard time) the 1st business day, following the 5th business day after the final SOW is emailed; a "no bid" will be assumed for that contractor on that particular delivery order/task order. If a particular contractor does not wish to bid on a given delivery/task order, an email note along with the basis for "no bid" is to be submitted to the COR and ordering officer.

(7) The cover letter, cost proposal summaries, lists of key personnel, and resumes, as applicable, that have been received by the cut off time, will be forwarded to the COR for evaluation and selection.

(8) The COR will evaluate the offers in accordance with the applicable evaluation criteria. Upon completion of the evaluation, the COR will forward the results to the Ordering Officer, who will review, analyze and issue a delivery/task order.

(9) Under a multiple award scenario the combined level of effort for all contracts awarded is equivalent to the level of effort set forth in the solicitation. In other words, if two contracts are issued and one is $100 million and one is $110 million, you do not have a combined ceiling of $210 million. The orders placed on each of the contracts will have to be tracked together by the COR and the Ordering Officer.

(10) In order to track past performance on the contract, a performance report (see sample) must be submitted by the COR at the completion of each delivery/task order.

(11) The cost estimate shall contain the following documentation to enable the Ordering Officer to make a determination of price reasonableness:

(i) <u>Cost Plus Fixed Fee (CPFF)</u>.

(A) Direct labor, including labor categories, hours, rates and total.

(B) Indirect Rates.

(C) Other Direct Costs (ODCs).

1. Travel identified in the SOW needs only a total cost. Travel requirements not identified in the SOW must be fully documented including destination, number of people, number of days, airfare, per diem, car rental and other charges.

2. Material exceeding a unit price of $2,500 must be itemized. All other materials need only a total cost.

3. Equipment must be identified as Information Technology (IT) or non-IT. All IT equipment must be itemized. Non-IT equipment exceeding a unit price of $2,500 must be itemized. All other equipment not identified above needs only a total cost.

4. Other, as required by the proposed task/delivery order.

(D) Subcontractors. Subcontractors need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(E) Consultants. Consultants need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(F) Other Information.

1. A statement that the cost estimate is based upon either a completion or level of effort task and the anticipated duration of the delivery/task order.

2. For Small Business and 8(a) set-asides, the Contractor shall state that they are in compliance with the FAR 52.219-14 clause.

(G) Fee as specified in basic contract (NOTE: In T&M and LH contracts, the fee is incorporated into burdened rates).

(H) Any backup documentation not provided when you submit your cost estimate may be requested later by the Ordering Officer.

(ii) Time and Material (T&M)/Labor Hour (LH).*

(A) Sub-CLIN.
(B) Labor Category.
(C) Hourly Rate.
(D) Number of Hours.
(E) ODCs (same as CPFF).
(F) Subcontractors.

*NOTE: If the proposal is based on a labor hour contract, no material costs will be authorized.

(12) Once the Ordering Officer has reviewed and accepted the Contractor's cost estimate, a DD Form 1155 will be executed by the Contracting Officer/Ordering Officer and sent to the Contractor as notice to begin work. The Contractor is cautioned that no work is to be started prior to receipt of a properly signed and executed DD Form 1155, Order for Supplies/Services. If the cost estimate is insufficient or discussions are needed, the Ordering Officer will contact the Contractor to negotiate requirements.

(13)(i) Delivery or task orders may be issued under this contract by facsimile or by electronic commerce methods.

(ii) Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery/task order on DD Form 1155 within two working days. Oral orders placed under this contract shall not exceed [*Contracting officer insert dollar value*].

(End of Alternate III)

PRESCRIPTION: Use Alternate III in all indefinite delivery solicitations and contracts using SPAWAR Systems Center-Charleston's Delivery Order/Modification Request (DCMR) processes when a multiple award is contemplated.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.216-9218 MINIMUM AND MAXIMUM QUANTITIES (JUL 1989)

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of $ [*Contracting officer insert minimum guaranteed value (should be more than a nominal quantity/value, yet should not exceed amount that the Government is fairly certain to order)*] worth of orders at the contract unit price(s). The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

(End of clause)

PRESCRIPTION: Use in indefinite delivery, indefinite quantity type solicitations and contracts when the "maximum" quantity is the total estimated amount of the contract.

REFERENCE: Local Policy

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION B CLAUSES

5252.216-9219 CONTRACT MINIMUM--MAXIMUM SUPPLIES AND SERVICES (OCT 1991)

The minimum and maximum supplies and services to be ordered on this contract (including all optional renewals) are:

[*Contracting officer insert minimum and maximum amounts (quantities or dollars). Amounts may be stated as quantity of sites, quantity of configuration types, or by CLIN or SCLIN in a contract for commercial information technology hardware and/or software.*

In a cost-reimbursement, indefinite quantity contract principally for services, the clause should address the minimum and maximum amounts in light of the cost and fee over the life of the contract by using the following text as an example:

(a) The Government will issue task or delivery orders for the supplies or services specified in the contract, at the minimum amount of $ for the base contract period. This amount includes all costs and fees.

(b) If all renewal options are exercised, the Government may place task or delivery orders for any of the supplies or services specified in the contract, provided these task or delivery orders do not exceed the maximum amount of the contract (inclusive of all costs and fees).

If the contract does not contain an option to extend clause, then the parenthetical phrase "(including all optional renewals)" is to be deleted.]

(End of clause)

PRESCRIPTION: This clause is for use in an indefinite quantity contract to specify the minimum and maximum amounts.

REFERENCE: FAR 16.504(a)(4)(ii)
FAR 52.216-22

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION B CLAUSES

5252.217-9200 DEFINITIZATION OF LETTER CONTRACT (JAN 1989)

(a) Letter Contract [*Contracting officer insert contract number*] dated [*Contracting officer insert date of issuance of letter contract*] as amended and extended was issued in anticipation of the execution of this modification. This modification definitizes such letter contract and modifications [*Contracting officer identify modifications issued after issuance of letter contract*] thereto. Any and all acts of performance under the letter contract, as amended by the modifications cited above, whether made by the Government or by the contractor, shall be deemed to have been made, done or performed under the applicable provisions of this modification.

(b) The costs, previous progress payments, aggregate progress payments and unliquidated progress payments mentioned in the Progress Payments clause include the costs incurred and progress payments made under the letter contract which has been definitized by this modification.

(c) The clauses of the basic letter contract and modifications [*Contracting officer identify modifications issued after issuance of letter contract*] entitled "Limitation of Government Liability" and "Contract Definitization" are hereby deleted. All other terms and conditions of letter Contract [*Contracting officer insert contract number*] and modifications [*Contracting officer identify modifications issued after issuance of letter contract*] remain in full force and effect, except as modified herein.

(End of clause)

PRESCRIPTION: Use in letter contract definitization modifications designed to definitize all or part of a letter contract. Use paragraph (d) only if this is a partial definitization of the letter contract. Paragraph (b) is not applicable to cost-type documents.

REFERENCE: DFARS 217.74 General Policy

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.217-9200 DEFINITIZATION OF LETTER CONTRACT (JAN 1989)--ALTERNATE I (JAN 1989)

If the definitization is a partial definitization of the letter contract, the following paragraph (d) is added to the 5252.217-9200 "Definitization of Letter Contract" clause:

(d) Modifications [*Contracting officer identify any modifications that were issued as unpriced actions that will be definitized separately*] to the letter contract will be definitized by separate action in accordance with the "Contract Definitization" and "Limitation of Government Liability" clauses.

(End of Alternate I)

PRESCRIPTION: The basic clause is for use in letter contract definitization modifications which definitizes all or part of a letter contract. Alternate I that adds paragraph (d) to the basic clause is for use only if this is a partial definitization of the letter contract.

REFERENCE: DFARS 217.74 General Policy

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.217-9201 CONTRACT MAXIMUM AMOUNT (DEC 1999)

During the life of this contract, the total maximum dollar amount available for placement under task orders is cumulative with each option exercise, and unexpended balances may be used in succeeding option years.

(End of clause)

PRESCRIPTION: Use in indefinite delivery cost plus fixed fee, time-and-material or labor-hour solicitations and contracts when necessary in the judgment of the PCO.

REFERENCE: FAR 17.204(f)

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.217-9202 EXERCISE OF OPTION (SBIR PHASE I CONTRACT) (JUL 2000)

The Government, at any time after effective date of contract, may require the Contractor to furnish Option Items 0003 and 0004 for delivery at the time(s) and place(s) and at the price(s) set forth herein. This option shall be exercised, if at all, by written notice signed by the Contracting Officer and sent prior to 90 days after submission of the Phase II proposal.

(End of clause)

PRESCRIPTION: Use in all SBIR Phase I contracts when the contract contains an option.

REFERENCE: SPAWAR INST 4380.3B

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.217-9203 EXERCISE OF OPTION (SBIR PHASE II CONTRACT) (JUL 2000)

The Government, at any time after effective date of contract, may require the Contractor to furnish the Option Items for delivery at the time(s) and place(s) and at the price(s) set forth herein. This option shall be exercised, if at all, by written notice signed by the Contracting Officer and sent prior to the option exercise dates listed below:

ITEMS	OPTION EXERCISE DATE
Contracting Officer insert Option CLIN numbers by Option period (e.g. “0003 and 0004”)	[*Contracting officer insert option exercise date*]

(End of clause)

PRESCRIPTION: Use in all SBIR Phase II contracts when the contract contains an option.

REFERENCE: SPAWAR INST 4380.3B

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.219-9201 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2003)

Pursuant to Public Law 95-507, the Contractor's Subcontracting Plan for small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns is hereby approved and attached hereto as Attachment [*Contracting officer insert appropriate attachment number from Section "J"*] and is made a part of this contract.

(End of clause)

PRESCRIPTION: Use in solicitations and contracts when there is a requirement for contractor to furnish a Subcontracting Plan.

REFERENCE: FAR 52.219-9
DFARS 252.219-7003

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.222-9200 WORKWEEK (APR 2012)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at [*Contracting officer insert name of Government place of performance site*] is [*Contracting officer insert normal workweek at Government site*]. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday	Time of Observance
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

(e) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts for services when performance will be on a Government installation. Delete paragraph (c) for "on-call maintenance" type services.

NOTE: Clause may be modified as needed when the COR specifies an alternate (other than specified in this clause) workweek is mandatory. The contract specialist will be responsible for coordinating the alternate schedule with the COR. Overtime shall be authorized by the chief of the contracting office in accordance with NMCARS 5222.103-4.

REFERENCE: FAR 22.103-1
DFARS 222.103

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.222-9200 WORKWEEK (APR 2012) ALTERNATE I (DEC 2013)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at [*Contracting officer insert name of Government place of performance site*] is [*Contracting officer insert normal workweek at Government site*]. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday	Time of Observance
New Year's Day	1 January

Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

(e) NOTICE: All Contractor employees who make repeated deliveries to military installations shall obtain the required employee pass via the Navy Commercial Access Control System (NCACS) in order to gain access to the facility. Information about NCACS may be found at the following website: http://www.cnic.navy.mil/navycni/groups/public/@hq/@cacpmo/documents/document/cnicp_a230767.ppt.

Contractor employees must be able to obtain a NCACS in accordance with base security requirements. Each employee shall wear the Government issued NCACS badge over the front of the outer clothing. When an employee leaves the Contractor's employ, the employee's NCACS pass shall be returned to the Contracting Officer's Representative or the base Badge and Pass Office within five (5) calendar days.

Contractors who do not have a NCACS or Common Access Card (CAC) must be issued a one-day pass daily at the Badge and Pass Office. Issuance of a CAC requires the need for physical access to the installation and logical access to government owned computer systems.

(f) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

(End of clause)

PRESCRIPTION: Use a substantially the same specification in service contracts exceeding the simplified acquisition threshold.
Insert a paragraph substantially the same as paragraph (e) when base access is required. The NCACS pass requirement does not apply to contractors working on base who already have a Common Access Card. This requirement primarily applies to companies who make repeated deliveries to military installations of supplies/parts, lunch wagons, contractors requiring access to the base for minor maintenance/repairs of short duration, but repeated over time- such as maintaining copiers.

NOTE: The prescriptive language for the base clause provides instructions for editing paragraphs (a)-(d) of the clause.

REFERENCE: Local Policy

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.222-9201 WORK WEEK (SSC-PAC) (APR 2012)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at the Space and Naval Warfare Systems Center Pacific (SPAWARSYSCEN Pacific) is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal work hours at SPAWARSYSCEN Pacific unless differing hours are specified on the individual delivery/task orders. The Contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at SPAWARSYSCEN Pacific must work during the normal workweek. The following is a list of holidays observed by the Government.

Name of Holiday	Time of Observance
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours during a week. Therefore, during the SPAWARSYSCEN Pacific off-Friday (36 hour) week overtime will not be paid for non-exempt employees. During the work-Friday week (44 hour) the contractor is to schedule work so as not to incur overtime charges during the normal work week unless authorized in writing by the Government to do so. An example of this would be for contractor personnel to work during the hours of 7:45 AM to 4:15 PM Monday through Thursday and 7:15 AM to 3:45 PM Friday during the work-Friday week. The contractor may also elect to configure the workforce in such a way that no single employee exceeds 40 hours during a normal week even though normal SPAWARSYSCEN Pacific hours are maintained both weeks.

(e) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

(End of clause)

PRESCRIPTION: Insert in SPAWARSYSCEN Pacific solicitations and contracts for services when performance will be on a Government installation. Delete paragraph (c) for “on- call maintenance” type services.

NOTE: Clause may be modified as needed when the COR specifies an alternate (other than specified in this clause) workweek is mandatory. The contract specialist will be responsible for coordinating the alternate schedule with the COR. Overtime shall be authorized by the Chief of the Contracting Office in accordance with NMCARS 5222.103-4.

REFERENCE: FAR 22.103-1 and DFARS 222.103

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.222-9201 WORK WEEK (SSC-PAC) (APR 2012) ALTERNATE I (DEC 2013)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at the Space and Naval Warfare Systems Center Pacific (SPAWARSYSCEN Pacific) is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal work hours at SPAWARSYSCEN Pacific unless differing hours are specified on the individual delivery/task orders. The Contractor is <u>not required</u> to maintain the same hours as Government employees; however, contractor employees performing work at SPAWARSYSCEN Pacific must work during the normal workweek. The following is a list of holidays observed by the Government.

Name of Holiday	Time of Observance

New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours during a week. Therefore, during the SPAWARSYSCEN Pacific off-Friday (36 hour) week overtime will not be paid for non-exempt employees. During the work-Friday week (44 hour) the contractor is to schedule work so as not to incur overtime charges during the normal work week unless authorized in writing by the Government to do so. An example of this would be for contractor personnel to work during the hours of 7:45 AM to 4:15 PM Monday through Thursday and 7:15 AM to 3:45 PM Friday during the work-Friday week. The contractor may also elect to configure the workforce in such a way that no single employee exceeds 40 hours during a normal week even though normal SPAWARSYSCEN Pacific hours are maintained both weeks.

(e) NOTICE: All Contractor employees who make repeated deliveries to military installations shall obtain the required employee pass via the Navy Commercial Access Control System (NCACS) in order to gain access to the facility. Information about NCACS may be found at the following website: http://www.cnic.navy.mil/navycni/groups/public/@hq/@cacpmo/documents/document/cnicp_a230767.ppt

Contractor employees must be able to obtain a NCACS in accordance with base security requirements. Each employee shall wear the Government issued NCACS badge over the front of the outer clothing. When an employee leaves the Contractor's employ, the employee's NCACS pass shall be returned to the Contracting Officer's Representative or the base Badge and Pass Office within five (5) calendar days.

Contractors who do not have a NCACS or Common Access Card (CAC) must be issued a one-day pass daily at the Badge and Pass Office. Issuance of a CAC requires the need for physical access to the installation and logical access to government owned computer systems.

(f) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an

exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

(End of clause)

PRESCRIPTION: Use a substantially the same specification in service contracts exceeding the simplified acquisition threshold.
Insert a paragraph substantially the same as paragraph (e) to the SSC-PAC base clause when base access is required. The NCACS pass requirement does not apply to contractors working on base who already have a Common Access Card. This requirement primarily applies to companies who make repeated deliveries to military installations of supplies/parts, lunch wagons, contractors requiring access to the base for minor maintenance/repairs of short duration, but repeated over time- such as maintaining copiers.

NOTE: The prescriptive language for the base clause provides instructions for editing paragraphs (a)-(d) of the clause.

REFERENCE: Local Policy

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.222-9600 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (JUL 1989)

Attachment [*Contracting officer insert appropriate attachment from Section "J"*] incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor.

(End of clause)

PRESCRIPTION: This clause shall be used in any solicitation or contract in excess of $2,500 involving a wage determination for services (as defined in FAR 22.1001) and covered by the Service Contract Act of 1965. Use with the FAR 52.222-41 "Service Contract Act of 1965, as Amended" and FAR 52.222-42 "Statement of Equivalent Rates for Federal Hires" clauses.

NOTE: If the wage determination is received after issuance of the solicitation but 10 days before opening of bids or the receipt of initial proposals, applicable wage determination must be added if the contracting officer finds there is a reasonable time in which to notify the offerors/bidders of the revision.

REFERENCE: FAR 22.1006(a) and (b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.223-9200 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS (NOV 2008)

(a) If performance of any work under this contract is required at a [Contracting officer insert SPAWAR Headquarters, SPAWARSYSCEN Pacific, or SPAWARSYSCEN Atlantic] facility, the Contractor shall contact the [**Contracting officer insert appropriate code for SPAWAR Headquarters or applicable SPAWAR Systems Center Office with cognizance over safety and environmental requirements]** prior to performance of ANY work under this contract. *The purpose of contacting the Safety and Environmental Office is to obtain and become familiar with any local safety regulations or instructions and to inform the local Safety Officer of any work taking place on base.* **Safety and Occupational Health personnel cannot assume a regulatory role relative to oversight of the contractor safety activities and performance except in an imminent danger situation. Administrative oversight of contractors is the primary responsibility of the Contracting Officer and/or the Contracting Officer's designated representative.**

(b) Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal and/or Navy regulations protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities.

*[SPAWARSYSCEN Pacific contracting officers may insert in paragraph (b) after the phrase "State, Federal and/or Navy regulations", the parenthetical phrase "(i.e., **SSCSDINST 5100.5D,** Occupational Safety and Health Manual)".]

(c) Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (i) wear appropriate safety equipment and clothing, (ii) are familiar with all relevant emergency procedures should an accident occur, and (iii) have access to a telephone and telephone numbers, to include emergency telephone numbers, for the [Contracting officer insert SPAWAR Headquarters, SPAWARSYSCEN Pacific, or SPAWARSYSCEN Atlantic] facility where work is performed].

(End of clause)

PRESCRIPTION: All solicitations and contracts when work will be performed on any SPAWAR Headquarters, SPAWARSYSCEN Pacific, or SPAWARSYSCEN Atlantic facility or tenant activity; in particular when work will be performed on SPAWARSYSCEN Pacific facility or tenant activity.

REFERENCE: FAR 23.302

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.225-9200 OFFSHORE PROCUREMENT OF COMSEC EQUIPMENT (MAY 1996)

Due to the unique sensitivity of Communications Security and to maintain rigid control over the integrity of COMSEC equipment, no subcontracts or purchase orders which involve design, manufacture, production, assembly or test in a location not in the United States, of equipment, assemblies, accessories or parts performing cryptographic functions shall be made under this contract without prior specific approval of the Contracting Officer. The Contractor further agrees to include this clause in any and all subcontracts he may let pursuant to this contract for equipment, assemblies, accessories or parts.

(End of clause)

PRESCRIPTION: Use in solicitations and contracts that have a requirement for prime (non-ancillary) COMSEC equipment.

REFERENCE: DoD 5220.22-S
DoD 5220.22-R

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.227-9205 RIGHTS IN MASK WORKS (DEC 2002)

(a) *Definitions*.
As defined in 17 U.S.C. §901--
"Semiconductor chip product" is the final or intermediate form of any product--
(A) having two or more layers of metallic, insulating, or semiconductor material, deposited or otherwise placed on, or etched away or otherwise removed from, a piece of semiconductor material in accordance with a predetermined pattern; and
(B) intended to perform electronic circuit functions.
"Mask work" is a series of related images, however fixed or encoded--
(A) having, or representing the predetermined, three-dimensional pattern of metallic, insulating, or semiconductor material present or removed from the layers of a semiconductor chip product; and
(B) in which series the relation of the images to one another is that each image has the pattern of the surface of one form of the semiconductor chip product.

(b) For any and every mask work generated in the performance of work under this contract, the contractor grants to the Government a non-exclusive, irrevocable, royalty free, worldwide license to:
(1) reproduce or have reproduced the mask work by optical, electronic, or any other means; and
(2) import or distribute or have imported or distributed a semiconductor chip product in which the mask work is embodied.

(c) The contractor shall include this clause, suitably modified to replace "contractor" with "subcontractor" in all subcontracts, regardless of tier, in which a mask work is likely to be created in the performance of the work under the subcontract. The contractor shall not obtain rights in the subcontractor's mask works as any part of the consideration for awarding the subcontract.

(d) This license is specific to mask work rights and shall not be construed to broaden any proprietary rights to technical data or computer software.

(End of clause)

PRESCRIPTION: Use in solicitations and contracts for research and development including SBIR Phase I, Phase II and Phase III contracts, when (1) mask works may be created under the contract, and (2) rights in mask works are required to satisfy the life-cycle objectives of the program. Please contact Office of Patent Counsel (SPAWARSYSCEN Pacific Code 36000) at (619) 553-3823 with any questions regarding the use of this clause.

REFERENCE: Office of Patent Counsel (SPAWARSYSCEN Pacific Code 36000)
17 USC §901 and 905

DFARS 252.227-7013(b)(1)
Navy Intellectual Property Procedures Manual, Chapter 8, Section 6-4.

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.227-9206 SUBMISSION OF INTERIM AND FINAL INVENTION REPORTS AND NOTIFICATION OF ALL SUBCONTRACTS FOR EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (OCT 2008)

(a) This contract contains either FAR 52.227-11 "Patent Rights--Ownership by the Contractor" clause and DFARS 252.227-7039 "Patents--Reporting of Subject Inventions" or DFARS 252.227-7038 "Patent Rights--Ownership by the Contractor (Large Business)" clause, or FAR 52.227-13 "Patent Rights--Ownership by the Government" clause.

(b) Under these clauses, the Contractor is required to submit interim and final invention reports and notification to the Government of all subcontracts for experimental, developmental, or research work. The interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work may be submitted on DD Form 882 "Report of Inventions and Subcontracts."

(c) The Contractor shall submit interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work, including negative reports, to:

For contracts with SPAWARSYSCOM, use:

SPAWAR HQ
Policy Branch, Code 2.3.2
Contract Closeout
4301 Pacific Highway
San Diego, CA 92110-3127

For contracts with SPAWARSYSCEN-Pacific, use:
CONTRACT CLOSEOUT / CODE 23100
SPAWARSYSCEN PACIFIC
53560 HULL STREET
SAN DIEGO, CA 92152-5001

For contracts with SPAWARSYSCEN - Atlantic, use:
SPAWARSYSCEN
Contract Closeout
P.O. Box 190022
N. Charleston, SC 29419-9022

(d) The *Insert the applicable Patent Counsel Office: SPAWARSYSCEN Pacific Office of Patent Counsel, Code 360012, or SPAWAR SYSCEN Atlantic Office of Patent Counsel, Code 36000*, will represent the Contracting Officer with regard to invention reporting matters arising under the contract.

(End of clause)

PRESCRIPTION: Use in solicitations and contracts for experimental, developmental, or research work containing FAR 52.227-11 "Patent Rights--Ownership by the Contractor", or DFARS 252.227-7038 "Patent Rights--Ownership by the Contractor (Large Business)", or FAR 52.227-13 "Patent Rights--Ownership by the Government" clauses.

REFERENCE: FAR 27.3
DFARS 227.3

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.227-9207 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010)

(a) Definition.
"Confidential Business Information," (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' Information include the following:
(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,
(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:
(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);

(2) Access to Information is restricted to individuals with a bona fide need to possess;
(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;
(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,
(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

(End of clause)

PRESCRIPTION: Use in all solicitations and contracts exceeding the micropurchase threshold including, task or delivery orders under a Federal Supply Schedule contract when a request for quotation or similar communication tool is issued.

REFERENCE: 10 U.S.C. § 2320; 18 U.S.C. §§ 1832, 1905; FAR 9.505-4(b) DFARS §§ 227.7103-1(c), 227.7203-1(c).
LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.227-9207 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010) ALTERNATE I (JAN 2012)

(a) Definition.
"Confidential Business Information," (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information including technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing even when -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information will include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).
(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to

confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.
(c) Circumstances where SPAWAR may release the contractor's or subcontractors' Information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,
(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.
(3) To contractors and subcontractors, and their employees tasked with assisting SPAWAR in technical and administrative support services for the SPAWAR Small Business Innovation Research (SBIR) program, including monitoring contract progress and providing financial oversight.
(4) To contractors and subcontractors, and their employees tasked with assisting SPAWAR in furnishing advice or technical assistance in support of the Government's management and oversight of the SPAWAR SBIR program or effort.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1), (c)(2), (c)(3), and (c)(4) only under the following conditions:
(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2), (c)(3), and (c)(4);
(2) Access to Information is restricted to individuals with a bona fide need to possess;
(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;
(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2), (c)(3), and (c)(4) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2), (c)(3), and (c)(4); and,
(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1), (c)(2), (c)(3), and (c)(4), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.
(End of Clause)

PRESCRIPTION: Use in all SBIR Phase I and Phase II contracts.

REFERENCE: 10 U.S.C. § 2320; 18 U.S.C. §§ 1832, 1905; FAR 9.505-4(b) DFARS §§ 227.7103-1(c), 227.7203-1(c).
LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.227-9208 SBIR REPRESENTATION (OCT 1998)

The contractor, by signing this contract, represents that it is not currently being and has not previously been paid by an agency of the Federal Government for work that is essentially equivalent to the work to be provided under this contract.

(End of Clause)

PRESCRIPTION: Use in all Small Business Innovative Research (SBIR) Phase I and Phase II contracts

REFERENCE: DFARS 252.227-7018

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.227-9209 PATENTS AND COPYRIGHTS (SBIR CONTRACTS) (DEC 2002)

(a) Copyright

To the extent permitted by statute, the contractor may copyright (consistent with appropriate national security considerations, if any) material developed with DoD support. DoD receives a royalty-free license for the Federal Government and requires that each publication contain an appropriate acknowledgement and disclaimer statement.

(b) Patent Rights

Small business firms normally may retain the principal worldwide patent rights to any invention developed with Government support (see the FAR 52.227-11, Patent Rights--Retention by the Contractor (Short Form) clause and the DFARS 252.227-7039, Patents--Reporting of Subject Inventions, clause). The Government receives a royalty-free license for its use, reserves the right to require the patent holder to license others in certain limited circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must normally manufacture it domestically. Notwithstanding the FAR 52.227-11, Patent Rights--Retention by the Contractor (Short Form) clause, to the extent authorized by 35 U.S.C. 205, the Government will not make public any information disclosing a Government-supported invention for a period of five years to allow the contractor to pursue a patent.

(End of clause)

PRESCRIPTION: Use in all SBIR Phase I, Phase II and Phase III contracts.

REFERENCE: DoD SBIR Solicitation

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.227-9210 DURATION OF DATA AND SOFTWARE RIGHTS UNDER SMALL BUSINESS INNOVATION RESEARCH (SBIR) PHASE I, PHASE II AND PHASE III CONTRACTS (DEC 2002)

(a) The five-year period of the "SBIR data rights" defined in the clause at DFARS 252.227-7018 "Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program (Jun 1995)" begins on the date of the last deliverable made under the contract and is automatically restarted on the date of the last deliverable made under any contract awarded in each subsequent phase of the same SBIR program.

(b) For the purpose of a Phase I contract and any subsequent Phase II or Phase III contract, the phrase "during the period commencing with contract award and ending upon the date five years after completion of the project" (b)(4) of the clause at DFARS 252.227-7018 "Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program (Jun 1995)" means--

(1) The Government must protect from disclosure and non-governmental use all SBIR technical data developed from work performed under an SBIR contract for a period of five years from delivery of the last deliverable under that contract (either Phase I, Phase II, or Federally-funded SBIR Phase III) unless the Government obtains permission to disclose such SBIR technical data from the contractor or SBIR applicant. Agencies are released from obligation to protect SBIR data upon expiration of the protection period, except that any such data that is also protected and referenced under a subsequent SBIR contract must remain protected through the protection period of that subsequent SBIR contract. For example, if a Phase III contract is issued within the Phase II data rights protection period and the Phase III contract refers to and protects data developed and protected under the Phase II contract, then that data must continue to be protected through the Phase III protection period.

(2) SBIR technical data rights apply to all SBIR contracts that fall within the statutory definition of Phases I, II, or III of the SBIR Program, including subcontracts to such contracts. The scope and extent of the SBIR technical data rights applicable to Federally-funded Phase III contracts is identical to the SBIR data rights applicable to Phases I and II SBIR contracts. The data rights protection period lapses only: (i) Upon expiration of the protection period applicable to an SBIR contract, or (ii) by agreement between the contractor and the Government.

(End of clause)

PRESCRIPTION: Insert in all Small Business Innovation Research (SBIR) Phase I, Phase II, and Phase III contracts.

REFERENCE: Small Business Administration Small Business Innovation Research Program Policy Directive effective on September 24, 2002

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.227-9211 PROCEDURES FOR CONTROLLING TECHNICAL DOCUMENTS UNDER SPAWARSYSCEN PACIFIC CONTRACTS (NOV 2008)

The Contractor shall comply with DOD Directive 5230.25 and the information provided herein when the Government provides the Contractor with technical data.

(a) Location of distribution statement, export warning notice, and destruction notice (classified and unclassified technical documents).

(1) Standard written or printed material with covers and/or title pages: Statement(s) to be printed, typed, or stamped on the front cover and title page.
(2) Technical documents without covers or title pages: Statement(s) to be typed, printed, or stamped on the first page of the document.
(3) Deck of punched or aperture cards: Statement(s) to be typed, printed, or stamped on face of first and last card and on top of deck.
(4) Magnetic tape, cassette, or disk: Statement(s) to be typed, stamped, or printed on a label applied to outside of material. The first page of the resulting hard-copy report or computer printout is also marked with applicable statement(s).
(5) Microfilm: Statement(s) to be typed, stamped, or printed on outside of jacket or canister housing the material. The first page of the resulting hard-copy report or first frame is also marked with applicable statement(s). The headers for microfiche must carry an abbreviated version of the statement(s).
(6) Drawings: Applicable statement(s) to be typed, stamped, or printed near the title block.

(b) Safeguarding of Unclassified, Limited-Access Documents (for classified documents see SSCPACINST 5500.1B).

(1) Normal working hours: Limited-access documents and those that have not yet been reviewed cannot be left unattended in work areas accessible to non-DoD employees.
(2) After normal working hours: Limited-access documents and those that have not yet been reviewed should be placed in locked files, desks, or similar containers. If this is not possible, locked offices or buildings are adequate.
(3) Additional guidance for safeguarding limited-access media processed by an IT system, activity, or network can be found in OPNAVINST 5239.1A.

(c) Destruction of Unclassified, Limited-Access Documents. Destroy by any method that will prevent disclosure of contents or reconstruction of the material. Examples of such destruction methods follow:
(1) Printed document, deck of punched or aperture cards, computer printout, and drawings: Destroy by tearing each copy into pieces to preclude reconstruction and placing the pieces in regular trash containers or send to the Mail Room Branch for destruction.
(2) Magnetic tape, cassette, or disk: Destroy by erasing the magnetic storage media.
(3) Microfilm: Destroy by cutting into small pieces or send to the mailroom for destruction.

(d) Safeguarding of Classified Documents: See SSCPACINST 5500.1B.

(e) Destruction of Classified Documents: See SSCPACINST 5500.1B.

(End of specification)

PRESCRIPTION: Insert in all SPAWARSYSCEN Pacific solicitations and contracts under which the Government provides technical data to contractor(s).

REFERENCE: NOSCINST 5600.2F

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.227-9213 PATENT MATTERS POINT OF CONTACT (OCT 2008)

The Point of Contact regarding Patent Matters for this contract is:

For HQ or SSC-PAC use:

OFFICE OF PATENT COUNSEL / CODE 360012
SPAWARSYSCEN
53560 HULL STREET
SAN DIEGO, CA 92152-5001
(619) 553-3001

For SSC-ATL use:

Legal Office - Patent Counsel
SPAWARSYSCEN Code 36000
PO Box 190022
N. Charleston, SC 29419-9022
(843) 218-5569

Do not submit interim and final invention reports to this address. See the clause at 5252.227-9206 for the proper address.

(End of clause)

PRESCRIPTION: Use in solicitations and contracts containing the FAR 52.227-11 "Patent Rights—Ownership by the Contractor (Short Form)", the FAR 52.227-13 "Patent Rights--Ownership by the Government" clauses or the DFARS 252.227-7038 Patent Rights—Ownership by the Contractor (Large Business). Use in SBIR contracts even if the contract does not contain a Patent Rights clause.

NOTE**:** The intent of this clause is to provide notice as to who, in consultation with the Contracting Officer, is the authority on patent matters. Interim and Final Invention reports are NOT to be submitted to the address above. The negotiator shall use this clause in conjunction with the clause 5252.227-9206 to specify the proper address that the contractor shall submit their reports to.

REFERENCE**:** FAR Subpart 27.3
DFARS 227.3

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION G CLAUSES

5252.227-9214 TRANSITION ASSISTANCE PROGRAM (JAN 2012)

(a) All Navy Phase II Award recipients must attend a one-day Transition Assistance Program (TAP) meeting during the second year of the Phase II effort. The meeting is typically held in the Washington, D.C. area.

(b) The TAP has two objectives: (1) to facilitate DoD use of Navy-funded SBIR technology; and (2) to assist SBIR-funded firms to speed up the rate of technology commercialization through licensing, strategic alliance, or equity or debt financing. TAP is competitive 10-month program offered exclusively to SBIR Phase II award recipients. It is designed to help Phase II recipients conduct preliminary strategic planning and assist them to:
· Confirm the Navy customer's needs,
· Enhance the strategies for transitioning to Phase III,
· Develop a technical briefing for the Electronic Catalog,
· Develop a business plan,
· Present the Navy Phase II Award recipient's defense and private sector opportunities to a group of over 150 high level decision makers from Fortune 500 firms, venture capital firms, DoD program managers, and DoD primes at a Navy Opportunity Forum.

(c) As a Phase II recipient, the contractor will be contacted with more information regarding this program or can visit http://www.dawnbreaker.com/defense/navy-tap.php

(End of specification)

PRESCRIPTION: Insert in all SBIR Phase II contracts under the overall cognizance of the Navy SBIR Program Manager (e.g. SBIR Phase II contracts for SPAWAR, MARCOR, NAVSEA, NAVFAC, NAVSUP, SSP or ONR)

REFERENCE: FY 2002 DoD SBIR Program Solicitation Document ("Navy Program Submission Instructions")

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.227-9215 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992)

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contract is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States.

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. contractor is engaged, or plans to engage. The purpose for which the data is needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the license prior to the release of technical data within the United States) and agrees that

it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 to Commander, Defense Logistics Services Center (DLSC), ATTN: DLSC-FEB, Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

(End of clause)

PRESCRIPTION: Use in solicitations and contracts when disclosure of export-controlled technical data is necessary for an acquisition; normally when Military Critical Technology applies to the technical data.

REFERENCES: DoD Directive 5230.25
OPNAVINST 5510.161

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.228-9200 LIABILITY INSURANCE--FIXED PRICE CONTRACTS (OCT 2001)

(a) The following types of insurance are required in accordance with the FAR 52.228-5 “Insurance--Work on a Government Installation” clause and shall be maintained in the minimum amounts shown:

(1) Workers’ compensation and employers’ liability: minimum of $100,000

(2) Comprehensive general liability: $500,000 per occurrence

(3) Automobile liability: $200,000 per person
$500,000 per occurrence
$ 20,000 per occurrence for property damage

(b) Upon notification of contract award, the contractor shall furnish to the Contracting Officer, as required by paragraph (b) of the FAR 52.228-5 “Insurance--Work on a Government Installation” clause, a certificate or written statement of insurance prior to commencement of work under this contract. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage,

dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of clause)

PRESCRIPTION: Use a specification substantially the same as SPAWAR 5252.228-9200 in contracts containing the clause at FAR 52.228-5, Insurance--Work on a Government Installation.

NOTE: The Contracting Officer can require additional coverage and higher limits if appropriate.

REFERENCE: FAR 28.307-2
FAR 28.310(a)
FAR 52.228-5

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.228-9201 LIABILITY INSURANCE--COST TYPE CONTRACTS (OCT 2001)

(a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

(1) Workers' compensation and employers' liability: minimum of $100,000
(2) Comprehensive general liability: $500,000 per occurrence
(3) Automobile liability: $200,000 per person
$500,000 per occurrence
$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of clause)

PRESCRIPTION: This clause is for use whenever the FAR 52.228-7 "Insurance--Liability to Third Persons" clause is used. The FAR 52.228-7 clause is for use in all cost type solicitations and contracts.

NOTE: See FAR 28.308 for self-insurance
See DFARS 228.370(c) and DFARS 252.228-7002 for Flight Risk

REFERENCE: FAR 28.307-2
FAR 28.307
FAR 28.311-2
FAR 52.228-7

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

(1) Contract number
(2) Date, time, and place of proposed travel
(3) Purpose of travel and how it relates to the contract
(4) Contractor's estimated cost of travel
(5) Name(s) of individual(s) traveling and;
(6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's

home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;
(b) is designed to carry passengers or goods; and
(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles (18 + 18 - 14 = 22).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles (15 + 30 + 15 - 30 = 30).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles (45 + 67 + 12 - 24 = 100).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles (35 + 50 + 25 + 10 - 70 = 50).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

(End of Clause)

REFERENCE: Joint Travel Regulation, paragraph C2401

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

PRESCRIPTION: (a) Use in cost reimbursement, time-and-material or labor-hour contracts, if contractor employees may need to travel in connection with the work under the contract. May use in fixed price contracts, if contractor employees may need to travel in connection with the work under the contract, the amount of travel cannot be identified and reasonable estimates of their cost impact cannot be made. May use in commercial item contracts awarded under FAR Part 12, if the reimbursement of travel costs is consistent with customary commercial practice for the commodity being acquired or the service being performed. May also use in task orders for information technology professional services issued under Federal Supply Schedule contracts or in blanket purchase agreements for information technology professional services issued under Federal Supply Schedule contracts.

(b) The phrase "as required by the FAR 52.216-7 Allowable Cost and Payment clause of the contract" in subparagraph (c)(3) shall be deleted, when this clause is used in fixed price contracts, time-and-material or labor-hour contracts, commercial item contracts awarded under FAR Part 12, task orders for information technology professional services issued under Federal Supply Schedule contracts, or in blanket purchase agreements for information technology professional services issued under Federal Supply Schedule contracts.

REFERENCE: FAR 31.205-46

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) ALTERNATE I (SEP 2001)

If the contract is a definite or indefinite delivery contract (i.e., requirements, indefinite quantity), add the following two sentences after paragraph (a)(6) of the basic Clause 5252.231-9200 "Reimbursement of Travel Costs":

Any travel under the contract must be specifically identified by the contractor in a written quotation to the Ordering Officer prior to incurring any travel costs. Travel under this contract is only authorized under task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order.

(End of Alternate I)

PRESCRIPTION: The contracting officer shall insert Alternate I if the contract is a definite or indefinite delivery contract (i.e., requirements, indefinite quantity).

REFERENCE: Local Policy

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)--ALTERNATE II (SEP 2001)

If the contract is a level of effort or completion contract that is not a definite or indefinite delivery contract, add the following two sentences after paragraph (a)(6) of the basic Clause 5252.231-9200 "Reimbursement of Travel Costs":

The contractor shall submit the travel request in writing to the Contracting Officer's Representative (COR). The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor.

(End of Alternate II)

PRESCRIPTON: The contracting officer shall insert Alternate II if the contract is a level of effort or completion contract that is not a definite or indefinite delivery contract.

REFERENCE: Local Policy

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (SEP 2003)--ALTERNATE III (JAN 2003)

When conducting a non-competitive acquisition, the contracting officer may delete paragraph (d)(4) of the basic Clause 5252.231-9200 "Reimbursement of Travel Costs" and replace it with text substantially the same as the following paragraph (d)(4), if the contracting officer determines that an objection or exception from the

offeror to paragraph (d)(4) of the basic clause to be reasonable considering the circumstances of the proposed contract:

(4) When a Personally Owned Conveyance (POC) is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

"Permanent Duty Station" (PDS) as used in this subparagraph (d)(5) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work. PDS also means the residence from which the employee regularly commutes to and from work.
"Privately Owned Conveyance" (POC) as used in this subparagraph (d)(5), is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, loaned, rented, or leased to an employee or an employee's employer that:

(a) is self-propelled and licensed to travel on the public highways;
(b) is designed to carry passengers or goods; and
(c) has four or more wheels or is a motorcycle or moped.

POC also includes fares for local public transportation (e.g. bus, streetcar, subway) or taxicab when an owned, rented, or leased motor vehicle is not available.
"Residence" as used in this subparagraph (d)(5) is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles, upon completion of work employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles (18 + 18 - 14 = 22).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles, upon completion of work employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles, upon completion of work employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles (15 + 30 + 15 - 30 = 30).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles (45 + 67 + 12 - 24 = 100).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles (35 + 50 + 25 + 10 - 70 = 50).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

(End of Alternate III)

PRESCRIPTION: Insert text substantially the same as Alternate III when conducting a non-competitive acquisition only if the offeror submits an objection or an exception to the text in paragraph (d)(4) and the contracting officer determines the objection or exception to be reasonable considering the circumstances of the proposed contract.

REFERENCE: Joint Travel Regulation, paragraph C2401

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)—ALTERNATE IV (MAR 2012)

(a) Contractor Request and Government Approval of Travel

The estimated travel requirements identified in the contractor's proposal have been evaluated by the Government and approved for use under this contract with the following exceptions: [*Contracting Officer to insert "None" or identify exceptions*] . Any additional travel under this contract must be specifically requested in writing, by the contractor, prior to incurring any travel costs. The request shall include as a minimum, the following:

(1) Contract number
(2) Date, time, and place of proposed travel
(3) Purpose of travel and how it relates to the contract
(4) Contractor's estimated cost of travel
(5) Name(s) of individual(s) traveling and;
(6) A breakdown of estimated travel and per diem charges.

The contractor shall submit the travel request in writing to the Contracting Officer's Representative (COR) if a COR is appointed; or, to the Technical Point of Contact (TPOC) if a COR is not appointed. The COR or TPOC shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;
(b) is designed to carry passengers or goods; and
(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles (18 + 18 - 14 = 22).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles (15 + 30 + 15 - 30 = 30).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles (45 + 67 + 12 - 24 = 100).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles (35 + 50 + 25 + 10 - 70 = 50).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

(End of Clause)

PRESCRIPTION: (a) Use in SBIR Phase I or II cost reimbursement, time-and-material or labor-hour contracts, if contractor employees may need to travel in connection with the work under the contract. May use in SBIR Phase I or II fixed price contracts, if contractor employees may need to travel in connection with the work

under the contract, the amount of travel cannot be identified and reasonable estimates of their cost impact cannot be made.
(b) The phrase "as required by the FAR 52.216-7 Allowable Cost and Payment clause of the contract" in subparagraph (c)(3) shall be deleted, when this clause is used in fixed price contracts, time-and-material or labor-hour contracts, commercial item contracts awarded under FAR Part 12, task orders for information technology professional services issued under Federal Supply Schedule contracts, or in blanket purchase agreements for information technology professional services issued under Federal Supply Schedule contracts.

5252.231-9201 ANTICIPATORY COSTS (JAN 1989)

Allowable costs under this contract shall include such costs, incurred by the Contractor in connection with the work covered by this contract during the period from and including [*Contracting officer insert date from which anticipatory costs are to be recognized*] to the date of this contract, as would have been allowable pursuant to the terms of this contract if this contract had been in effect during said period; provided, however, that such costs shall not in the aggregate exceed[*Contracting officer insert maximum amount of anticipatory costs that may be recognized*] which amount is included in the estimated cost of this contract.

(End of clause)

PRESCRIPTION: Use when costs in connection with work under a cost-type contract have been incurred by the contractor prior to the effective date of the contract and such costs have been approved in advance by the contracting officer. Before approving any anticipatory costs, the contracting officer shall obtain approval to authorize such anticipatory costs from one level above the cognizant contracting officer.

REFERENCE: FAR 31.205-32
SCPPM (Module 2.0) "Precontract (Anticipatory) Costs" Policy Document

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.232-9200 ALLOTMENT OF FUNDS (JAN 1989)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

[*Contracting officer under "Items" insert the item numbers for which incremental funding is provided and under "Allotted to Fixed Fee" insert the amount of incremental funding allocated to fixed fee*]

ITEM(S)	ALLOTTED TO FIXED FEE
_____	$ _____

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

[*Contracting officer under "Items" insert the item numbers for which incremental funding is provided, under "Allotment of Cost" insert the amount of incremental funding allocated to total estimated cost, and under "Period of Performance" insert date by which funding expended*]

ITEM(S)	ALLOTTED TO COST	PERIOD OF PERFORMANCE
_____	$_____	_____

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

(End of clause)

PRESCRIPTION: Insert in cost-reimbursement, incrementally funded contracts. If this clause is used, do not use the 5252.232-9400 clause.

REFERENCES: FAR 32.704
FAR 32.705-2(a) and (b)
FAR 52.232-20
FAR 52.232-22

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION B CLAUSES

5252.232-9201 ALLOTMENT OF FUNDS (PARTIAL) (JAN 1989)

(a) This contract is partially incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee for incrementally funded items, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

[*Contracting officer under "Items" insert the item numbers for which incremental funding is provided and under "Allotted to Fixed Fee" insert the amount of incremental funding allocated to fixed fee*]

ITEM(S)	ALLOTTED TO FIXED FEE
_____	$_____

(c) The amounts presently available and allotted to this contract for payment of cost for incrementally funded items, subject to the Section I "Limitation of Funds" clause, the items covered thereby, and the period of performance for which it is estimated the allotted amounts will cover are as follows:

[*Contracting officer under "Items" insert the item numbers for which incremental funding is provided, under "Allotment of Cost" insert the amount of incremental funding allocated to total estimated cost, and under "Period of Performance" insert date by which funding expended*]

ITEM(S)	ALLOTTED TO COST	PERIOD OF PERFORMANCE
_____	$_____	_____

(d) The parties contemplate that the government will allot additional amounts to this contract from time to time for the incrementally funded items by unilateral contract modification, and any such modification shall state separately the amounts allotted for fee and the amounts allotted for cost, the items covered thereby, and period of performance that the amounts are expected to cover.

(e) Items [*Contracting officer insert items that are fully funded*] are fully funded and performance under such items is subject to the Section I "Limitation of Costs" clause.

(f) The contractor shall segregate costs for the performance of incrementally funded items from the costs of performance of fully funded items.

(End of clause)

PRESCRIPTION: Use this clause in cost reimbursement contracts when some line items are fully funded and others are partially funded.

REFERENCE: FAR 32.704
FAR 32.705-2(a)&(b)
FAR 52.232-20
FAR 52.232-22

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION B CLAUSES

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

(a) The Contractor agrees to segregate costs incurred under this contract at the lowest level of performance, either task or subtask, rather than on a total contract basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order that authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA:
(1) to the Contracting Officer's Representative or the Technical Representative of the Contracting Officer, and
(2) to the Procuring Contracting Officer.

(End of clause)

PRESCRIPTION: Use in cost reimbursement or fixed-price services or time-and-material or labor-hour contracts when there is a need to segregate costs at the task or subtask level. May be modified to require segregation at line item level as well.

REFERENCE: FAR 15

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION G CLAUSES

5252.232-9210 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992)

This [*Contract officer insert either "contract" or "when specified in the task/delivery order"*] is incrementally funded and the amount currently available for payment hereunder is limited to $ [*Contracting officer insert the amount that is currently available for payment*] inclusive of fee. It is estimated that these funds will cover the cost of performance through [*Contracting officer insert the date through which funds are estimated to cover*]. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of $ [*Contracting officer insert the total amount of obligated funds*] shall arise unless additional funds are made available and are incorporated as modifications to this contract.

(End of clause)

PRESCRIPTION: Insert in cost-reimbursement supply or service contracts that are incrementally funded. The clause provides for the specifics required by the FAR 52.232-22 clause when incrementally funded. If this clause is used, do not use the clause 5252.232-9200.

REFERENCE: FAR 52.232-22

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION B CLAUSES

5252.235-9200 PRINCIPAL INVESTIGATOR PRIMARY EMPLOYMENT (SBIR CONTRACT) (DEC 1998)

The primary employment of the principal investigator shall be with the contractor during the conduct of this contract. Primary employment means that more than one-half of the principal investigator's time is spent with the contractor.

(End of clause)

PRESCRIPTION: Use in all SBIR Phase I and SBIR Phase II contracts.

REFERENCE: DoD SBIR Program Solicitation

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.235-9201 RESEARCH AND ANALYTICAL WORK (SBIR PHASE II CONTRACT) (JUL 2001)

The contractor shall perform at least one-half of the research and/or analytical work under this contract unless approved in advance, in writing by the contracting officer.

(End of clause)

PRESCRIPTION: Use in all SBIR Phase II contracts.

REFERENCE: DoD SBIR Program Solicitation

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/ SECTION C CLAUSES

5252.235-9201 RESEARCH AND ANALYTICAL WORK (SBIR PHASE II CONTRACT) (JUL 2001)—ALTERNATE I (MAR 2012)

A minimum of 40% of the research and/or analytical work must be performed by the proposing firm and a minimum of 30% performed by the research institution, unless otherwise approved in advance, in writing by the contracting officer.

(End of clause)

PRESCRIPTION: Use in all STTR Phase II contracts.

REFERENCE: DoD SBIR Program Solicitation

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/ SECTION C CLAUSES

5252.235-9202 RESEARCH AND ANALYTICAL WORK (SBIR PHASE I CONTRACT) (JUL 2001)

The contractor shall perform at least two-thirds of the research and/or analytical work under this contract unless approved in advance, in writing by the contracting officer.

(End of clause)

PRESCRIPTION: Use in all SBIR Phase I contracts.

REFERENCE: DoD SBIR Program Solicitation

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.237-9205 PLACE OF PERFORMANCE (SBIR CONTRACT) (DEC 1998)

The research or research and development work under this contract shall be performed in the United States. "United States" means the fifty states, the Territories and possessions of the United States, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, the Trust Territory of the Pacific Islands, and the District of Columbia.

(End of clause)

PRESCRIPTION: Use in all SBIR Phase I and SBIR Phase II contracts.

REFERENCE: DoD SBIR Program Solicitation

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.237-9600 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any persons performing under the contract, the burden of proof to sustain that the persons is qualified as prescribed herein shall be upon the contractor.

(d) The Contractor must have personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

[*Contracting Officer shall insert labor categories and the minimum requirements for each labor category*]

Labor Categories	Minimum Requirements
_____	_____
_____	_____
_____	_____
_____	_____

(End of clause)

PRESCRIPTION: Insert in indefinite delivery type contracts requiring employees with minimum specialized technical or professional expertise.

REFERENCE: NAVSUP PUB 592

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.237-9601 KEY PERSONNEL (DEC 1999)

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first ____ [*Contract officer insert number of days*] days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial ____ [*Contract officer insert number of days*] day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

[*Contract officer insert personnel determined at time of contract award to be key personnel*]

NAME	CONTRACT LABOR CATEGORY
_____	_____
_____	_____
_____	_____

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

(End of clause)

PRESCRIPTION: This clause is for use in competitively awarded service contracts when the evaluation of proposed personnel will be a significant factor in the award decision. May be tailored to suit needs of requirement.

REFERENCE: FAR Subpart 37.1 General Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION C CLAUSES

5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

(End of clause)

PRESCRIPTION: Use in all solicitations and contracts for services.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.237-9603 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (AUG 2011)

(a) Definition. As used in this clause, “sensitive information” includes:

(i) All types and forms of confidential business information, including financial information relating to a contractor’s pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;

(ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);

(iii) Information properly marked as “business confidential,” “proprietary,” “procurement sensitive,” “source selection sensitive,” or other similar markings;

(iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

(b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include "sensitive information" or other information not previously made available to the public that would be competitively useful on current or future related procurements.

(c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—

(i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
(ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
(iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contact and to safeguard information from unauthorized use and disclosure.
(iv) Execute a "Contractor Access to Information Non-Disclosure Agreement," and obtain and submit to the Contracting Officer a signed "Contractor Employee Access to Information Non-Disclosure Agreement" for each employee prior to assignment;
(v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

(d) In the event that the Contractor inadvertently accesses or receives any information marked as "proprietary," "procurement sensitive," or "source selection sensitive," or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

(e) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

(f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the "Contractor Non-Disclosure Agreement," a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the

Contractor's plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A "firewall" may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

(End of clause)

PRESCRIPTION**:** Use this clause where contractor personnel require access to information in Government Information Systems including, but not limited to, the Navy Enterprise Resource Planning (N-ERP), Electronic Document Access (EDA), and Wide Area Workflow (WAWF) System.

REFERENCE: Local Policy, FAR 3.104 -- Procurement Integrity

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.242-9202 TECHNICAL DIRECTION (COST TYPE CONTRACTS) (APR 1992)

(a) Technical Direction may be provided to the Contractor from time to time by the Contracting Officer or Contracting Officer's Representative, if authorized, during the term (term is defined as the period of performance for the basic contract and any options that may be exercised) of this contract. Technical Direction will provide specific information relating to the tasks contained in the Statement of Work and will be provided to the contractor in writing. Any Technical Direction issued hereunder will be subject to the terms and conditions of the contract. The contract shall take precedence if there is any conflict with any Technical Direction issued hereunder, and cannot be modified by any Technical Direction.

(b) As stated, Technical Direction shall be issued in writing and shall include, but not be limited to, the following information:

(1) date of issuance of Technical Direction;
(2) applicable contract number;
(3) technical direction identification number;
(4) description of Technical Direction;
(5) estimated cost;
(6) estimated level of effort by labor category; and
(7) signature of the PCO/COR.

(c) If the contractor does not agree with the estimated cost specified on the technical direction, or considers the technical direction to be outside the scope of the contract, he shall notify the PCO or COR immediately and, in the case of the estimated cost, arrive at a general agreement to the cost of the task. In the case of the direction

requiring work that is out of the scope of the contract, the contractor shall not proceed with the effort unless and until the PCO executes a contract modification to include the change in scope.

(End of clause)

PRESCRIPTION: Use when contracting for services and it is desired to give the PCO and/or COR the ability to issue technical direction letters.

REFERENCE: FAR 37.102 Policy
DFARS 201.602-70
Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

5252.243-9600 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

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

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

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

[*Contracting officer insert name, address and telephone number of the contracting officer*]

NAME _____
ADDRESS _____
TELEPHONE _____

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts when it is anticipated that liaison and communications between Contractor and Government technical personnel will be required. Use with the clause at FAR 52.243-7.

REFERENCE: FAR 1.602
FAR 43.104
FAR 43.202
NAVSUP PUB 592

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

SPAWAR SOW/PWS Template Language

- **FIRST ARTICLE (GOVERNMENT TESTING) SPECIAL PROVISIONS (SEP 1989)**

(a) For the purposes of this contract, the term "First Article" has the same meaning as the synonymous terms "preproduction model(s)" and "preproduction equipment."

(b) The First Article shall conform in every respect with the requirements set forth for production equipment and shall be manufactured with tools, materials and methods which are the same as, or representative of, the equipment to be furnished under Items (s) [*Contracting officer insert item number(s)*] (herein called production equipment). The First Article shall not be delivered for first article approval tests as provided for in the clause of this contract entitled "First Article Approval--Government Testing" until after it has been fully tested by the contractor at his expense to determine compliance with said requirements and preliminary accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the Item identification. One (l) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary inspection, one (l) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Space and Naval Warfare Systems Command at the time of First Article delivery.

(c) The Contractor shall incorporate all modifications required by any conditional approval received in accordance with paragraph (b) of the contract clause entitled "First Article Approval--Government Testing" (52.209-4), and correct any damage or deterioration resulting from testing or shipment of the First Article. As so modified and corrected, and subject to the next to last sentence of paragraph (b) of the clause of this contract entitled "First Article Approval--Government Testing," the approved First Article [*Contracting officer insert alternatives for this paragraph (c): (1) "shall serve as a manufacturing standard", (2) "may be redelivered as part of the production requirements", or (3) or some other alternative*].

(End of clause)

PRESCRIPTION: This language may be incorporated into the SOW when the FAR 52.209-4 "First Article Approval--Government Testing" clause is used and it is necessary to require the Contractor to perform preliminary testing prior to delivery of the First Article.

REFERENCE: FAR Policy of 9.302.

LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SOW LANGUAGE

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

For the FAR: http://acquisition.gov/far/
For the DFARS: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
For the NMCARS: https://acquisition.navy.mil/home/policy_and_guidance/nmcars

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

REFERENCE	TITLE	DATE
52.202-1	Definitions	Jan 2012
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	Sep 2006
52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 1995)--Alternate I	Oct 1995
52.203-7	Anti-Kickback Procedures	Oct 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct 2010
52.203-13	Contractor Code of Business Ethics and Conduct	Dec 2008
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	Jun 2010
52.203-16	Preventing Personal Conflicts of Interest	Dec 2011
52.204-2	Security Requirements	Aug 1996
52.204-2	Security Requirements (Aug 1996)--Alternate I	Apr 1984
52.204-4	Printing/Copying Double-Sided on Recycled Paper	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Aug 2012
52.204-11	American Recovery and Reinvestment Act—Reporting Requirements	Jul 2010
52.204-99	System for Award Management Registration (DEVIATION)	Aug 2012
52.207-3	Right of First Refusal of Employment	Nov 1991
52.207-5	Option to Purchase Equipment	Feb 1995
52.208-8	Required Sources for Helium and Helium Usage Data	Apr 2002
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	Oct 2008
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Dec 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Feb 2012
52.211-5	Material Requirements	Aug 2000
52.211-15	Defense Priority and Allocation Requirements	Apr 2008
52.212-4	Contract Terms and Conditions--Commercial Items	Feb 2012
52.212-4	Contract Terms and Conditions--Commercial Items--Alternate I	Oct 2008
52.213-4	Terms and Conditions - Simplified Acquisitions (Other Than Commercial Items)	Mar 2012
52.214-26	Audit and Records--Sealed Bidding	Oct 2010
52.214-26	Audit and Records--Sealed Bidding--Alternate I	Oct 2010
52.214-27	Price Reduction for Defective Cost or Pricing Data--Modifications-Sealed Bidding	Aug 2011
52.214-28	Subcontractor Cost or Pricing Data--Modifications--Sealed Bidding	Oct 2010

52.214-29	Order of Precedence--Sealed Bidding	Jan 1986
52.215-2	Audit and Records--Negotiation	Mar 2009
52.215-2	Audit and Records--Negotiation (Mar 2009)--Alternate I	Oct 2010
52.215-2	Audit and Records--Negotiation (Mar 2009)--Alternate II	Oct 2010
52.215-2	Audit and Records--Negotiation (Mar 2009)--Alternate III	Jun 1999
52.215-8	Order of Precedence--Uniform Contract Format	Oct 1997
52.215-9	Changes or Additions to Make-or-Buy Program	Oct 2010
52.215-9	Changes or Additions to Make-or-Buy Program (Oct 1997)--Alternate I	Oct 1997
52.215-9	Changes or Additions to Make-or-Buy Program (Oct 1997)--Alternate II	Oct 2010
52.215-10	Price Reduction for Defective Cost or Pricing Data	Aug 2011
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications.	Aug 2011
52.215-12	Subcontractor Cost or Pricing Data	Oct 2010
52.215-13	Subcontractor Cost or Pricing Data--Modifications	Oct 2010
52.215-14	Integrity of Unit Prices	Oct 2010
52.215-14	Integrity of Unit Prices (Oct 1997)--Alternate I	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions	Oct 2010
52.215-17	Waiver of Facilities Capital Cost of Money	Oct 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	July 2005
52.215-19	Notification of Ownership Changes	Oct 1997
52.215-23	Limitations on Pass-Through Charges	Oct 2009
52.215-23	Limitations on Pass-Through Charges (Oct 2009)—Alternate I	Oct 2009
52.216-7	Allowable Cost and Payment	Jun 2011
52.216-8	Fixed Fee	Jun 2011
52.216-10	Incentive Fee	Jun 2011
52.216-12	Cost-Sharing Contract--No Fee	Apr 1984
52.216-12	Cost-Sharing Contract (Apr 1984)--No Fee--Alternate I	Apr 1984
52.216-15	Predetermined Indirect Cost Rates	Apr 1998
52.216-26	Payments of Allowable Costs Before Definitization	Dec 2002
52.217-2	Cancellation Under Multi-year Contracts	Oct 1997
52.219-3	Notice of Total HUBZone Set-Aside	Nov 2011
52.219-3	Notice of Total Hubzone Set-Aside or Sole Source Award (Jan 2011) --Alternate I	Jan 2011
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	Jul 2005
52.219-6	Notice of Total Small Business Set-Aside	Nov 2011
52.219-6	Notice of Total Small Business Set-Aside (Jul 1996)--Alternate I	Nov 2011
52.219-6	Notice of Total Small Business Set-Aside (Jul 1996)--Alternate II	Nov 2011
52.219-7	Notice of Partial Small Business Set-Aside	Jun 2003
52.219-7	Notice of Partial Small Business Set-Aside (Jun 2003)--Alternate I	Oct 1995
52.219-7	Notice of Partial Small Business Set-Aside (Jun 2003)--Alternate II	Mar 2004
52.219-8	Utilization of Small Business Concerns	Jan 2011
52.219-9	Small Business Subcontracting Plan	Jan 2011
52.219-9	Small Business Subcontracting Plan (Sep 2006)--Alternate I	Oct 2001
52.219-9	Small Business Subcontracting Plan (Sep 2006)--Alternate II	Oct 2001
52.219-14	Limitations on Subcontracting	Nov 2011
52.219-16	Liquidated Damages--Subcontracting Plan	Jan 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	Dec 2010
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside	Nov 2011
52.219-28	Post-Award Small Business Program Representation	Apr 2012
52.219-29	Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns	Apr 2012
52.219-30	Notice of Total Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program	Apr 2012
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-3	Convict Labor	Jun 2003
52.222-4	Contract Work Hours and Safety Standards Act--Overtime Compensation	Jul 2005
52.222-19	Child Labor--Cooperation with Authorities and Remedies	Mar 2012
52.222-20	Walsh-Healey Public Contracts Act	Oct 2010

52.222-21	Prohibition of Segregated Facilities	Feb1999
52.222-26	Equal Opportunity	Mar 2007
52.222-29	Notification of Visa Denial	Jun 2003
52.222-35	Equal Opportunity for Veterans	Sep 2010
52.222-36	Affirmative Action for Workers with Disabilities	Oct 2010
52.222-37	Employment Reports on Veterans	Sep 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-41	Service Contract Act of 1965, as Amended	Nov 2007
52.222-43	Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts)	Sep 2009
52.222-44	Fair Labor Standards Act and Service Contract Act--Price Adjustment	Sep 2009
52.222-50	Combating Trafficking in Persons	Aug 2007
52.222-50	Combating Trafficking in Persons (Aug 2007)--Alternate I	Aug 2007
52.222-54	Employment Eligibility Verification	Jan 2009
52.223-5	Pollution Prevention and Right-to-Know Information	May 2011
52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)--Alternate I	May 2011
52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)--Alternate II	May 2011
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	May 2011
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.	Dec 2007
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) – Alternate I	Dec 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	May 2008
52.223-18	Contractor Policy to Ban Text Messaging While Driving	Aug 2011
52.223-19	Compliance with Environmental Management Systems	May 2011
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-3	Buy American Act—Free Trade Agreements—Israeli Trade Act	May 2012
52.225-3	Buy American Act—Free Trade Agreements—Israeli Trade Act – Alt I	Jan 2004
52.225-3	Buy American Act—Free Trade Agreements—Israeli Trade Act – Alt II	Jan 2004
52.225-3	Buy American Act—Free Trade Agreements—Israeli Trade Act – Alt III	Mar 2012
52.225-5	Trade Agreements	May 2012
52.225-8	Duty-Free Entry	Oct 2010
52.225-13	Restrictions on Certain Foreign Purchases	Jun 2008
52.225-14	Inconsistency Between English Version and Translation of Contract	Feb 2000
52.227-1	Authorization and Consent	Dec 2007
52.227-1	Authorization and Consent (Jul 1995)--Alternate I	Dec 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Dec 2007
52.227-3	Patent Indemnity	Apr 1984
52.227-5	Waiver of Indemnity	Apr 1984
52.227-9	Refund of Royalties	Apr 1984
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Jun 2000
52.227-10	Filing of Patent Applications--Classified Subject Matter	Dec 2007
52.227-11	Patent Rights--Retention by the Contractor (Short Form)	Dec 2007
52.227-11	Patent Rights--Retention by the Contractor (Short Form) (Jun 1997)--Alternate I	Jun 1989
52.227-11	Patent Rights--Retention by the Contractor (Short Form) (Jun 1997)--Alternate II	Dec 2007
52.227-11	Patent Rights--Retention by the Contractor (Short Form) (Jun 1997)--Alternate III	Jun 1989
52.227-11	Patent Rights--Retention by the Contractor (Short Form) (Jun 1997)--Alternate IV	
52.227-11	Patent Rights--Retention by the Contractor (Short Form) (Jun 1997)--Alternate V	Dec 2007
52.227-13	Patent Rights--Acquisition by the Government	Dec 2007
52.227-13	Patent Rights--Acquisition by the Government (Dec 2007)--Alternate II	Dec 2007

52.227-14	Rights in Data -- General	Dec 2007
52.227-14	Rights in Data -- General (Dec 2007)--Alternate I	Dec 2007
52.227-14	Rights in Data -- General (Dec 2007)--Alternate II	Dec 2007
52.227-14	Rights in Data -- General (Dec 2007)--Alternate III	Dec 2007
52.227-14	Rights in Data -- General (Dec 2007)--Alternate IV	Dec 2007
52.227-14	Rights in Data -- General (Dec 2007)--Alternate V	Dec 2007
52.228-2	Additional Bond Security	Oct 1997
52.228-4	Worker's Compensation and War-Hazard Insurance Overseas	Apr 1984
52.228-5	Insurance--Work on a Government Installation	Oct 1997
52.228-7	Insurance--Liability to Third Persons	Mar 1996
52.228-11	Pledges of Assets	Jan 2012
52.228-14	Irrevocable Letter of Credit	Dec 1999
52.229-1	State and Local Taxes	Apr 1984
52.229-3	Federal, State, and Local Taxes	Apr 2003
52.229-4	Federal, State, and Local Taxes (State, and Local Adjustments)	Apr 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	Jun 2003
52.230-2	Cost Accounting Standards	May 2012
52.230-3	Disclosure and Consistency of Cost Accounting Practices	May 2012
52.230-4	Disclosures and Consistency of Cost Accounting Practices - Foreign Concerns	May 2012
52.230-5	Cost Accounting Standards--Educational Institution	May 2012
52.230-6	Administration of Cost Accounting Standards	Jun 2010
52.232-1	Payments	Apr 1984
52.232-2	Payments under Fixed-Price Research and Development Contracts	Apr 1984
52.232-3	Payments under Personal Services Contracts	Apr 1984
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	Feb 2007
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (Feb 2007)--Alternate I	Feb 2007
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (Dec 2002)--Alternate II	Feb 2002
52.232-8	Discounts for Prompt Payment	Feb 2002
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-16	Progress Payments	Apr 2012
52.232-16	Progress Payments (Apr 2003)--Alternate III	Apr 2003
52.232-17	Interest	Oct 2010
52.232-18	Availability of Funds	Apr 1984
52.232-20	Limitation of Cost	Apr 1984
52.232-22	Limitation of Funds	Apr 1984
52.232-23	Assignment of Claims	Jan 1986
52.232-23	Assignment of Claims (Jan 1986)--Alternate I	Apr 1984
52.232-24	Prohibition of Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2008
52.232-25	Prompt Payment (Oct 2003)--Alternate I	Feb 2002
52.232-30	Installment Payments for Commercial Items	Oct 1995
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	Oct 2003
52.232-34	Payment by Electronic Funds Transfer--Other than Central Contractor Registration	May 1999
52.232-36	Payment by Third Party	Feb 2010
52.232-37	Multiple Payment Arrangements	May 1999
52.233-1	Disputes	Jul 2002
52.233-1	Disputes (Jul 2002)--Alternate I	Dec 1991
52.233-3	Protest after Award	Aug 1996
52.233-3	Protest after Award (Aug 1996)--Alternate I	Jun 1985
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.237-9	Waiver of Limitation on Severance Payments to Foreign Nationals	Aug 2003
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-1	Notice of Intent to Disallow Costs	Apr 1984
52.242-2	Production Progress Reports	Apr 1991

52.242-3	Penalties for Unallowable Costs	May 2001
52.242-4	Certification of Final Indirect Costs	Jan 1997
52.242-13	Bankruptcy	Jul 1995
52.243-1	Changes--Fixed-Price	Aug 1987
52.243-1	Changes--Fixed-Price (Aug 1987)--Alternate I	Apr 1984
52.243-1	Changes--Fixed-Price (Aug 1987)--Alternate II	Apr 1984
52.243-1	Changes--Fixed-Price (Aug 1987)--Alternate III	Apr 1984
52.243-1	Changes--Fixed-Price (Aug 1987)--Alternate V	Apr 1984
52.243-2	Changes--Cost-Reimbursement	Aug 1987
52.243-2	Changes--Cost-Reimbursement (Aug 1987)--Alternate I	Apr 1984
52.243-2	Changes--Cost-Reimbursement (Aug 1987)--Alternate II	Apr 1984
52.243-2	Changes--Cost-Reimbursement (Aug 1987)--Alternate V	Apr 1984
52.243-3	Changes--Time-and-Materials or Labor-Hours	Sep 2000
52.243-6	Change Order Accounting	Apr 1984
52.244-2	Subcontracts	Oct 2010
52.244-2	Subcontracts(Jun 2007)—Alternate I	Jun 2007
52.244-5	Competition in Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Jan 2011
52.244-6	Subcontracts for Commercial Items (Jun 2010)—Alternate I	Jun 2010
52.245-1	Government Property	Apr 2012
52.245-1	Government Property (Jun 2007)—Alternate I	Aug 2010
52.245-1	Government Property (Jun 2007)—Alternate II	Jun 2007
52.245-2	Government Property Installation Operation Services	Apr 2012
52.245-9	Use and Charges	Apr 2012
52.246-23	Limitation of Liability	Feb 1997
52.246-24	Limitation of Liability--High-Value Items	Feb 1997
52.246-24	Limitation of Liability--High-Value Items (Feb 1997)--Alternate I	Apr 1984
52.246-25	Limitation of Liability--Services	Feb 1997
52.247-63	Preference for U.S.-Flag Air Carriers	Jun 2003
52.248-1	Value Engineering	Oct 2010
52.248-1	Value Engineering (Oct 2010)--Alternate I	Apr 1984
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	Apr 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Apr 2012
52.249-2	Termination for Convenience of the Government (Fixed-Price) (May 2004)--Alternate II	Sep 1996
52.249-3		
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	Apr 1984
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions)	Sep 1996
52.249-6	Termination (Cost-Reimbursement)	Sep 1996
52.249-6	Termination (Cost-Reimbursement) (Sep 1996)--Alternate II	May 2004
52.249-6	Termination (Cost-Reimbursement) (May 2004)--Alternate IV	Sep 1996
52.249-6	Termination (Cost-Reimbursement) (May 2004)--Alternate V	Sep 1996
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.249-9	Default (Fixed-Price Research and Development)	Apr 1984
52.249-12	Termination (Personal Services)	Apr 1984
52.249-14	Excusable Delays	Apr 1984
52.250-1	Indemnification Under Public Law 85-804	Apr 1984
52.250-1	Indemnification Under Public Law 85-804 (Apr 1984)--Alternate I	Apr 1984
52.250-5	Safety Act--Equitable Adjustment	Feb 2009
52.251-1	Government Supply Sources	Apr 2012
52.251-2	Interagency Fleet Management System Vehicles and Related Services	Jan 1991
52.253-1	Computer Generated Forms	Jan 1991

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES

REFERENCE	TITLE	DATE
252.201-7000	Contracting Officer's Representative	Dec 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	Sep 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Dec 2004
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Jan 2009
252.203-7003	Agency Office of the Inspector General	Apr 2012
252.204-7000	Disclosure of Information	Dec 1991
252.204-7002	Payment for Subline Items Not Separately Priced	Dec 1991
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7005	Oral Attestation of Security Responsibilities	Nov 2001
252.204-7006	Billing Instructions	Oct 2005
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	Dec 2006
252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus	Mar 2012
252.209-7009	Organizational Conflict Of Interest--Major Defense Acquisition Program	Dec 2010
252.211-7000	Acquisition Streamlining	Oct 2010
252.211-7005	Substitutions for Military or Federal Specifications and Standards	Nov 2005
252.211-7006	Passive Radio Frequency Identification	Sep 2011
252.211-7008	Use of Government-Assigned Serial Numbers	Sep 2010
252.212-7002	Pilot Program for Acquisition of Military-Purpose Non-developmental Items	Jun 2012
252.215-7000	Pricing Adjustments	Dec 1991
252.215-7002	Cost Estimating System Requirements	Feb 2012
252.215-7006	Use of Employees or Individual Subcontractors Who are Members of the Selected Reserve	Oct 2008
252.216-7005	Award Fee	Feb 2011
252.216-7003	Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government	Mar 2012
252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety Of Government Personnel	Sep 2011
252.217-7028	Over and Above Work	Dec 1991
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)	Jun 2012
252.219-7004	Small Business Subcontracting Plan (Test Program)	Jan 2011
252.222-7001	Right of First Refusal of Employment--Closure of Military Installations	Apr 1993
252.222-7002	Compliance with Local Labor Laws (Overseas)	Jun 1997
252.222-7005	Prohibition on Use of Nonimmigrant Aliens--Guam	Sep 1999
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	Dec 2010
252.223-7002	Safety Precautions for Ammunition and Explosives	May 1994
252.223-7003	Change in Place of Performance--Ammunition and Explosives	Dec 1991
252.223-7004	Drug-Free Work Force	Sep 1988
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	Apr 2012
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993)--Alternate I	Nov 1995
252.223-7008	Prohibition of Hexavalent Chromium	Jun 2012
252.225-7001	Buy American Act and Balance of Payments Program	Jun 2012
252.225-7001	Buy American Act and Balance of Payments Program (Dec 2010) - Alternate I	Dec 2010
252.225-7002	Qualifying Country Sources as Subcontractors	Jun 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada —Submission After Award	Oct 2010
252.225-7005	Identification of Expenditures in the United States	Jun 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	Oct 2010
252.225-7008	Restriction on Acquisition of Specialty Metals	Jul 2009
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Jun 2012
252.225-7011	Restriction on Acquisition of Supercomputers	Jun 2005

252.225-7012	Preference for Certain Domestic Commodities	Jun 2012
252.225-7013	Duty-Free Entry	Jun 2012
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools	Jun 2005
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	Jun 2011
252.225-7017	Photovoltaic Devices	Jun 2012
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain	Dec 2009
252.225-7021	Trade Agreements	Jun 2012
252.225-7021	Trade Agreements (Nov 2006)—Alternate I	Oct 2011
252.225-7021	Trade Agreements (Dec 2010)—Alternate II	Dec 2010
252.225-7024	Requirement for Products or Services from Iraq or Afghanistan	Apr 2010
252.225-7025	Restriction on Acquisition of Forgings	Dec 2009
252.225-7026	Acquisition Restricted to Products or Services from Iraq or Afghanistan	Apr 2010
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	Apr 2003
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	Dec 2006
252.225-7033	Waiver of United Kingdom Levies	Apr 2003
252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program	Jun 2012
252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (Oct 2006)--Alternate I	Jun 2012
252.225-7036	Buy American Act—Free Trade Agreements--Balance of Payments Program (Dec 2010) – Alternate II	Jun 2012
252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (Dec 2010) – Alternate III	Jun 2012
252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (Dec 2010) – Alternate IV	May 2012
252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (Dec 2010) – Alternate V	May 2012
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	Jun 2005
252.225-7039	Contractors Performing Private Security Functions	Jun 2012
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	Jun 2011
252.225-7041	Correspondence in English	Jun 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	Mar 2006
252.226-7000	Notice of Historically Black College or University and Minority Institution Set-Aside	Apr 1994
252.226-7001	Utilization of Indian Organizations, Indian-owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Sep 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	Feb 2012
252.227-7013	Rights in Technical Data--Noncommercial Items (Nov 1995)--Alternate I	Jun 1995
252.227-7013	Rights in Technical Data--Noncommercial Items (Nov 2009)--Alternate II	Mar 2011
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	Feb 2012
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995)--Alternate I	Jun 1995
252.227-7015	Technical Data--Commercial Items	Dec 2011
252.227-7015	Technical Data--Commercial Items – Alternate I	Dec 2011
252.227-7016	Rights in Bid or Proposal Information	Jan 2011
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program	Mar 2011
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program (Jan 2011)--Alternate I	Jun 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	Sep 2011
252.227-7020	Rights in Special Works	Jun 1995
252.227-7021	Rights in Data--Existing Works	Mar 1979
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	Mar 2011
252.227-7026	Deferred Delivery of Technical Data or Computer Software	Apr 1988
252.227-7027	Deferred Ordering of Technical Data or Computer Software	Apr 1988
252.227-7030	Technical Data--Withholding of Payment	Mar 2000

252.227-7032	Rights in Technical Data and Computer Software (Foreign)	Jun 1975
252.227-7037	Validation of Restrictive Markings on Technical Data	Jun 2012
252.227-7038	Patent Rights—Ownership by the Contractor (Large Business)	Jun 2012
252.227-7038	Patent Rights—Ownership by the Contractor (Large Business) --Alternate II (Dec 2007)	Dec 2007
252.227-7039	Patents--Reporting of Subject Inventions	Apr 1990
252.228-7000	Reimbursement for War-Hazard Losses	Dec 1991
252.228-7003	Capture and Detention	Dec 1991
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	Dec 1991
252.228-7006	Compliance with Spanish Laws and Insurance	Dec 1998
252.229-7000	Invoices Exclusive of Taxes or Duties	Jun 1997
252.229-7002	Customs Exemptions (Germany)	Jun 1997
252.229-7003	Tax Exemption (Italy)	Mar 2012
252.229-7005	Tax Exemptions (Spain)	Mar 2012
252.229-7006	Value Added Tax Exclusion (United Kingdom)	Dec 2011
252.229-7007	Verification of United States Receipt of Goods	Jun 1997
252.229-7008	Relief from Import Duty (United Kingdom)	Dec 2011
252.231-7000	Supplemental Cost Principles	Dec 1991
252.232-7002	Progress Payments for Foreign Military Sales Acquisitions	Dec 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	Jun 2012
252.232-7004	DoD Progress Payment Rates	Oct 2001
252.232-7005	Reimbursement of Subcontractor Advance Payments--DoD Pilot Mentor-Protege Program	Sep 2001
252.232-7008	Assignment of Claims (Overseas)	Jun 1997
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	Dec 2006
252.232-7010	Levies on Contract Payments	Dec 2006
252.232-7011	Payments in Support of Emergencies and Contingency Operations	Jul 2010
252.233-7001	Choice of Law (Overseas)	Jun 1997
252.234-7004	Cost and Software Data Reporting System	Nov 2010
252.234-7004	Cost and Software Data Reporting System (NOV 2010)-- Alternate I	Nov 2010
252.235-7000	Indemnification Under 10 U.S.C. 2354--Fixed Price	Dec 1991
252.235-7001	Indemnification Under 10 U.S.C. 2354--Cost Reimbursement	Dec 1991
252.235-7002	Animal Welfare	Dec 2011
252.235-7003	Frequency Authorization	Dec 1991
252.235-7003	Frequency Authorization (Dec 1991)--Alternate I	Dec 1991
252.235-7004	Protection of Human Subjects	July 2009
252.235-7011	Final Scientific or Technical Report	Nov 2004
252.237-7010	Prohibition On Interrogation Of Detainees By Contractor Personnel	Nov 2010
252.237-7022	Services at Installations Being Closed	May 1995
252.239-7002	Access	Dec 1991
252.239-7004	Orders for Facilities and Services	Nov 2005
252.239-7005	Rates, Charges, and Services	Nov 2005
252.239-7006	Tariff Information	Jul 1997
252.239-7007	Cancellation or Termination of Orders	Nov 2005
252.239-7008	Reuse Arrangements	Dec 1991
252.239-7011	Special Construction and Equipment Charges	Dec 1991
252.239-7012	Title to Telecommunication Facilities and Equipment	Dec 1991
252.239-7013	Obligation of the Government	Jul 2006
252.242-7004	Material Management and Accounting System	May 2011
252.242-7005	Contractor Business Systems	Feb 2012
252.242-7006	Accounting System Administration	Feb 2012
252.243-7001	Pricing of Contract Modifications	Dec 1991
252.243-7002	Requests for Equitable Adjustment	Mar 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	Jun 2012
252.244-7001	Contractor Purchasing System Administration	Jun 2012
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	Apr 2012
252.245-7001	Tagging, Labeling, And Marking Of Government-Furnished Property	Apr 2012
252.245-7002	Reporting Loss Of Government Property	Apr 2012

252.245-7003	Contractor Property Management System Administration	Apr 2012
252.246-7000	Material Inspection and Receiving Report	Mar 2008
252.246-7001	Warranty of Data	Dec 1991
252.246-7001	Warranty of Data (Dec 1991)--Alternate I	Dec 1991
252.246-7001	Warranty of Data (Dec 1991)--Alternate II	Dec 1991
252.247-7023	Transportation of Supplies by Sea	May 2002
252.247-7023	Transportation of Supplies by Sea (May 2000)--Alternate I	Mar 2000
252.247-7023	Transportation of Supplies by Sea (May 2000)--Alternate II	Mar 2000
252.247-7023	Transportation of Supplies by Sea (May 2000)--Alternate III	May 2002
252.247-7024	Notification of Transportation of Supplies by Sea	Mar 2000
252.247-7028	Application for U.S. Government Shipping Documentation/Instructions	Jun 2012
252.249-7002	Notification of Anticipated Contract Termination or Reduction	Oct 2010
252.251-7001	Use of Interagency Fleet Management System (IFMS) Vehicles and Related Services	Dec 1991

(End of clause)

PRESCRIPTION: (a) The contracting officer shall insert the clause at 52.252-2, Clauses Incorporated by Reference, in solicitations and contracts to incorporate by clauses by reference. Delete any of the above clauses that do not apply. As prescribed in FAR 52.102-1, some clauses can be inserted in solicitations and contracts by reference. See the Section I Matrix and FAR 52.301 for various types of contracts to which clauses can be incorporated by reference and the section of the solicitation or contract to which these clauses should be incorporated.

(b) This Section I does not contain clauses and alternates prescribed in FAR Part 41 for the "Acquisition of Utility Services" and DFARS Part 241 for the "Acquisition of Utility Services", in FAR Subpart 47.2 "Contracts for Transportation or for Transportation-Related Services", in DFARS 217.71 for "Master Agreements for Repair and Alternation of Vessels", in DFARS 217.72 for "Bakery and Dairy Products", in DFARS 237.70 for "Mortuary Services" , in FAR Part 36 for "Construction and Architect-Engineer Contracts" and DFARS Part 236 for "Construction and Architect-Engineering Contracts" including "Dismantling, Demolition, or Removal of Improvements", in DFARS 237.270 "Acquisition of Audit Services", in DFARS 237.71 for "Laundry and Dry Cleaning Services", in DFARS 247.270 "Stevedoring contracts", and DFARS 247.271 "Contracts for the preparation of personal property for shipment and storage", and in FAR Part 13 and DFARS Part 213 for "Simplified Acquisition Procedures."

REFERENCE: FAR 52.102-1
FAR 52.301
FAR 52.107(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.203-14 – Display of Hotline Poster(s) (Dec 2007)

(a) *Definition*.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display *of fraud hotline poster(s)*. Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from:

DoD Inspector General, ATTN: Defense Hotline,
400 Army Navy Drive, Arlington, VA 22202-4704

Contracting Officer shall insert…

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed $5,000,000, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

PRESCRIPTION:

Note: For DoD, use DFARS 252.203-7004 Display of Fraud Hotline Poster(s)

Unless the contract is for the acquisition of a commercial item under Part 12 or will be performed entirely outside the United States— Insert if the contract exceeds $5,000,000 or a lesser amount established by the agency; and the agency has a fraud hotline poster; or the contract is funded with disaster assistance funds.

Conracting officer fill-in:
In paragraph (b)(3) of the clause (i) Identify the applicable posters; and (ii) Insert the website link(s) or other contact information for obtaining the agency and/or Department of Homeland Security poster.
In paragraph (d) of the clause, if the agency has established policies and procedures for display of the OIG fraud hotline poster at a lesser amount, the contracting officer shall replace "$5,000,000" with the lesser amount that the agency has established.

REFERENCE: FAR 3.1004(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)--ALTERNATE I (OCT 2003)

As prescribed in 4.1104, substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b)(1) The Contractor shall be registered in the CCR database by _____ [*Contracting Officer shall insert a date no later than December 31, 2003*]. The Contractor shall maintain registration during performance and through final payment of this contract.
(2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/Modification of Contract, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

(End of Alternate I)

PRESCRIPTION: If modifying a contract or an agreement to require central contractor registration, use the basic clause with its Alternate I.

REFERENCE: FAR 4.1104

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)

(a) *Definition*: "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.
(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) _____
(Address) _____

(c) If an offeror, manufacturer, source, product or service covered by qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____
Manufacturer's Name _____
Source's Name _____
Item Name _____
Service Identification _____
Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.
(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.
(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts when acquisition is subject to qualification requirement (i.e., a Government requirement for testing or quality assurance demonstration that must be completed before contract award is made.

REFERENCE: FAR 9.206-2

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

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

(a) The Contractor shall test ____ [*Contracting officer shall insert number of units*] unit(s) of Lot/Item ____ [*Contracting officer shall insert contract line item number*] as specified in this contract. At least _____ [*Contracting officer shall insert number of days*] calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within _____ [*Contracting officer shall insert number of days*] calendar days from the date of this contract to _____ [*Contracting officer shall insert address of Government activity to receive the report*] marked "FIRST ARTICLE TEST REPORT: Contract No. _____ , Lot/Item No. _____ [*Contracting officer shall insert contract number and contract line item number*]." Within ____ [*Contracting officer shall insert number of days*] calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

PRESCRIPTION: Insert in fixed-price and cost reimbursement solicitations and contracts and it is intended that the contract require (1) first article testing, and (2) that the contractor be required to conduct the first article testing.

NOTE: Language of clause is flexible in cost reimbursement contracts.

REFERENCE: FAR 9.308-1(a)(1) and (b)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)--ALTERNATE I (JAN 1997)

As prescribed in 9.308-1(a)(2) and (b)(2), add the following paragraph (i) to the basic clause:

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Alternate I)

PRESCRIPTION: Use with basic clause when contractor is required to produce both the first article and production quantity in same facility.

REFERENCE: FAR 9.308-1(a)(2) and (b)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)--ALTERNATE II (SEP 1989)

As prescribed in 9.308-1(a)(3) and (b)(3), substitute the following paragraph (g) for paragraph (g) of the basic clause:

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(End of Alternate II)

PRESCRIPTION: Use with basic clause when contractor is authorized to purchase material or to commence production before first article approval.

REFERENCE: FAR 9.308-1(a)(3) and (b)(3)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

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

(a) The Contractor shall deliver _____ [*Contracting officer shall insert number of units*] units(s) of Lot/Item _____ [*Contracting officer shall insert contract line item number*] within _____ [*Contracting officer shall insert number of days*] calendar days from the date of this contract to the government at _____ [*Contracting officer shall insert name and address of testing facility*] for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within _____ [*Contracting officer shall insert number of calendar days*] calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

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

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the government.

(i) The government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the government. The Offeror/Contractor may request a waiver.

(End of clause)

PRESCRIPTION: Insert in fixed-price and cost reimbursement solicitations and contracts and it is intended that the contract require first article approval and that the Government will be responsible for conducting the first article test.

NOTE: Language of clause is flexible in cost reimbursement contracts.

REFERENCE: FAR 9.308-2(a)(1) and (b)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)--ALTERNATE I (JAN 1997)

As prescribed in 9.308-2(a)(2) and (b)(2), add the following paragraph (j) to the basic clause:

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Alternate I)

PRESCRIPTION: Use with basic clause when contractor is required to produce both the first article and production quantities in same facility.

REFERENCE: FAR 9.308-2(a)(2) and (b)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)--ALTERNATE II (SEP 1989)

As prescribed in 9.308-2(a)(3) and (b)(3), substitute the following paragraph (h) for paragraph (h) of the basic clause:

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize with Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(End of Alternate II)

PRESCRIPTION: Use with basic clause when contractor is authorized to purchase material or to commence production before first article approval.

REFERENCE: FAR 9.302-8(a)(3) and (b)(3)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
(1) ASSIST (http://assist.daps.dla.mil/;
(2) Quick Search (http://assist.daps.dla.mil/quicksearch/)
(3) ASSISTdocs.com (http://assistdocs.com).
(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—
(1) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);
(2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Clause)

PRESCRIPTION: The contracting officer shall insert the provision at 52.211-2, Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST), in solicitations that cite specifications listed in the ASSIST that are not furnished with the solicitation

REFERENCE: FAR 11.204(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

(DoD components, see SPS Deviation below)

52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (MAY 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

___ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (11) [Reserved]

___ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

___ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

___ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

___ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

___ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

___ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

___ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

___ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

___ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Mar 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138 and Pub. L. 112-41).

___ (ii) Alternate I (Mar 2012) of 52.225-3.

___ (iii) Alternate II (Mar 2012) of 52.225-3.

___ (iv) Alternate III (Mar 2012) of 52.225-3.

___ (41) 52.225-5, Trade Agreements (Mar 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate*.]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq*.)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq*.)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (OCT 2010) ALTERNATE I (FEB 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (OCT 2010) ALTERNATE II (OCT 2010). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203–13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110–252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219–8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222–26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222–35, Equal Opportunity Veterans (Sept 2010) (38 U.S.C. 4212).

(F) 52.222–36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(G) 52.222–41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(H) 52.222–50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(I) 52.222–51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(J) 52.222–53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(K) 52.222–54, Employment Eligibility Verification (Jan 2009).

(L) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110–247). Flow down required in accordance with paragraph (e) of FAR clause 52.226–6.

(M) 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247–64.

[Class Deviation- 2009-O0005, Commercial Item Omnibus Clauses for Acquisitions Using the Standard Procurement System. This clause deviation is effective on May 1, 2009, and remains in effect until April 30, 2014, or until otherwise rescinded.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2012) (DEVIATION)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(iii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities

(ix) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seq.)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (NOV 2012) ***ALTERNATE I (FEB 2000) (DEVIATION).*** As prescribed in 12.301(b)(4), delete paragraph (a) from the basic clause, redesignate paragraph (b)(1) as paragraph (a), and redesignate paragraphs (b)(1)(i) through (b)(1)(xiv) as paragraphs (a)(1) through (a)(14) and redesignate paragraph (b)(2) as paragraph (b).

52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (NOV 2012) ***ALTERNATE II (DEC 2010) (DEVIATION).*** As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (a)(1) and (b)(1) for paragraphs (a)(1) and (b)(1) of the basic clause as follows:

(a)

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(b)

(1) Notwithstanding the requirement of any other clause in this contract, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (a) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (a)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (b)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter1 (41 U.S.C. 251 note)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(F) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, of Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(L) 52.222-54, Employment Eligibility Verification (Jan 2009).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(End of Clause)

PRESCRIPTION: The contracting officer may use this clause in simplified acquisitions exceeding the micro-purchase thresholds that are for other than commercial items (see 12.301).The clause is a compilation of the most commonly used clauses that apply to simplified acquisitions; and may be modified to fit the individual acquisition to add other needed

clauses, or those clauses may be added separately. Modifications (*i.e.*, additions, deletions, or substitutions) must not create a void or internal contradiction in the clause. For example, do not add an inspection and acceptance or termination for convenience requirement unless the existing requirement is deleted. Also, do not delete a paragraph without providing for an appropriate substitute.

REFERENCE: FAR 13.302-5(d)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 2010)

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

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable --

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

(ii) *Information on modifications of contracts or subcontracts for commercial items.*

(A) If --

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

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

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

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

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or

regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

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

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

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

(End of Clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 2010) ***ALTERNATE I (OCT 2010).*** As prescribed in 15.408(m) and 15.403-5(b)(1), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause.

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

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 2010) ***ALTERNATE II (OCT 1997).*** As prescribed in 15.408(m), add the following paragraph (c) to the basic clause:

(c) When the proposal is submitted, also submit one copy each to:

(1) the Administrative Contracting Officer, and
(2) the Contract Auditor.

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 2010) *Alternate III (Oct 1997).* As prescribed in 15.408(m), add the following paragraph (c) to the basic clause (if Alternate II is also used, redesignate the following paragraph as paragraph (d)):

(c) Submit the cost portion of the proposal via the following electronic media: *[Insert media format]*

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 2010) ***ALTERNATE IV (OCT 2010).*** As prescribed in 15.408(m), replace the text of the basic clause with the following:

(a) Submission of certified cost or pricing data is not required.

(b) Provide information described below: *[Insert description of the data and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.]*

(End of clause)

PRESCRIPTION: Considering the hierarchy at 15.402, insert in solicitations and contracts if it is reasonably certain that cost or pricing data or data other than certified cost or pricing data will be required for modifications. This clause also provides instructions to contractors on how to request an exception from the requirement to submit certified cost or pricing data. The contracting officer shall -- (1) Use the clause with its Alternate I to specify a format for certified cost or pricing data other than the format required by Table 15-2 of this section; (2) Use the clause with its Alternate II if copies of the proposal are to be sent to the ACO and contract auditor; (3) Use the clause with its Alternate III if submission via electronic media is required; and (4) Replace the basic clause with its Alternate IV if certified cost or pricing data are not expected to be required because an exception may apply, but data other than certified cost or pricing data is required as described in 15.403-3.

REFERENCE: FAR 15.408(m)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-2 ECONOMIC PRICE ADJUSTMENT--STANDARD SUPPLIES (JAN 1997)

(a) The Contractor warrants that the unit price stated in the Schedule for _____ [*offeror insert Schedule line item number*] is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:
(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.
(2) The increased contract unit price shall be effective (i) on the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter or (ii) if the written request is received later, on the date the Contracting Officer receives the request.
(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.
(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.
(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

(End of clause)

PRESCRIPTION: Insert in negotiated solicitations and contracts when all of the following conditions apply: (1) a fixed price contract is contemplated, (2) the requirement is for standard supplies that have an established catalog or market price, and (3) the contracting officer has made the determination specified at FAR 16.203-3.

REFERENCE: FAR 16.203-4(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-3 ECONOMIC PRICE ADJUSTMENT--SEMISTANDARD SUPPLIES (JAN 1997)

(a) The Contractor warrants that the supplies identified as line items _____ [*offeror insert Schedule line item number*] in the Schedule are, except for modifications required by the contract specifications, supplies for which it has an established price. The term "established price" means a price that (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) is the net price applying any standard trade discounts offered by the Contractor. The Contractor further warrants that, as of the date of this contract, any difference between the unit prices stated in the contract for these line items and the Contractor's established prices for like quantities of the nearest commercial equivalents are due to compliance with contract specifications and with any contract requirements for preservation, packaging, and packing beyond standard commercial practice.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price (exclusive of any part of the unit price that reflects modifications resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price (exclusive of any part of the unit price resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:
(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.
(2) The increased contract unit price shall be effective (i) on the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter or (ii) if the written request is received later, on the date the Contracting Officer receives the request.
(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.
(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.
(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) above, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

(End of clause)

PRESCRIPTION: Insert in negotiated solicitations and contracts when all of the following conditions apply: (1) a fixed price contract is contemplated, (2) requirement is for semi-standard supplies and prices can reasonably be related to the prices of nearly equivalent standard supplies that have an established catalog or market price, and (3) the contracting officer has made the determination specified at FAR 16.203-3.

REFERENCE: FAR 16.203-4(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-4 ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL (JAN 1997)

(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the rate of pay for labor (including fringe benefits) or the unit prices for material shown in the Schedule either increase or decrease. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in the labor rates (including fringe benefits) and unit prices of material shown in the Schedule results in an adjustment allowable under subparagraph (c)(3) of this clause. The Contracting Officer shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:
(1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in the Schedule. There shall be no adjustment for--
(i) Supplies or services for which the production cost is not affected by such changes;
(ii) Changes in rates or unit prices other than those shown in the Schedule; or
(iii) Changes in the quantities of labor or material used from those shown in the Schedule for each item.
(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.
(3) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) of this clause.
(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

(End of clause)

PRESCRIPTION: Insert in negotiated solicitations and contracts when all of the following conditions apply: (1) a fixed price contract is contemplated, (2) there is no major element of design engineering or development involved, (3) one or more identifiable labor or material cost factors are subject to change, and (4) the contracting officer has made the determination specified at FAR 16.203-3. The clause may be modified by increasing the 10-percent limit on aggregate increases specified in subparagraph (c)(4), upon approval by the chief of the contracting office.

REFERENCE: FAR 16.203-4(c)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-5 PRICE REDETERMINATION--PROSPECTIVE (OCT 1997)

(a) *General*. The unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this clause, except that (1) the prices for supplies delivered and services performed before the first effective date of price redetermination (see paragraph (c) below) shall remain fixed and (2) in no event shall the total amount paid under this contract exceed any ceiling price included in the contract.

(b) *Definition*. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) *Price redetermination periods*. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the date of the contract to _____ , [*see Note (1) for contracting officer's insertion instructions*] and the second and each succeeding period shall extend for [*insert appropriate number*] months from the end of the last preceding period, except that the parties may agree to vary the length of the final period. The first day of the second and each succeeding period shall be the effective date of price redetermination for that period.

(d) *Data submission*. (1) Not more than nor less than [*see Note (2) for contracting officer's insertion instructions*] days before the end of each redetermination period, except the last, the Contractor shall submit--
(i) Proposed prices for supplies that may be delivered or services that may be performed in the next succeeding period, and--
(A) An estimate and breakdown of the costs of these supplies or services [in the format of Table 15-2, FAR 15.408], or in any other form on which the parties may agree;
(B) Sufficient data to support the accuracy and reliability of this estimate; and
(C) An explanation of the differences between this estimate and the original (or last preceding) estimate for the same supplies or services; and
(ii) A statement of all costs incurred in performing this contract through the end of the month [*see Note (3) for contracting officer's insertion instructions*] before the submission of proposed prices, [in the format of Table 15-2, FAR 15.408], (or in any other form on which the parties may agree), with sufficient supporting data to disclose unit costs and cost trends for--
(A) Supplies delivered and services performed; and
(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).
(2) The Contractor shall also submit, to the extent that it becomes available before negotiations on redetermined prices are concluded--
(i) Supplemental statements of costs incurred after the date stated in subdivision (d)(1)(ii) above for--
(A) Supplies delivered and services performed; and
(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary); and
(ii) Any other relevant data that the Contracting Officer may reasonably require.
(3) If the Contractor fails to submit the data required by subparagraphs (1) and (2) above, within the time specified, the Contracting Officer may suspend payments under this contract until the data are furnished. If it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(e) *Price redetermination*. Upon the Contracting Officer's receipt of the data required by paragraph (d) above, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies that may be delivered or services that may be performed in the period following the effective date of price redetermination.

(f) *Contract modifications*. Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, stating the redetermined prices that apply during the redetermination period.

(g) *Adjusting billing prices*. Pending execution of the contract modification (see paragraph (f) above), the Contractor shall submit invoices or vouchers in accordance with the billing prices stated in this contract. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the Contractor submits data showing that the redetermined price will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this clause. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed-upon prices, and any requested additional payments, refunds, or credits shall be made promptly.

(h) *Quarterly limitation on payments statement*. This paragraph (h) applies only during periods for which firm prices have not been established.
(1) Within 45 days after the end of the quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--
(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;
(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;
(iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (h)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established; and
(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).
(2) The statement required by subparagraph (1) of this section need not be submitted for any quarter for which either no costs are to be reported under subdivision (1)(ii) above, or revised billing prices have been established in accordance with paragraph (g) above, and do not exceed the existing contract price, the Contractor's price-redetermination proposal, or a price based on the most recent quarterly statement, whichever is least.
(3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) above exceeds the sum due the Contractor, as computed in accordance with subdivisions (1)(i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits affected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account, consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.
(4) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(i) *Subcontracts*. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(j) *Disagreements*. If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (d) above are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (f), (g), and (h) above, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as provided in this clause.

(k) *Termination*. If this contract is terminated, prices shall continue to be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(End of clause)

NOTES:
(1) Express in terms of units delivered, or as a date; but in either case the period should end on the last day of a month.
(2) Insert the numbers of days chosen so that the Contractor's submission will be late enough to reflect recent cost experience (taking into account the Contractor's accounting system), but early enough to permit review, audit (if necessary), and negotiation before the start of the prospective period.
(3) Insert "first," except that "second" may be inserted if necessary to achieve compatibility with the Contractor's accounting system.

PRESCRIPTION: Insert in solicitations and contracts when a fixed price contract is contemplated and the conditions specified in FAR 16.205-2 and 16.205-3(a) through (d) apply.

REFERENCE: FAR 16.205-4

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-6 PRICE REDETERMINATION--RETROACTIVE (OCT 1997)

(a) *General*. The unit price and the total price stated in this contract shall be redetermined in accordance with this clause, but in no event shall the total amount paid under this contract exceed insert dollar amount of ceiling price.

(b) *Definition*. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) *Data submission*. (1) Within [*Contracting Officer insert number of days*] days after delivery of all supplies to be delivered and completion of all services to be performed under this contract, the Contractor shall submit--
(i) Proposed prices;
(ii) A statement in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree, of all costs incurred in performing this contract; and
(iii) Any other relevant data that the Contracting Officer may reasonably require.
(2) If the Contractor fails to submit the data required by subparagraph (1) above within the time specified, the Contracting Officer may suspend payments under this contract until the data are furnished. If it is later determined that the Government has overpaid the Contractor, the excess shall be repaid to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) *Price determination*. Upon the Contracting Officer's receipt of the data required by paragraph (c) above, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies delivered and services performed by the Contractor under this contract.

(e) *Contract modification*. The negotiated redetermination of price shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer.

(f) *Adjusting billing prices*. Pending execution of the contract modification (see paragraph (e) above), the Contractor shall submit invoices or vouchers in accordance with billing prices stated in this contract. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the Contractor submits data showing that the redetermined prices will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this clause. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed-upon prices, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) *Quarterly limitation on payments statement*. This paragraph (g) shall apply until final price redetermination under this contract has been completed.
(1) Within 45 days after the end of the quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor), a statement, cumulative from the beginning of the contract, showing--
(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;
(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;
(iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established; and
(iv) The total amount of all invoices or vouchers for supplies; delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).
(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) above exceeds the sum due the Contractor, as computed in accordance with subdivisions (i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account, consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reduction in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) *Subcontracts*. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) *Disagreements*. If the Contractor and the Contracting Officer fail to agree upon redetermined prices within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (c) of this section are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (e), (f), and (g) of this section, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification.

(j) *Termination*. If this contract is terminated before price redetermination, prices shall be established in accordance with this clause for completed supplies and services not terminated. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts when a fixed price contract is contemplated and the conditions specified in FAR 16.205-2 and 16.205-3(a) through (d) apply. A fixed-ceiling-price contract with retroactive price redetermination is appropriate for research and development contracts estimated at $100,000 or less.

NOTE: Requires written HCA approval to use.

REFERENCE: FAR 16.206-4

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-10 INCENTIVE FEE (MAR 1997)

(a) *General*. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee*. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.
(1) "Target cost" as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.
(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) *Withholding of payment*. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or $100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) *Equitable adjustments*. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) *Fee payable*. (1) The fee payable under this contract shall be the target fee increased by _____ [*Contracting Officer insert Contractor's participation*] cents for every dollar that the total allowable cost is less than the target cost or decreased by _____ [*Contracting Officer insert Contractor's participation*] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than _____ [*Contracting Officer insert percentage*] percent or less than _____ [*Contracting Officer insert percentage*] percent of the target cost.
(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.
(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.
(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--
(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;
(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;
(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;
(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance--Liability to Third Persons clause;
(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or
(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.
(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification*. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies*. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts when a cost-plus-incentive-fee contracts (other than a facilities contract) is contemplated.

REFERENCE: FAR16.307(d)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-11 COST CONTRACT--NO FEE (APR 1984)

(a) The Government shall not pay the Contractor a fee for performing this contract.

(b) After payment of 80 percent of the total estimated cost shown in the Schedule, the Contracting Officer may withhold further payment of allowable cost until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed one percent of the total estimated cost shown in the Schedule or $100,000 [*The contracting officer may modify the clause by substituting $10,000 in lieu of $100,000 as the maximum reserve in paragraph (b), if the Contractor is a nonprofit organization*], whichever is less.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts when a cost-reimbursement contract is contemplated that provides no fee and is not a cost-sharing contract.

REFERENCE: FAR 16.307(e)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-11 COST CONTRACT--NO FEE (APR 1984)--ALTERNATE I (APR 1984)

In a contract for research and development with an educational institution or a nonprofit organization, for which the Contracting Officer has determined that withholding of a portion of allowable costs is not required, delete paragraph (b) of the basic clause.

(End of Alternate I)

PRESCRIPTION: Use with basic clause, If research and development with educational institution or non-profit organization and contracting officer determines that withholding a portion of allowable costs is <u>not</u> required.

REFERENCE: FAR 16.307(e)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-16 INCENTIVE PRICE REVISION--FIRM TARGET (OCT 1997)

(a) *General*. The supplies or services identified in the Schedule as Items _____ [*Contracting Officer insert Schedule line item numbers*] are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of _____ dollars ($_____). Any supplies or services that are to be (1) ordered separately under, or otherwise added to, this contract and (2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) *Definition*. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) *Data submission*. (1) Within _____ [*Contracting Officer insert number of days*] days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) above, the Contractor shall submit [in the format of Table 15-2, FAR 15.408],or in any other form on which the parties agree--
(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;
(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;
(iii) A list of all residual inventory and an estimate of its value; and
(iv) Any other relevant data that the Contracting Officer may reasonably require.
(2) If the Contractor fails to submit the data required by subparagraph (1) above within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) *Price revision*. Upon the Contracting Officer's receipt of the data required by paragraph (c) above, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) above by applying to final negotiated cost an adjustment for profit or loss, as follows:
(1) On the basis of the information required by paragraph (c) above, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.
(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:
(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.
(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less _____ [*Contracting Officer insert percent*] percent of the amount by which the total final negotiated cost exceeds the total target cost.
(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus ____ [*Contracting Officer insert percent*] percent of the amount by which the total final negotiated cost is less than the total target cost.

(e) *Contract modification*. The total final price of the items specified in paragraph (a) above shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that--
(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and
(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) *Adjusting billing prices*. (1) Pending execution of the contract modification (see paragraph (e) above), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.
(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) below that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.
(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) above. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) *Quarterly limitation on payments statement*. This paragraph (g) shall apply until final price revision under this contract has been completed.
(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--
(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;
(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;
(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established--increased or decreased in accordance with subparagraph (d)(2) above, when the amount stated under subdivision (ii), immediately above, differs from the aggregate target costs of the supplies or services; and
(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).
(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) above exceeds the sum due the Contractor, as computed in accordance with subdivisions (1)(i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.
(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) *Subcontracts*. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) *Disagreements*. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) above are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) *Termination*. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for (1)completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) *Equitable adjustment under other clauses*. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) *Exclusion from target price and total final price*. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) *Separate reimbursement*. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) *Taxes*. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term “contract price” includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as

a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts when a fixed price incentive (firm target) contract is contemplated.

REFERENCE: FAR 16.406(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-16 INCENTIVE PRICE REVISION--FIRM TARGET (OCT 1997)--ALTERNATE I (APR 1984)

As prescribed in 16.406(a), add the following paragraph (o) to the basic clause:

(o) Provisioning and options. Parts, other supplies, or services that are to be furnished under this contract on the basis of a provisioning document or Government option shall be subject to price revision in accordance with this clause. Any prices established for these parts, other supplies, or services under a provisioning document or Government option shall be treated as target prices. Target cost and profit covering these parts, other supplies, or services may be established separately, in the aggregate, or in any combination, as the parties may agree.

(End of Alternate I)

PRESCRIPTION: Use with basic clause if the contract calls for supplies or services to be ordered under a provisioning document or Government option and the prices are subject to incentive price revision under the clause.

REFERENCE: FAR 16.406(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-17 INCENTIVE PRICE REVISION--SUCCESSIVE TARGETS (OCT 1997)

(a) *General*. The supplies or services identified in the Schedule as Items _____ [*Contracting Officer insert line item numbers*] are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of _____ dollars ($ _____). The prices of these items shown in the Schedule are the initial target prices, which include an initial target profit of _____ [*Contracting Officer insert percent*] percent of the initial target cost. Any supplies or services that are to be--
(1) Ordered separately under, or otherwise added to, this contract; and
(2) Subject to price revision in accordance with this clause shall be identified as such in a modification to this contract.

(b) *Definition*. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) *Submitting data for establishing the firm fixed price or a final profit adjustment formula*. (1) Within _____ [*Contracting Officer insert number of days*] days after the end of the month in which the Contractor has completed _____ (*see Note 1*), the Contractor shall submit the following data:
(i) A proposed firm fixed price or total firm target price for supplies delivered and to be delivered and services performed and to be performed.
(ii) A detailed statement of all costs incurred in the performance of this contract through the end of the month specified above, in the format of Table 15-2, FAR 15.408 (or in any other form on which the parties may agree), with sufficient supporting data to disclose unit costs and cost trends for--
(A) Supplies delivered and services performed; and
(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).
(iii) An estimate of costs of all supplies delivered and to be delivered and all services performed and to be performed under this contract, using the statement of costs incurred plus an estimate of costs to complete performance, in the format of Table 15-2, FAR 15.408 (or in any other form on which the parties may agree), together with--
(A) Sufficient data to support the accuracy and reliability of the estimate; and
(B) An explanation of the differences between this estimate and the original estimate used to establish the initial target prices.
(2) The Contractor shall also submit, to the extent that it becomes available before negotiations establishing the total firm price are concluded--
(i) Supplemental statements of costs incurred after the end of the month specified in subparagraph (1) of this section for--
(A) Supplies delivered and services performed; and
(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary); and
(ii) Any other relevant data that the Contracting Officer may reasonably require.
(3) If the Contractor fails to submit the data required by subparagraphs (c)(1) and (2) of this section within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) *Establishing firm fixed price or final profit adjustment formula*. Upon the Contracting Officer's receipt of the data required by paragraph (c) of this section, the Contracting Officer and the Contractor shall promptly establish either a firm fixed price or a profit adjustment formula for determining final profit, as follows:
(1) The parties shall negotiate a total firm target cost, based upon the data submitted under paragraph (c) of this section.
(2) If the total firm target cost is more than the total initial target cost, the total initial target profit shall be decreased. If the total firm target cost is less than the total initial target cost, the total initial target profit shall be increased. The initial target profit shall be increased or decreased by _____ percent *(see Note 2)* of the difference between the total initial target cost and the total firm target cost. The resulting amount shall be the total firm target profit; provided, that in no event shall the total firm target profit be less than _____ percent or more than _____ percent [*Contracting Officer insert percents*] of the total initial cost.
(3) If the total firm target cost plus the total firm target profit represent a reasonable price for performing that part of the contract subject to price revision under this clause, the parties may agree on a firm fixed price, which shall be evidenced by a contract modification signed by the Contractor and the Contracting Officer.
(4) Failure of the parties to agree to a firm fixed price shall not constitute a dispute under the Disputes clause. If agreement is not reached, or if establishment of a firm fixed price is inappropriate, the Contractor and the Contracting Officer shall establish a profit adjustment formula under which the total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, determined as follows:
(i) If the total final negotiated cost is equal to the total firm target cost, the adjustment is the total firm target profit.
(ii) If the total final negotiated cost is greater than the total firm target cost, the adjustment is the total firm target profit, less _____ percent of the amount by which the total final negotiated cost exceeds the total firm target cost.

(iii) If the total final negotiated cost is less than the total firm target cost, the adjustment is the total firm target profit, plus _____ percent of the amount by which the total final negotiated cost is less than the total firm target cost.
(iv) The total firm target cost, total firm target profit, and the profit adjustment formula for determining final profit shall be evidenced by a modification to this contract signed by the Contractor and the Contracting Officer.

(e) *Submitting data for final price revision*. Unless a firm fixed price has been established in accordance with paragraph (d) of this section within _____ [*Contracting Officer insert number of days*] days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this section, the Contractor shall submit in the format of Table 15-2, FAR 15.408 (or in any other form on which the parties agree)--
(1) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;
(2) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;
(3) A list of all residual inventory and an estimate of its value; and
(4) Any other relevant data that the Contracting Officer may reasonably require.

(f) *Final price revision*. Unless a firm fixed price has been agreed to in accordance with paragraph (d) of this section, the Contractor and the Contracting Officer shall, promptly after submission of the data required by paragraph (e) of this section, establish the total final price, as follows:
(1) On the basis of the information required by paragraph (e) of this section, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for the supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.
(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for final profit or loss determined as agreed upon under subparagraph (d)(4) of this section.

(g) *Contract modification*. The total final price of the items specified in paragraph (a) of this section shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that--
(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of these elements; and
(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(h) *Adjustment of billing prices*. (1) Pending execution of the contract modification (see paragraph (e) of this section), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the initial target prices shown in this contract until firm target prices are established under paragraph (d) of this section. When established, the firm target prices shall be used as the billing prices.
(2) If at any time it appears from information provided by the contractor under subparagraph (i)(1) of this section that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that the final cost under this contract will be substantially greater than the target cost.
(3) Any adjustment of billing prices shall be reflected in a contract modification and shall not affect the determination of any price under paragraph (d) or (f) of this section. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(i) *Quarterly limitation on payments statement*. This paragraph (i) shall apply until a firm fixed price or a total final price is established under subparagraph (d)(3) or (f)(2).
(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--
(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;
(ii) The total cost (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;
(iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (i)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established-- increased or decreased in accordance with subparagraph (d)(4) of this

section when the amount stated under subdivision (ii) of this section, differs from the aggregate firm target costs of the supplies or services; and
(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).
(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (i)(1)(iv) of this section exceeds the sum due the Contractor, as computed in accordance with subdivisions (i)(1)(i), (ii), and (iii) of this section, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.
(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(j) *Subcontracts*. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(k) *Disagreements*. If the Contractor and the Contracting Officer fail to agree upon (1) a total firm target cost and a final profit adjustment formula or (2) a total final price, within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required in paragraphs (c) and (e) of this section are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(l) *Termination*. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies or services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(m) *Equitable adjustments under other clauses*. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(n) *Exclusion from target price and total final price*. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(o) *Separate reimbursement*. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(p) *Taxes*. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price"' includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts when a fixed price incentive (successive targets) contract is contemplated.

NOTES:
(1) The degree of completion may be based on a percentage of contract performance or any other reasonable basis.
(2) The language may be changed to describe a negotiated adjustment pattern under which the extent of adjustment is not the same for all levels of cost variation.

REFERENCE: FAR 16.406(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-17 INCENTIVE PRICE REVISION--SUCCESSIVE TARGETS (OCT 1997)--ALTERNATE I (APR 1984)

As prescribed in 16.406(b), add the following paragraph (q) to the basic clause:

(q) Provisioning and options. Parts, other supplies, or services that are to be furnished under this contract on the basis of a provisioning document or Government option shall be subject to price revision in accordance with this clause. Any prices established for these parts, other supplies, or services under a provisioning document or Government option shall be treated as initial target prices, or target prices as agreed upon and stipulated in the pricing document supporting the provisioning or added items. Initial or firm target costs and profits and final prices covering these parts, other supplies, or services may be established separately, in the aggregate, or in any combination, as the parties may agree.

(End of Alternate I)

PRESCRIPTION: Use with basic clause if the contract calls for supplies or services to be ordered under a provisioning document or Government option and the prices are subject to incentive price revision under the clause.

REFERENCE: FAR 16.406(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from _____ through _____ [*Contracting officer shall insert dates*].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

PRESCRIPTION: Insert, in lieu of the clause at 52.216-18, Ordering, in solicitations and contracts when a definite-quantity contract, a requirements contract, or an indefinite-quantity contract is contemplated.

REFERENCE: FAR 16.506(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than _____ [*Contracting officer shall insert dollar figure or quantity of minimum order*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of _____ [*Contracting officer shall insert dollar figure or quantity of maximum order*];

(2) Any order for a combination of items in excess of _____ [*Contracting officer shall insert dollar figure or quantity of maximum order*]; or

(3) A series of orders from the same ordering office within _____ [*Contracting officer shall insert number of days*] days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within _____ [*Contracting officer shall insert number of days*] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts when a definite-quantity, requirements, or indefinite-quantity contract is contemplated.

REFERENCE: FAR 16.506(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-20 DEFINITE QUANTITY (OCT 1995)

(a) This is a definite-quantity, indefinite-delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule.

(b) The Government shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.

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

(d) Any order issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after _____ [*Contracting officer shall insert anticipated contract completion date*].

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts when a definite-quantity contract is contemplated.

REFERENCE: FAR 16.506(c)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-21 REQUIREMENTS (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after _____ [*Contracting officer shall insert anticipated contract completion date*].

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts when a requirements contract is contemplated.

REFERENCE: FAR 16.506(d)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-21 REQUIREMENTS (OCT 1995)--ALTERNATE I (APR 1984)

If the requirements contract is for nonpersonal services and related supplies and covers estimated requirements that exceed a specific Government activity's internal capability to produce or perform, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(End of Alternate I)

PRESCRIPTION: Use with basic clause, if the contract is for nonpersonal services and related supplies and covers estimated requirements that exceed a specific Government activity's internal capability to produce or perform.

REFERENCE: FAR 16.506(d)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-21 REQUIREMENTS (OCT 1995)--ALTERNATE II (APR 1984)

If the requirements contract includes subsistence for both Government use and resale in the same Schedule, and similar products may be acquired on a brand-name basis, add the following paragraph (g) to the basic clause:

(g) The requirements referred to in this contract are for items to be manufactured according to Government specifications. Notwithstanding anything to the contrary stated in the contract, the Government may acquire similar products by brand name from other sources for resale.

(End of Alternate II)

PRESCRIPTION: Use with basic clause, if the requirements contract includes subsistence for both Government use and resale in the same Schedule, and similar products may be acquired on a brand-name basis.

REFERENCE: FAR 16.506(d)(3)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-21 REQUIREMENTS (OCT 1995)--ALTERNATE III (OCT 1995)

If the requirements contract involves a partial small business set-aside, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The Government's requirements for each item or subitem of supplies or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

(End of Alternate III)

PRESCRIPTION: Use with basic clause, if the requirements contract involves a partial small business set-aside.

REFERENCE: FAR 16.506(d)(4)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-21 REQUIREMENTS (OCT 1995)--ALTERNATE IV (OCT 1995)

If the contract includes subsistence for both Government use and resale in the same Schedule and similar products may be acquired on a brand-name basis and the contract also involves a partial small business set-aside, substitute the following paragraph (c) for paragraph (c) of the basic clause and add the following paragraph (g) to the basic clause:

(c) The Government's requirements for each item or subitem of supplies or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

****

(g) The requirements referred to in this contract are for items to be manufactured according to the Government specifications. Notwithstanding anything to the contrary stated in the contract, the Government may acquire similar products by brand name from other sources for resale.

(End of Alternate IV)

PRESCRIPTION: Use with basic clause, if the contract (1) includes subsistence for both Government use and resale in the same Schedule and similar products may be acquired on a brand-name basis, and (2) involves a partial small business set-aside.

REFERENCE: FAR 16.506(d)(5)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after _____ [*Contracting officer shall insert anticipated contract completion date*].

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts when an indefinite-quantity contract is contemplated.

REFERENCE: FAR 16.506(e)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-23 EXECUTION AND COMMENCEMENT OF WORK (APR 1984)

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than _____ [*Contracting officer shall insert date when contractor is to return signed contract*]. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of clause)

PRESCRIPTION: Insert in letter contracts, except when awarded on a Standard Form 26.

REFERENCE: FAR 16.603-4(b)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding _____ [*Contracting officer shall insert dollar amount*] dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is _____ [*Contracting officer shall insert dollar amount*] dollars.

(End of clause)

PRESCRIPTION: Insert in letter contracts.

REFERENCE: FAR 16.603-4(b)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within [*Contracting officer shall insert in the clause the period of time in which the Contracting Officer has to exercise the option*]. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

PRESCRIPTION: Insert a clause substantially the same as the FAR 52.217-6 clause in solicitations and contracts, other than those for services, when inclusion of an option is appropriate (see FAR 17.200 and 17.202) and the option quantity is expressed as a percentage of basic contract quantity or as additional quantity of a specific line item.

REFERENCE: FAR 17.208(d)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within [*Contracting officer shall insert in the clause the period of time in which the Contracting Officer has to exercise the option*]. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

PRESCRIPTION: Insert a clause substantially the same as the FAR 52.217-7 clause in solicitations and contracts, other than those for services, when inclusion of option is appropriate (see FAR 17.200 and 17.202) and option quantity is identified as a separately priced line item having same nomenclature as a corresponding basic line item.

REFERENCE: FAR 17.208(e)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within____ [*Contracting officer shall insert the period of time within which the Contracting Officer may exercise the option*].

(End of clause)

PRESCRIPTION: Insert a clause substantially the same as the FAR 52.217-8 clause in solicitations and contracts for services when the inclusion of an option is appropriate (see FAR 17.200, 17.202 and 37.111).

REFERENCE: FAR 17.208(f)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ *[Contracting officer shall insert (months)(years)]*.

(End of clause)

PRESCRIPTION: Insert a clause substantially the same as the FAR 52.217-9 clause in solicitations and contracts when the inclusion of an option is appropriate (see FAR 17.200 and 17.202) and it is necessary to include in the contract any or all of the following: (1) a requirement that the Government give contractor a preliminary written notice of intent to extend the contract, (2) a statement that the extension of the contract includes a extension of the option, (3) a specified limitation on the total duration of contract.

REFERENCE: FAR 17.208(g)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.219-5 [RESERVED]

52.219-10 INCENTIVE SUBCONTRACTING PROGRAM (OCT 2001)

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its subcontracting plan to try to award certain percentages to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, respectively.

(b) If the Contractor exceeds its subcontracting goals for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, and women-owned small business concerns in performing this contract, it will receive _____ [*Contracting Officer to insert the appropriate number between 0 and 10*] percent of the dollars in excess of each goal in the plan, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the subcontracting plan, or the award of subcontracts that had been planned but had not been disclosed in the subcontracting plan during contract negotiations). Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in 15.404-4 of the Federal Acquisition Regulation.

(End of clause)

PRESCRIPTION: Use in negotiated contracts when a subcontracting plan is required (see FAR 19.702) and inclusion of a monetary incentive is deemed necessary to increase subcontracting opportunities for small business, HUBZone small business, and women-owned small business concerns and is commensurate with the efficient and economical performance of the contract, unless the conditions in FAR 19.708(c)(3) apply. Do not use in CPAF contracts if subcontracting is one of the award fee factors.

REFERENCE: FAR 19.708(c)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegates to the [*insert name of contracting agency*] the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the [*insert name of contracting agency*] shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the [*insert name of contracting agency*].

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the [*insert name of contracting agency*] Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

PRESCRIPTION: Use in contracts between SBA and agency when the acquisition is accomplished using the procedures in FAR 19.811-1(a) and (b).

REFERENCE: FAR 19.811-3(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.219-12 SPECIAL 8(a) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No. [*insert number of contract*] with the [insert name of contracting agency] to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The [*insert name of subcontractor*], hereafter referred to as the subcontractor, agrees and acknowledges as follows:
(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. [*insert number of contract*] for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the [*insert name of contracting agency*] with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.
(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the [*insert name of contracting agency*].
(4) That it will notify the [*insert name of contracting agency*] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the [*insert name of contracting agency*].

(End of clause)

PRESCRIPTION: Use in contracts between SBA and its 8(a) subcontractor when the acquisition is accomplished using the procedures of FAR 19.811-1(a) and (b).

REFERENCE: FAR 19.811-3(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.219-17 SECTION 8(A) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specification and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the [*insert name of contracting activity*] the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the [*insert name of contracting agency*] Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon who 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the [*insert name of contracting activity]*.

(End of clause)

PRESCRIPTION: Insert in competitive solicitations and contracts when the acquisition is accomplished using the procedures of FAR 19.805 and in sole source awards that utilize the alternate procedure in FAR 19.811-1(c).

REFERENCE: FAR 19.811-3(c)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.219-18 -- Notification of Competition Limited to Eligible 8(a) Concerns. (Mar 2005)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --
(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
(b) By submission of its offer, the offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
(d)
(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.
(2) The _____ *[insert name of SBA's contractor]* will notify the _____ *[insert name of contracting agency]* Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
(End of Clause)

As prescribed in 19.811-3(d), insert the following clause:

PRESCRIPTION: Insert in competitive solicitations and contracts when the acquisition is accomplished using the procedures of FAR 19.805.

REFERENCE: FAR 19.811-3(d)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (Apr 2005)-ALTERNATE I (NOV 1989)

Alternate I (Apr 2005). If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, add the following subparagraph (a)(3) to paragraph (a) of the clause:
(3) The offeror's approved business plan is on the file and serviced by _____ *[Contracting Officer completes by inserting the appropriate SBA District and/or Regional Office(s) as identified by the SBA]*.

(End of Alternate I)

PRESCRIPTION: Use with basic clause when competition is limited to 8(a) concerns within one or more specific SBA districts/regions.

REFERENCE: FAR 19.811-3(d)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (Apr 2005) ALTERNATE II (DEC 1996)

Alternate II (Dec 1996). When the acquisition is for a product in a class for which the Small Business Administration has determined that there are no small business manufacturers or processors in the Federal market in accordance with 19.502-2(c), delete subparagraph (d)(1).

(End of Alternate II)

PRESCRIPTION: Use with basic clause when SBA has waived the nonmanufacturing rule.

REFERENCE: FAR 19.811-3(d)(2) and 19.502-2(c)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.219-25 -- SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (DEC 2010)

a) *Disadvantaged status for joint venture partners, team members, and subcontractors.* This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors (see exception in paragraph (b) of this section) through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern is a small disadvantaged business concern certified by the Small Business Administration by using the Central Contractor Registration database or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) For subcontractors that are not certified as a small disadvantaged business by the Small Business Administration, the Contractor shall accept the subcontractor’s written self-representation as a small disadvantaged business, unless the Contractor has reason to question the self-representation.

(c) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, in the Contractor's own format providing the same information, or accomplished through using the Electronic Subcontracting Reporting System's Small Disadvantaged Business Participation Report. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small Business Subcontracting Plan, reports shall be submitted with the final Individual Subcontract Report at the completion of the contract.

(End of clause)

PRESCRIPTION: The contracting officer shall insert in solicitations and contracts that consider the extent of participation of SDB concerns in performance of the contract.

REFERENCE: FAR 19.1204 (b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.219-26 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--INCENTIVE SUBCONTRACTING (OCT 2000)

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its offer to try to award a certain amount to small disadvantaged business concerns in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce.

(b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized, NAICS Subsectors, it will receive _____ [*Contracting Officer to insert the appropriate number between 0 and 10*] percent of the dollars in excess of the monetary target, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the offer, or the excess was caused by the award of subcontracts that had been planned but had not been disclosed in the offer during contract negotiations). Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in subsection 15.404-4 of the Federal Acquisition Regulation.

(End of clause)

PRESCRIPTION: The contracting officer may, when contracting by negotiation, insert in solicitations and contracts containing the clause at FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, a clause substantially the same as this clause, when authorized (see FAR 19.1203). The contracting officer may include an award fee provision in lieu of the incentive; in such cases, however, the contracting officer shall not use this clause.

REFERENCE: FAR 19.1204(c)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed $ _____ [*Contracting officer shall insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraphs (a)(1) through (a)(4) of the clause*] or the Overtime Premium is paid for work that is:

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts when a cost-reimbursement contract is contemplated and the contract amount is expected to be over $100,000, unless (1) a cost-reimbursement contract for operation of vessels is contemplated or (2) a cost-plus incentive-fee contract that will provide a swing from target fee of at least plus or minus 3 percent and contractors share of at least 10% is contemplated.

NOTE: Do not use for a cost-plus-incentive-fee contract that will provide a swing from the target fee of at least plus or minus 3 percent and a contractor's share of at least 10 percent. Inserting a dollar amount requires HCA approval.

REFERENCE: FAR 22.103-5(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.222-26 EQUAL OPPORTUNITY (APR 2002)--ALTERNATE I (FEB 1999)

As prescribed in FAR 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*].

(End of Alternate I)

PRESCRIPTION: If the contract is exempt from one or more, but not all, of the requirements of E.O. 11246, the contracting officer shall use the FAR 52.222-26 "Equal Opportunity" clause with its Alternate I.

REFERENCE: FAR 22.810(e)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.222-35 -- EQUAL OPPORTUNITY FOR VETERANS (SEP 2010) ***ALTERNATE I (DEC 2001)***

Notice: The following term(s) of this clause are waived for this contract: _____ [*List term(s)*].

PRESCRIPTION: If the Director, Office of Federal Contract Compliance Programs, or the head of the agency waives one or more (but not all) of the terms of the clause, use the basic clause with its Alternate adding the above as a preamble.

REFERENCE: FAR 22.1310(a)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)--ALTERNATE I (JUN 1998)

As prescribed in FAR 22.1408(b), add the following as a preamble to the clause:

NOTICE: The following term(s) of this clause are waived for this contract: _____ [*Contracting Officer shall list terms*].

(End of Alternate I)

PRESCRIPTION: If the agency head waives one or more (but not all) of the terms of the clause in accordance with FAR 22.1403(a) or 22.1403(b), use the basic FAR 52.222-36 "Affirmative Action for Workers with Disabilities" clause with its Alternate I.

REFERENCE: FAR 22.1408(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5342 or 5332.

This Statement is for Information Only:
It is not a Wage Determination.

Employee Class	Monetary Wage - Fringe Benefits

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts if the contract amount is expected to be over $2,500 and the Service Contract Act of 1965 is applicable. (See FAR 22.1016 for instructions insertions.)

FILL-IN: Wage rates and fringe benefits that would be paid by the contracting activity to the various classes of service employees expected to be used under the contract (see FAR 22.1016(b) for computation of rates).

REFERENCE: FAR 22.1006(b) and 22.1016

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.222-48 -- EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (FEB 2009)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror [ ] does [ ] does not certify that—

(1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Act—

(1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

PRESCRIPTION: Insert in any solicitation and resulting contract calling for the maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage as described at 22.1003-4(b)(4).

REFERENCE: DFAR 22.1006(e)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.222-49 SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: _____ [*Contracting officer shall insert places or areas*]. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by _____ [*Contracting officer shall insert time and date*].

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

PRESCRIPTION: Insert if the FAR 52.222-41 clause applies and the procedures of FAR 22.1009-4(c) are used.

REFERENCE: FAR 22.1006(f) and 22.1009-4(c)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous Material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts, if contract will require the delivery of hazardous materials as defined in FAR 23.301.

REFERENCE: FAR 23.303

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, _____ [*Contracting Officer shall insert the number of days required (normally 30) in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions as required under FAR 23.601(d).*] days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall--

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts for supplies which are, or which contain (a) radioactive material requiring specific licensing under regulations issued pursuant to the Atomic Energy Act of 1954; or (b) radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such supplies include, but are not limited to, aircraft, ammunition, missiles, vehicles, electronic tubes, instrument panel gauges, compasses and identification markers.

REFERENCE: FAR 23.602

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

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

(a) Definitions. As used in this clause—
"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."
"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
(b) The Contractor, on completion of this contract, shall—
(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and
(2) Submit this estimate to _____ [*Contracting Officer complete in accordance with agency procedures*].

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts exceeding $100,000 that are for, or specify the use of, EPA-designated products containing recovered materials. If technical personnel advise that estimates can be verified, use the clause with its Alternate I.

REFERENCE: FAR 23.406(d)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.223-9 -- ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008) ALTERNATE I (MAY 2008)

(a) Definitions. As used in this clause—
"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."
"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

Certification

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

_____
[Signature of the Officer or Employee]

_____
[Typed Name of the Officer or Employee]

_____
[Title]

_____
[Name of Company, Firm, or Organization]

_____
[Date]

(c) The Contractor, on completion of this contract, shall—
(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and
(2) Submit this estimate to _____ [*Contracting Officer complete in accordance with agency procedures*].

(End of certification)

PRESCRIPTION: If technical personnel advise that estimates can be verified, use the clause Alternate I, which re-designates paragraph (b) of the basic clause as paragraph (c) and incorporates a new paragraph (b), in solicitations and contracts exceeding $100,000 that are for, or specify the use of, EPA-designated products containing recovered materials.

REFERENCE: FAR 23.406(d)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) *Definition*. "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--
(1) Class I, including but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
(2) Class II, including but not limited to, hydrochlorofluorocarbons.

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

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

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

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts for ozone-depleting substances for supplies that may contain or be manufactured with ozone-depleting substances.

REFERENCE: FAR 23.804(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.225-13 –RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac/sdn/. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's website at http://www.treas.gov/offices/enforcement/ofac.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts with a value exceeding $2,500, $15,000 for acquisitions as described in 13.201(g)(1), unless an exception applies.

REFERENCE: 25.1103 (a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.227-3 PATENT INDEMNITY (APR 1984)--ALTERNATE I (APR 1984)

The following paragraph (c) is added to the clause:

(c) This patent indemnification shall not apply to the following items: _____
[*Contracting Officer list and/or identify the items to be excluded from this indemnity*.]

(End of Alternate I)

PRESCRIPTION: In solicitations and contracts that call in part for specific components, spare parts, or services (or such items with relatively minor modifications) that normally are or have been sold or offered for sale by any supplier to the public in the commercial open market, the contracting officer may use the FAR 52.227-3 "Patent Indemnity" clause with its Alternate I or II, as appropriate. The choice between Alternate I (identification of excluded items) and Alternate II (identification of included items) should be based upon simplicity, Government administrative convenience, and the ease of identification of the items.

REFERENCE: FAR 27.203-4(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.227-3 PATENT INDEMNITY (APR 1984)--ALTERNATE II (APR 1984)

The following paragraph (c) is added to the clause:

(c) This patent indemnification shall cover the following items: _____
[*Contracting Officer list and/or identify the items to be included under this indemnity*.]

(End of Alternate II)

PRESCRIPTION: In solicitations and contracts that call in part for specific components, spare parts, or services (or such items with relatively minor modifications) that normally are or have been sold or offered for sale by any supplier to the public in the commercial open market, the contracting officer may use the FAR 52.227-3 "Patent Indemnity" clause with its Alternate I or II, as appropriate. The choice between Alternate I (identification of excluded items) and Alternate II (identification of included items) should be based upon simplicity, Government administrative convenience, and the ease of identification of the items.

REFERENCE: FAR 27.203-4(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.227-5 WAIVER OF INDEMNITY (APR 1984)

Any provision or clause of this contract to the contrary notwithstanding, the Government hereby authorizes and consents to the use and manufacture, solely in performing this contract, of any invention covered by the United States patents identified below and waives indemnification by the Contractor with respect to such patents:

_____

_____

[*Contracting Officer identify the patents by number or by other means if more appropriate*].

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts if appropriate to exempt one or more specific U.S. patents from the patent indemnity clause (requires written approval of agency head or designee).

REFERENCE: FAR 27.203-6

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.227-13 PATENT RIGHTS--ACQUISITION BY THE GOVERNMENT (DEC 2007)--ALTERNATE I (DEC 2007)

The license will include the right of the Government to sublicense foreign governments, their nationals, and international organizations pursuant to the following treaties or international agreements: _____*

> *[* Contracting Officer complete with the names of applicable existing treaties or international agreements. The above language is not intended to apply to treaties or agreements that are in effect on the date of the award but are not listed.]*

PRESCRIPTION: As prescribed in 27.303(e)(4), add the following sentence at the end of paragraph (c)(1)(i) of the basic clause. The clause at 52.227-13 is used with its Alternate I if—The Government must grant a foreign government a sublicense in subject inventions pursuant to a treaty or executive agreement; or the agency head determines, at contract award, that it would be in the national interest to sublicense foreign governments or international organizations pursuant to any existing or future treaty or agreement. If other rights are necessary to effectuate any treaty or agreement, Alternate I may be appropriately modified.

REFERENCE: FAR 27.303(e)(4)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.227-13 PATENT RIGHTS--ACQUISITION BY THE GOVERNMENT (JAN 1997)--ALTERNATE I (JUN 1989)

As prescribed in 27.303(c)(3), add the following sentence at the end of subdivision (c)(1)(i) of the basic clause:

The license will include the right of the Government to sublicense foreign governments, their nationals, and international organizations pursuant to the following treaties or international agreements: _____ [*Contracting Officer complete with the names of applicable existing treaties or international agreements. The above language is not intended to apply to treaties or agreements that are in effect on the date of the award but are not listed*.]

(End of Alternate I)

PRESCRIPTION: If the acquisition of patent rights for the benefit of a foreign government is required under a treaty or executive agreement or if the agency head or a designee determines at the time of contracting that it would be in the national interest to acquire the right to sublicense foreign governments or international organizations pursuant to any existing or future treaty or agreement, the contracting officer shall use the clause with its Alternate I. If other rights are necessary to effectuate the treaty or agreement, Alternate I may be appropriately modified.

REFERENCE: FAR 27.303(c)(3)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.227-19 -- COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)

(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be—

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

Notice--Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. _____.

(End of Clause)

PRESCRIPTION: When contracting from other than GSA's Federal Supply Schedule contracts for the acquisition of existing computer software (i.e., privately developed software normally vended commercially under a license or lease agreement restricting its use, disclosure, or reproduction), no specific contract clause prescribed in the FAR need be used. However, the contract (or purchase order) must specifically address the Government's rights to use, disclose and reproduce the software. The use, disclosure, reproduction and other rights must be sufficient for the Government to fulfill the need for which the software is being acquired. Unless these rights are specified in another clause in the contract (e.g., by using Alternate I to the clause at SPAWAR 5252.239-9607, Software, in Section H), such rights may be negotiated and set forth in the contract using the clause at 52.227-19, Commercial Computer Software--Restricted Rights, provided the rights contained in the clause do not exceed those rights needed by the Government. The guidance concerning the rights set forth in the clause at FAR 52.227-19, are the minimum rights the Government usually should accept. Thus if greater rights than these minimum rights are needed, or lesser rights are to be acquired, they must be negotiated and set forth in the contract (or purchase order).

This includes any additions to, or limitations on, the rights set forth in paragraph (b) of the clause at FAR 52.227-19 when used. Examples of greater rights may be those necessary for networking purposes or use of the software from remote terminals communicating with a host computer where the software is located. If the computer software is to be acquired with unlimited rights, the contract must also so state. In addition, the contract must adequately describe the computer programs and/or data bases, the form (tapes, punch cards, disk pack, and the like), and all the necessary documentation pertaining thereto. If the acquisition is by lease or license, the disposition of the computer software (by returning to the vendor or destroying) at the end of the term of the lease or license must be addressed.

NOTE:
The clause at DFARS 252.227-7015, Technical Data-Commercial Items, implements 10 U.S.C. 2320 which applies to the Department of Defense. This statute requires that the Department of Defense obtain unrestricted rights in computer software documentation (e.g., commercial operating and maintenance manuals) regardless of whether or not the software and its documentation were developed at Government or private expense. When using the clause at FAR 52.227-19, Commercial Computer Software--Restricted Rights, in conjunction with the clause at DFARS 252.227-7015, Technical Data-Commercial Items, the contracting officer should include in the solicitation and contract, text which is the same as or substantially the same as the following:

This license agreement includes the clauses at FAR 52.227-19, Commercial Computer Software--Restricted Rights" and DFARS 252.227-7015, Technical Data--Commercial Items, which are incorporated by reference into the terms and conditions of this contract with the following revisions:
(1) The definition of "Contractor" used in the "Technical Data--Commercial Items" clause applies to both the clause at SPAWAR 5252.239-9607, Software (if included in this contract) and the clause at FAR 52.227-19, Commercial Computer Software--Restricted Rights.
(2) The word "documentation" used in the "Commercial Computer Software--Restricted Rights" clause excludes "computer software documentation." The rights and restrictions applicable to computer software documentation are described in the "Technical Data--Commercial Items" clause. "Computer software documentation" for this license agreement means "owner's manuals, user's manuals, installation instructions, operating installation, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software."

REFERENCE: Paragraph 3.1.b. of the Commercial Software Licensing and Acquisition Guide in Module 6.0 of the SPAWAR Contract Policy and Procedures Manual (SCPPM)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.228-1 BID GUARANTEE (SEPT 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds--
(1) To unsuccessful bidders as soon as practicable after the opening of bids; and
(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be _____ percent of the bid price or $_____, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

PRESCRIPTION: (a) A contracting officer shall not require a bid guarantee unless a performance bond or a performance and payment bond is also required (see FAR 28.102 and 28.103). Except as provided in paragraph (c), bid guarantees shall be required whenever a performance bond or a performance and payment bond is required.
(b) All types of bid guarantees are acceptable for supply or service contracts (see annual bid bonds and annual performance bonds coverage in FAR 28.001). Only separate bid guarantees are acceptable in connection with construction contracts. Agencies may specify that only separate bid bonds are acceptable in connection with construction contracts.
(c) The chief of the contracting office may waive the requirement to obtain a bid guarantee when a performance bond or a performance and payment bond is required if it is determined that a bid guarantee is not in the best interest of the Government for a specific acquisition (e.g., overseas construction, emergency acquisitions, sole-source contracts). Class waivers may be authorized by the agency head or designee.
(d)(1) The contracting officer shall insert a provision or clause substantially the same as the provision at 52.228-1, Bid Guarantee, in solicitations or contracts that require a bid guarantee or similar guarantee. For example, the contracting officer may modify this provision--
(i) To set a period of time that is other than 10 days for the return of executed bonds;
(ii) For use in connection with construction solicitations when the agency has specified that only separate bid bonds are acceptable in accordance with 28.101-1(b);
(iii) For use in solicitations for negotiated contracts; or
(iv) For use in service contracts containing options for extended performance.
(2) The contracting officer shall determine the amount of the bid guarantee for insertion in the clause or provision at FAR 52.228-1 following the guidance provided in FAR 28.102-2(a). The amount shall be adequate to protect the Government from loss should the successful bidder fail to execute further contractual documents and bonds as required. The bid guarantee amount shall be at least 20 percent of the bid price but shall not exceed $3 million. When the penal sum is expressed as a percentage, a maximum dollar limitation may be stated.

REFERENCE: FAR 28.101-2

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

PRESCRIPTION: (a) Insert the clause in solicitations and contracts when the Defense Base Act applies (see FAR 28.305) and (a) the contract will be a public work contract performed outside the United States; or (b) the contract will be approved or financed under the Foreign Assistance Act of 1961 (Pub. L. 87-195) and is not excluded by FAR 28.305(b)(2).
(b) In particular, this clause shall be inserted in solicitations and contracts for services or construction when performance will, in whole or in part, be performed overseas or onboard naval vessels.
(c) When using this clause neither the FAR 52.228-4 "Worker's Compensation and War-Hazard Insurance Overseas" or DFARS 252.228-7000 "Reimbursement for War Hazard Losses" clauses may be used.

REFERENCE: FAR 28.309(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.228-16 -- PERFORMANCE AND PAYMENT BONDS -- OTHER THAN CONSTRUCTION (NOV 2006)

(a) *Definitions*. As used in this clause --
"Original contract price" means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.
(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to _____ percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to _____ percent of the original contract price.
(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within _____ days, but in any event, before starting work.
(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.
(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States.

Treasury Circular 570 is published in the Federal Register, or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782
Or via the internet at http://www.fms.treas.gov/c570/ .

(End of Clause)

PRESCRIPTION: The contracting officer shall insert a clause substantially the same as the clause at FAR 52.228-16, Performance and Payment Bonds--Other than Construction, in solicitations and contracts that contain a requirement for both payment and performance bonds (see FAR 28.103-1, 28.103-2 and 28.103-3). The contracting officer shall determine the amount of each bond for insertion in the clause. The amount shall be adequate to protect the interest of the Government. The contracting officer shall also set a period of time (normally 10 days) for return of executed bonds. Alternate I shall be used when only performance bonds are required.

REFERENCE: FAR 28.103-4

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (JULY 2000)—ALTERNATE I (JUL 2000)

As prescribed in FAR 28.103-4, substitute the following paragraphs (b) and (d) for paragraphs (b) and (d) of the basic clause:

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to _____ percent of the original contract price.

(d) The Government may require additional performance bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(End of Alternate I)

PRESCRIPTION: Alternate I shall be used with the basic FAR 52.228-16, Performance and Payment Bonds--Other than Construction, clause when only performance bonds are required.

REFERENCE: FAR 28.103-4

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.229-7 TAXES--FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The contract price, including the prices in any subcontracts under this contract, does not include any tax or duty that the Government of the United States and the Government of _____ [*insert name of the foreign government*] have agreed shall not apply to expenditures made by the United States in _____ [*insert name of country*], or any tax or duty not applicable to this contract or any subcontracts under this contract, pursuant to the laws of _____ [*insert name of country*]. If any such tax or duty has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.

(c) If, after the contract date, the Government of the United States and the Government of _____ [*insert name of the foreign government*] agree that any tax or duty included in the contract price shall not apply to expenditures by the United States in _____ [*insert name of country*], the contract price shall be reduced accordingly.

(d) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts that exceed the simplified acquisition threshold when a fixed price contract with a foreign government is contemplated.

REFERENCE: FAR 29.402-1(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of _____ [***insert name of the foreign government***], or from which the Contractor or any subcontractor under this contract is exempt under the laws of _____ [***insert name of country***], shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts when a cost reimbursement contract is contemplated and the contract is to be performed wholly or partly in a foreign country unless it is contemplated that the contract will be with a foreign government.

REFERENCE: FAR 29.402-2(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.229-9 TAXES--COST-REIMBURSEMENT CONTRACTS WITH FOREIGN GOVERNMENTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of [*insert name of the foreign government*], or from which any subcontractor under this contract is exempt under the laws of [*insert name of country*], shall not constitute an allowable cost under this contract.

(b) If any subcontractor obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid (not credited to the contract) to the Treasurer of the United States at the time the Federal income tax return is filed.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts when a cost reimbursement contract with a foreign government is contemplated

REFERENCE: FAR 29.402-2(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)

(a) Within thirty (30) days after award of this contract, the Contractor shall advise the State of New Mexico of this contract by registering with the State of New Mexico, Taxation and Revenue Department, Revenue Division, pursuant to the Tax Administration Act of the State of New Mexico and shall identify the contract number.

(b) The Contractor shall pay the New Mexico gross receipts taxes, pursuant to the Gross Receipts and Compensating Tax Act of New Mexico, assessed against the contract fee and costs paid for performance of this contract, or of any part or portion thereof, within the State of New Mexico. The allowability of any gross receipts taxes or local option taxes lawfully paid to the State of New Mexico by the Contractor or its subcontractors will be determined in accordance with the Allowable Cost and Payment clause of this contract except as provided in paragraph (d) of this clause.

(c) The Contractor shall submit applications for Nontaxable Transaction Certificates, Form CSR-3C, to the:

State of New Mexico Taxation and Revenue Dept.
Revenue Division
PO Box 630
Santa Fe, New Mexico 87509

When the Type 15 Nontaxable Transaction Certificate is issued by the Revenue Division, the Contractor shall use these certificates strictly in accordance with this contract, and the agreement between the _____ [*Insert appropriate agency name in blanks*.] and the New Mexico Taxation and Revenue Department.

(d) The Contractor shall provide Type 15 Nontaxable Transaction Certificates to each vendor in New Mexico selling tangible personal property to the Contractor for use in the performance of this contract. Failure to provide a Type 15 Nontaxable Transaction Certificate to vendors will result in the vendor's liability for the gross receipt taxes and those taxes, which are then passed on to the Contractor, shall not be reimbursable as an allowable cost by the Government.

(e) The Contractor shall pay the New Mexico compensating user tax for any tangible personal property which is purchased pursuant to a Nontaxable Transaction Certificate if such property is not used for Federal purposes.

(f) Out-of-state purchase of tangible personal property by the Contractor which would be otherwise subject to compensation tax shall be governed by the principles of this clause. Accordingly, compensating tax shall be due from the contractor only if such property is not used for Federal purposes.

(g) The _____ [*Insert appropriate agency name in blanks*.] may receive information regarding the Contractor from the Revenue Division of the New Mexico Taxation and Revenue Department and, at the discretion of the _____ [*Insert appropriate agency name in blanks*.], may participate in any matters or proceedings pertaining to this clause or the above-mentioned Agreement. This shall not preclude the Contractor from having its own representative nor does it obligate the _____ [*Insert appropriate agency name in blanks*.] to represent its Contractor.

(h) The Contractor agrees to insert the substance of this clause, including this paragraph (h), in each subcontract which meets the criteria in 29.401-4(b)(1) through (3) of the Federal Acquisition Regulation, 48 CFR Part 29.

(i) Paragraphs (a) through (h) of this clause shall be null and void should the Agreement referred to in paragraph (c) of this clause be terminated; provided, however, that such termination shall not nullify obligations already incurred prior to the date of termination.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts issued by the United States Department of the Navy when all three of the following conditions exist:
(1) The contractor will be performing a cost-reimbursement contract.
(2) The contract directs or authorizes the contractor to acquire tangible personal property as a direct cost under a contract and title to such property passes directly to and vests in the United States upon delivery of the property by the vendor.
(3) The contract will be for services to be performed in whole or in part within the State of New Mexico.

REFERENCE: FAR 29.401-6(b)

52.230-6 -- ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (b) through (i) and (k) through (n) of this clause:

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

"Affected CAS-covered contract or subcontract" means a contract or subcontract subject to CAS rules and regulations for which a Contractor or subcontractor--

(1) Used one cost accounting practice to estimate costs and a changed cost accounting practice to accumulate and report costs under the contract or subcontract; or

(2) Used a noncompliant practice for purposes of estimating or accumulating and reporting costs under the contract or subcontract.

"Cognizant Federal agency official (CFAO)" means the Contracting Officer assigned by the cognizant Federal agency to administer the CAS.

"Desirable change" means a compliant change to a Contractor's established or disclosed cost accounting practices that the CFAO finds is desirable and not detrimental to the Government and is, therefore, not subject to the no increased cost prohibition provisions of CAS-covered contracts and subcontracts affected by the change.

"Fixed-price contracts and subcontracts" means--

(1) Fixed-price contracts and subcontracts described at FAR 16.202, 16.203, (except when price adjustments are based on actual costs of labor or material, described at 16.203-1(a)(2)), and16.207;

(2) Fixed-price incentive contracts and subcontracts where the price is not adjusted based on actual costs incurred (FAR Subpart 16.4);

(3) Orders issued under indefinite-delivery contracts and subcontracts where final payment is not based on actual costs incurred (FAR Subpart 16.5); and

(4) The fixed-hourly rate portion of time-and-materials and labor-hours contracts and subcontracts (FAR Subpart 16.6).

"Flexibly-priced contracts and subcontracts" means—

(1) Fixed-price contracts and subcontracts described at FAR 16.203-1(a)(2), 16.204, 16.205, and 16.206;

(2) Cost-reimbursement contracts and subcontracts (FAR Subpart 16.3);

(3) Incentive contracts and subcontracts where the price may be adjusted based on actual costs incurred (FAR Subpart 16.4);

(4) Orders issued under indefinite-delivery contracts and subcontracts where final payment is based on actual costs incurred (FAR Subpart 16.5); and

(5) The materials portion of time-and-materials contracts and subcontracts (FAR Subpart 16.6).

"Noncompliance" means a failure in estimating, accumulating, or reporting costs to--

(1) Comply with applicable CAS; or

(2) Consistently follow disclosed or established cost accounting practices.

"Required change" means—

(1) A change in cost accounting practice that a Contractor is required to make in order to comply with applicable Standards, modifications or interpretations thereto, that subsequently becomes applicable to existing CAS-covered contracts or subcontracts due to the receipt of another CAS-covered contract or subcontract; or

(2) A prospective change to a disclosed or established cost accounting practice when the CFAO determines that the former practice was in compliance with applicable CAS and the change is necessary for the Contractor to remain in compliance.

"Unilateral change" means a change in cost accounting practice from one compliant practice to another compliant practice that a Contractor with a CAS-covered contract(s) or subcontract(s) elects to make that has not been deemed a desirable change by the CFAO and for which the Government will pay no aggregate increased costs.

(b) Submit to the CFAO a description of any cost accounting practice change as outlined in paragraphs (b)(1) through (3) of this clause (including revisions to the Disclosure Statement, if applicable), and any written statement that the cost impact of the change is immaterial. If a change in cost accounting practice is implemented without submitting the notice required by this paragraph, the CFAO may determine the change to be a failure to follow paragraph (a)(2) of the clause at FAR 52.230-2, Cost Accounting Standards; paragraph (a)(4) of the clause at FAR 52.230- 3, Disclosure and Consistency of Cost Accounting Practices; or paragraph (a)(2) of the clause at FAR 52.230-5, Cost Accounting Standards--Educational Institution.

(1) When a description has been submitted for a change in cost accounting practice that is dependent on a contact award and that contract is subsequently awarded, notify the CFAO within 15 days after such award.

(2) For any change in cost accounting practice not covered by (b)(1) of this clause that is required in accordance with paragraphs (a)(3) and (a)(4)(i) of the clause at FAR 52.230-2; or paragraphs (a)(3), (a)(4)(i), or (a)(4)(iv) of the clause at FAR 52.230-5; submit a description of the change to the CFAO not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change.

(3) For any change in cost accounting practices proposed in accordance with paragraph (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2 and FAR 52.230-5; or with paragraph (a)(3) of the clause at FAR 52.230-3, submit a description of the change not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change. If the change includes a proposed retroactive date submit supporting rationale.

(4) Submit a description of the change necessary to correct a failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by paragraph (a)(5) of the clause at FAR 52.230-2 and FAR 52.230-5; or by paragraph (a)(4) of the clause at FAR 52.230-3)--

(i) Within 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) after the date of agreement with the CFAO that there is a noncompliance; or

(ii) In the event of Contractor disagreement, within 60 days after the CFAO notifies the Contractor of the determination of noncompliance.

(c) When requested by the CFAO, submit on or before a date specified by the CFAO--

(1) A general dollar magnitude (GDM) proposal in accordance with paragraph (d) or (g) of this clause. The Contractor may submit a detailed cost-impact (DCI) proposal in lieu of the requested GDM proposal provided the DCI proposal is in accordance with paragraph (e) or (h) of this clause;

(2) A detailed cost-impact (DCI) proposal in accordance with paragraph (e) or (h) of this clause;

(3) For any request for a desirable change that is based on the criteria in FAR 30.603-2(b)(3)(ii), the data necessary to demonstrate the required cost savings; and

(4) For any request for a desirable change that is based on criteria other than that in FAR 30.603-2(b)(3)(ii), a GDM proposal and any other data necessary for the CFAO to determine if the change is a desirable change.

(d) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the GDM proposal shall--

(1) Calculate the cost impact in accordance with paragraph (f) of this clause;

(2) Use one or more of the following methods to determine the increase or decrease in cost accumulations:

(i) A representative sample of affected CAS-covered contracts and subcontracts.

(ii) The change in indirect rates multiplied by the total estimated base computed for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(iii) Any other method that provides a reasonable approximation of the total increase or decrease in cost accumulations for all affected fixed-price and flexibly-priced contracts and subcontracts;

(3) Use a format acceptable to the CFAO but, as a minimum, include the following data:

(i) The estimated increase or decrease in cost accumulations by Executive agency, including any impact the change may have on contract and subcontract incentives, fees, and profits, for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(ii) For unilateral changes, the increased or decreased costs to the Government for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts; and

(4) When requested by the CFAO, identify all affected CAS- covered contracts and subcontracts.

(e) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the DCI proposal shall--

(1) Show the calculation of the cost impact in accordance with paragraph (f) of this clause;

(2) Show the estimated increase or decrease in cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to include--

(i) Only those affected CAS-covered contracts and subcontracts having an estimate to complete exceeding a specified amount; and

(ii) An estimate of the total increase or decrease in cost accumulations for all affected CAS-covered contracts and subcontracts, using the results in paragraph (e)(2)(i) of this clause;

(3) Use a format acceptable to the CFAO but, as a minimum, include the information in paragraph (d)(3) of this clause; and

(4) When requested by the CFAO, identify all affected CAS- covered contracts and subcontracts.

(f) For GDM and DCI proposals that are subject to the requirements of paragraph (d) or (e) of this clause, calculate the cost impact as follows:

(1) The cost impact calculation shall include all affected CAS- covered contracts and subcontracts regardless of their status (*i.e.*, open or closed) or the fiscal year in which the costs were incurred (*i.e.*, whether or not the final indirect rates have been established).

(2) For unilateral changes--

(i) Determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:

(A) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is increased cost to the Government.

(B) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is decreased cost to the Government;

(ii) Determine the increased or decreased cost to the Government for fixed-priced contracts and subcontracts as follows:

(A) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is increased cost to the Government.

(B) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is decreased cost to the Government;

(iii) Calculate the total increase or decrease in contract and subcontract incentives, fees, and profits associated with the increased or decreased costs to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the cost impact been known at the time the contracts and subcontracts were negotiated; and

(iv) Calculate the increased cost to the Government in the aggregate.

(3) For equitable adjustments for required or desirable changes--

(i) Estimated increased cost accumulations are the basis for increasing contract prices, target prices and cost ceilings; and

(ii) Estimated decreased cost accumulations are the basis for decreasing contract prices, target prices and cost ceilings.

(g) For any noncompliant cost accounting practice subject to paragraph (b)(4) of this clause, prepare the GDM proposal as follows:

(1) Calculate the cost impact in accordance with paragraph (i) of this clause.

(2) Use one or more of the following methods to determine the increase or decrease in contract and subcontract prices or cost accumulations, as applicable:

(i) A representative sample of affected CAS-covered contracts and subcontracts.

(ii) When the noncompliance involves cost accumulation the change in indirect rates multiplied by the applicable base for only flexibly-priced contracts and subcontracts.

(iii) Any other method that provides a reasonable approximation of the total increase or decrease.

(3) Use a format acceptable to the CFAO but, as a minimum, include the following data:

(i) The total increase or decrease in contract and subcontract price and cost accumulations, as applicable, by Executive agency, including any impact the noncompliance may have on contract and subcontract incentives, fees, and profits, for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(ii) The increased or decreased cost to the Government for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(iii) The total overpayments and underpayments made by the Government during the period of noncompliance.

(4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.

(h) For any noncompliant practice subject to paragraph (b)(4) of this clause, prepare the DCI proposal as follows:

(1) Calculate the cost impact in accordance with paragraph (i) of this clause.

(2) Show the increase or decrease in price and cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to--

(i) Include only those affected CAS-covered contracts and subcontracts having--

(A) Contract and subcontract values exceeding a specified amount when the noncompliance involves estimating costs; and

(B) Incurred costs exceeding a specified amount when the noncompliance involves accumulating costs; and

(ii) Estimate the total increase or decrease in price and cost accumulations for all affected CAS-covered contracts and subcontracts using the results in paragraph (h)(2)(i) of this clause.

(3) Use a format acceptable to the CFAO that, as a minimum, include the information in paragraph (g)(3) of this clause.

(4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.

(i) For GDM and DCI proposals that are subject to the requirements of paragraph (g) or (h) of this clause, calculate the cost impact as follows:

(1) The cost impact calculation shall include all affected CAS- covered contracts and subcontracts regardless of their status (*i.e.*, open or closed) or the fiscal year in which the costs are incurred (*i.e.*, whether or not the final indirect rates have been established).

(2) For noncompliances that involve estimating costs, determine the increased or decreased cost to the Government for fixed-price contracts and subcontracts as follows:

(i) When the negotiated contract or subcontract price exceeds what the negotiated price would have been had the Contractor used a compliant practice, the difference is increased cost to the Government.

(ii) When the negotiated contract or subcontract price is less than what the negotiated price would have been had the Contractor used a compliant practice, the difference is decreased cost to the Government.

(3) For noncompliances that involve accumulating costs, determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:

(i) When the costs that were accumulated under the noncompliant practice exceed the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is increased cost to the Government.

(ii) When the costs that were accumulated under the noncompliant practice are less than the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is decreased cost to the Government.

(4) Calculate the total increase or decrease in contract and subcontracts incentives, fees, and profits associated with the increased or decreased cost to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the Contractor used a compliant practice.

(5) Calculate the increased cost to the Government in the aggregate.

(j) If the Contractor does not submit the information required by paragraph (b) or (c) of this clause within the specified time, or any extension granted by the CFAO, the CFAO may take one or both of the following actions:

(1) Withhold an amount not to exceed 10 percent of each subsequent amount payment to the Contractor's affected CAS-covered contracts, (up to the estimated general dollar magnitude of the cost impact), until such time as the Contractor provides the required information to the CFAO.

(2) Issue a final decision in accordance with FAR 33.211 and unilaterally adjust the contract(s) by the estimated amount of the cost impact.

(k) Agree to--

(1) Contract modifications to reflect adjustments required in accordance with paragraph (a)(4)(ii) or (a)(5) of the clauses at FAR 52.230-2 and 52.230-5; or with paragraph (a)(3)(i) or (a)(4) of the clause at FAR 52.230-3; and

(2) Repay the Government for any aggregate increased cost paid to the Contractor.

(l) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5--

(1) So state in the body of the subcontract, in the letter of award, or in both (do not use self-deleting clauses);

(2) Include the substance of this clause in all negotiated subcontracts; and

(3) Within 30 days after award of the subcontract, submit the following information to the Contractor's CFAO:

(i) Subcontractor's name and subcontract number.

(ii) Dollar amount and date of award.

(iii) Name of Contractor making the award.

(m) Notify the CFAO in writing of any adjustments required to subcontracts under this contract and agree to an adjustment to this contract price or estimated cost and fee. The Contractor shall—

(1) Provide this notice within 30 days after the Contractor receives the proposed subcontract adjustments; and

(2) Include a proposal for adjusting the higher-tier subcontract or the contract appropriately.

(n) For subcontracts containing the clause or substance of the clause at FAR 52.230-2, FAR 52.230-3, or FAR 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

(End of clause)

PERSCRIPTION: Insert in contracts containing any of the clauses prescribed in FAR 30.201-4 (a), (b), or (e): 52.230-2, 52.230-3, 52.230-5. The clause specifies rules for administering CAS requirements and procedures to be followed in cases of failure to comply.

REFERENCE: FAR 30.201-4(d)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.232-12 ADVANCE PAYMENTS (MAY 2001)

(a) *Requirements for payment*. Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, _____ [*insert the name of the office designated under agency procedures*], or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed $ _____. If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) *Special account*. Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special account with the _____ [*insert the name of the financial institution*]. None of the funds in the special account shall be mingled with other funds of the Contractor. Withdrawals from the special account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.

(c) *Use of funds*. The Contractor may withdraw funds from the special bank account only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Other withdrawals require approval in writing by the administering office. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of Part 31 of the Federal Acquisition Regulation.

(d) *Repayment to the Government*. At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) above. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.

(e) *Maximum payment*. When the sum of all unliquidated advance payments, unpaid interest charges, and other payments exceed _____ percent of the contract price, the Government shall withhold further payments to the Contractor. On completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and all interest charges payable. If previous payments to the Contractor exceed the amount due, the excess amount shall be paid to the Government on demand. For purposes of this paragraph, the contract price shall be considered to be the stated contract price of $ _____, less any subsequent price reductions under the contract, plus
(1) any price increases resulting from any terms of this contract for price redetermination or escalation, and
(2) any other price increases that do not, in the aggregate, exceed $ _____ [*insert an amount not higher than 10 percent of the stated contract amount inserted in this paragraph*]. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) *Interest*. (1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in subparagraph (f)(3) below. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge--
(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check;
(ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer; and
(iii) Liquidations by deductions from Government payments to the Contractor shall be considered as decreasing the unliquidated balance as of the date of the check for the reduced payment.
(2) Interest charges resulting from the monthly computation shall be deducted from payments, other than advance payments, due the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon satisfactory completion or termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.
(3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of

(i) the published prime rate of the financial institution (depository) in which the special bank account is established or
(ii) the rate established by the Secretary of the Treasury under Pub.L.92-41 (50 U.S.C. App. 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.
(4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

(g) *Financial institution agreement*. Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the financial institution in which the special account is established, clearly setting forth the special character of the account and the responsibilities of the financial institution under the account. The Contractor shall select a financial institution that is a member bank of the Federal Reserve System, an "insured" bank within the meaning the Federal Deposit Insurance Corporation Act (12 U.S.C.1811), or a credit union insured by the National Credit Union Administration.

(h) *Lien on special account*. The Government shall have a lien upon any balance in the special account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.

(i) *Lien on property under contract*. (1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.
(2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.
(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.
(4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that--
(i) The termination inventory is sold or retained; and
(ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(j) *Insurance*. (1) The Contractor maintain with responsible insurance carriers--
(i) Insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality;
(ii) Adequate insurance against liability on account of damage to persons or property; and
(iii) Adequate insurance under all applicable workers' compensation laws.
(2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the contractor shall-
(i) Maintain this insurance;
(ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and
(iii) Furnish any evidence with respect to its insurance that the administering office may require.

(k) *Default*. (1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special account and further payments on this contract:
(i) Termination of this contract for a fault of the Contractor.
(ii) A finding by the administering office that the Contractor has failed to--
(A) Observe any of the conditions of the advance payment terms;
(B) Comply with any material term of this contract;
(C) Make progress or maintain a financial condition adequate for performance of this contract;
(D) Limit inventory allocated to this contract to reasonable requirements; or
(E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.
(iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.

(iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special account.
(v) The commission of an act of bankruptcy.
(2) If any of the events described in subparagraph (1) above continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:
(i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.
(ii) Charge interest, in the manner prescribed in paragraph (f) above, on outstanding advance payments during the period of any event described in subparagraph (k)(1) above.
(iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.
(iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.
(3) The Government may take any of the actions described in subparagraphs (k)(1) and (2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.

(l) *Prohibition against assignment*. Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.

(m) *Information and access to records*. The Contractor shall furnish to the administering office
(1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special account in the form prescribed by the administering office; and
(2) if requested, other information concerning the operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.

(n) *Other security*. The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.

(o) *Representations and warranties*. The Contractor represents the following:
(1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.
(2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.
(3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.
(4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.
(5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.
(6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.
(7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.
(8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(p) *Covenants*. To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not--
(1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;
(2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;
(3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as

required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;
(4) Sell, convey, or lease all or a substantial part of its assets;
(5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;
(6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;
(7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;
(8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over $ _____ a year;
(9) Change substantially the management, ownership, or control of the corporation;
(10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;
(11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;
(12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;
(13) Make or covenant for capital expenditures exceeding $ _____ in total;
(14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than $ _____; or
(15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:

_____
_____
_____

[*List the pertinent obligations*]

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts under which the Government will provide advance payments, except as provided in FAR 32.412(b).

REFERENCE: FAR 32.412(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.232-12 ADVANCE PAYMENTS (MAY 2001)--ALTERNATE I (APR 1984)

If the agency desires to waive the countersignature requirement because of the Contractor's financial strength, good performance record, and favorable experience concerning cost disallowances, add the following sentence, if appropriate, to paragraph (b) of the basic clause:

However, for this contract, countersignature on behalf of the Government will not be required unless it is determined necessary by the administering office.

(End of Alternate I)

PRESCRIPTION: Use with basic clause, if agency waives counter signature requirement.

REFERENCE: FAR 32.412(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.232-12 ADVANCE PAYMENTS (MAY 2001)--ALTERNATE II (MAY 2001)

If used in a cost-reimbursement contract, substitute the following paragraphs (c) and (e), and subparagraphs (f)(1) and (f)(2) for paragraphs (c) and (e) and subparagraphs (f)(1) and (2) of the basic clause:

(c) *Use of funds*. The Contractor shall withdraw funds from the special account only to pay for allowable costs as prescribed by the _____ clause of this contract. Payment for any other types of expenses shall be approved in writing by the administering office.

* * * * *

(e) *Maximum payment*. When the sum of all unliquidated advance payments, unpaid interest charges, and other payments equal the total estimated cost of $_____ (not including fixed-fee, if any) for the work under this contract, the Government shall withhold further payments to the Contractor. Upon completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and interest charges payable. The Contractor shall pay any deficiency to the Government upon demand. For purposes of this paragraph, the estimated cost shall be considered to be the stated estimated cost, less any subsequent reductions of the estimated cost, plus any increases in the estimated costs that do not, in the aggregate, exceed $ _____ [*Insert an amount not higher than 10 percent of the stated estimated cost inserted in this paragraph*]. The estimated cost shall include, without limitation, any reimbursable cost (as estimated by the Contracting Officer) incident to a termination for the convenience of the Government. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) *Interest*. (1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in subparagraph (f)(3) below. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge, the following shall be observed:
(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check.
(ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer.
(iii) Liquidations by deductions from payments to the Contractor shall be considered as decreasing the unliquidated balance as of the dates on which the Contractor presents to the Contracting Officer full and accurate data for the preparation of each voucher. Credits resulting from these deductions shall be made upon the approval of the reimbursement vouchers by the Disbursing Officer, based upon the Contracting Officer's certification of the applicable dates.
(2) Interest charges resulting from the monthly computation shall be deducted from any payments on account of the fixed-fee due to the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments of the contract price or fixed-fee. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon
(i) satisfactory completion or
(ii) termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.

(End of Alternate II)

PRESCRIPTION: Use with basic clause, if a cost-reimbursement contract is contemplated.

REFERENCE: FAR 32.412(c)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.232-12 ADVANCE PAYMENTS (MAY 2001)--ALTERNATE III (APR 1984)

If the agency considers a more rapid liquidation appropriate, add the following sentence as the first sentence of paragraph (e) of the basic clause with the appropriate percentage specified:

To liquidate the principal amount of any advance payment made to the Contractor, there shall be deductions of _____ percent from all payments made by the Government under the contracts involved.

(End of Alternate III)

PRESCRIPTION: Use with basic clause, if agency considers a more rapid liquidation appropriate.

REFERENCE: FAR 32.412(d)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.232-12 ADVANCE PAYMENTS (MAY 2001)--ALTERNATE IV (APR 1984)

If the agency provides advance payments under the contract at no interest to the prime contractor, add the following sentences as the beginning sentences of paragraph (f) of the clause:

No interest shall be charged to the prime Contractor for advance payments except for interest charged during a period of default. The terms of this paragraph concerning interest charges for advance payments shall not apply to the prime Contractor.

(End of Alternate IV)

PRESCRIPTION: Use with basic clause, if agency provides advance payments at no interest to the prime contractor.

REFERENCE: FAR 32.412(e)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.232-12 ADVANCE PAYMENTS (MAY 2001)--ALTERNATE V (MAY 2001)

If the requirement for a special account is eliminated in accordance with 32.409-3(e) or (g), insert the clause set forth below instead of the basic clause.

If this Alternate is used in combination with Alternate II, disregard the instructions concerning paragraph (c), Use of funds, in Alternate II; substitute paragraph (e), Maximum payment, in Alternate II for paragraph (d) below; and substitute paragraph (f), Interest, in Alternate II for paragraph (e) below and change the reference to paragraph (f)(3) in the first sentence of paragraph (f) of Alternate II to (e)(3).

If this Alternate is used in combination with Alternate III, insert the additional sentence set forth in Alternate III as the first sentence of paragraph (d) of this Alternate.

If this Alternate is used in combination with Alternate IV, insert the additional sentences set forth in Alternate IV as the beginning sentences of paragraph (e) of this Alternate.

ADVANCE PAYMENTS WITHOUT SPECIAL ACCOUNT (MAY 2001)

(a) *Requirements for payment*. Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the contractor, and approval by the administering office, _____ [*insert the name of the office designated under agency procedures*], or
(2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed $ _____. If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) *Use of funds*. The Contractor may use advance payment funds only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of Part 31 of the Federal Acquisition Regulation.

(c) *Repayment to the Government*. At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) of this clause.

(d) *Maximum payment*. When the sum of all unliquidated advance payments, unpaid interest charges, and other payments exceed ___ percent of the contract price, the Government shall withhold further payments to the Contractor. On completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and all interest charges payable. If previous payments to the Contractor exceed the amount due, the excess amount shall be paid to the Government on demand. For purposes of this paragraph, the contract price shall be considered to be the stated contract price of $_____, less any subsequent price reductions under the contract, plus
(1) any price increases resulting from any terms of this contract for price redetermination or escalation, and
(2) any other price increases that do not, in the aggregate, exceed $ _____ [*insert an amount not higher than 10 percent of the stated contract amount inserted in this paragraph*]. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(e) *Interest*. (1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate in subparagraph (e)(3) of this clause. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge--
(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check;
(ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer; and
(iii) Liquidations by deductions from Government payments to the Contractor shall be considered as decreasing the unliquidated balance as of the date of the check for the reduced payment.
(2) Interest charges resulting from the monthly computation shall be deducted from payments, other than advance payments, due the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon satisfactory completion or termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest

to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors, for experimental, developmental, or research work.
(3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the rate established by the Secretary of the Treasury under Pub.L.92-41 (50 U.S.C. App., 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rate.
(4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

(f) *Lien on property under contract*. (1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.
(2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.
(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.
(4) If, under the termination clause, the Contracting Officer authorizes the contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that--
(i) The termination inventory is sold or retained; and
(ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(g) *Insurance*. (1) The Contractor shall maintain with responsible insurance carriers--
(i) Insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality;
(ii) Adequate insurance against liability on account of damage to persons or property; and
(iii) Adequate insurance under all applicable workers' compensation laws.
(2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall--
(i) Maintain this insurance;
(ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (f) of this clause; and
(iii) Furnish any evidence with respect to its insurance that the administering office may require.

(h) *Default*. (1) If any of the following events occur, the Government may, by written notice to the Contractor, withhold further payments on this contract:
(i) Termination of this contract for a fault of the Contractor.
(ii) A finding by the administering office that the Contractor has failed to--
(A) Observe any of the conditions of the advance payment terms;
(B) Comply with any material term of this contract;
(C) Make progress or maintain a financial condition adequate for performance of this contract;
(D) Limit inventory allocated to this contract to reasonable requirements; or
(E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.
(iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.
(iv) The commission of an act of bankruptcy.
(2) If any of the events described in subparagraph (h)(1) of this clause continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:
(i) Charge interest, in the manner prescribed in paragraph (e) of this clause, on outstanding advance payments during the period of any event described in subparagraph (h)(1) of this clause.
(ii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.
(iii) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net

proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.
(3) The Government may take any of the actions described in subparagraphs (h)(1) and (h)(2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.

(i) *Prohibition against assignment*. Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.

(j) *Information and access to records*. The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements, and,
(2) if requested, other information concerning the operation of the contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.

(k) *Other security*. The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.

(l) *Representations*. The Contractor represents the following:
(1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.
(2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.
(3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.
(4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.
(5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.
(6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.
(7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.
(8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(m) *Covenants*. To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not--
(1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;
(2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;
(3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;
(4) Sell, convey, or lease all or a substantial part of its assets;
(5) Acquire for value the stock or other securities of any corporation, municipality, or Governmental authority, except direct obligations of the United States;
(6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;
(7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;
(8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office, accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government, or employ any person at a rate of compensation over $_____ a year;
(9) Change substantially the management, ownership, or control of the corporation;

(10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;
(11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;
(12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;
(13) Make or covenant for capital expenditures exceeding $_____ in total;
(14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than $_____; or
(15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:

_____

_____

_____

[*List the pertinent obligations*]

(End of Alternate V)

PRESCRIPTION: Insert in the solicitation or contract, the clause set forth in this Alternate V instead of the basic clause, if the requirement for a special bank account is eliminated in accordance with FAR 32.409-3(e) or (g).

REFERENCE: FAR 32.412(f)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.232-16 PROGRESS PAYMENTS (APR 2003)--ALTERNATE II (APR 2003)

If the contract is a letter contract, add paragraphs (n) and (o) to the basic clause. The amount specified in paragraph (o) shall not exceed 80 percent of the maximum liability of the Government under the letter contract. The contracting officer may specify separate limits for separate parts of the work.

(n) The contracting officer will liquidate progress payments made under this letter contract shall, unless previously liquidated under paragraph (b) of this clause, using the following procedures:
(1) If this letter contract is superseded by a definitive contract, unliquidated progress payments made under this letter contract shall be liquidated by deducting the amount from the first progress or other payments made under the definitive contract.
(2) If this letter contract is not superseded by a definitive contract calling for the furnishing of all or part of the articles or services covered under the letter contract, unliquidated progress payments made under the letter contract shall be liquidated by deduction from the amount payable under the Termination clause.
(3) If this letter contract is partly terminated and partly superseded by a contract, the Government shall allocate the unliquidated progress payments to the terminated and unterminated portions as the Government deems equitable, and will liquidate each portion under the relevant procedure in subparagraphs (n)(1) and (n)(2) of this clause.
(4) If the method of liquidating progress payments provided in this clause does not result in full liquidation, the Contractor shall immediately pay the unliquidated balance to the Government on demand.

(o) The amount of unliquidated progress payments shall not exceed _____ [*Contracting officer to specify dollar amount*].

(End of Alternate II)

PRESCRIPTION: If the contract is a letter contract, use the basic FAR 52.232-16 “Progress Payments” clause with Alternate II.

REFERENCE: FAR 32.502-4(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond _____ [*Contracting officer shall insert date*]. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____ [*Contracting officer shall insert date*] , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts if a one-year indefinite-quantity or requirements contract for services is contemplated and contract (a) is funded by annual appropriations and (b) is to extend beyond the initial fiscal year (see FAR 32.703-2).

REFERENCE: FAR 32.705-1(b) and 32.703-2(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.232-29 TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS (FEB 2002)

(a) *Contractor entitlement to financing payments*. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) *Special terms regarding termination for cause*. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions--Commercial Items.

(c) *Security for Government financing*. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) *Reservation of rights*. (1) No payment or other action by the Government under this clause shall--
(i) Excuse the Contractor from performance of obligations under this contract; or
(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
(2) The Government's rights and remedies under this clause--
(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) *Content of Contractor's request for financing payment*. The Contractor's request for financing payment shall contain the following:
(1) The name and address of the Contractor;
(2) The date of the request for financing payment;
(3) The contract number and/or other identifier of the contract or order under which the request is made; and
(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) *Limitation on frequency of financing payments*. Contractor financing payments shall be provided no more frequently than monthly.

(g) *Dates for payment*. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) *Conflict between terms of offeror and clause*. In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

PRESCRIPTION: Insert this clause if commercial item (see FAR Part 12) purchase financing is authorized (see FAR Subpart 32.2).

REFERENCE: FAR 32.206(b)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.232-32 -- PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) *Amount of payments and limitations on payments*. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment*. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the _____ *[Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"*] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's—

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.,* noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.,* the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss*. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls*. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access*. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default*. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall—

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause—

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment*. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification*. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

PRESCRIPTION: Insert the following clause in—Solicitations that may result in contracts providing for performance-based payments; and Fixed-price contracts under which the Government will provide performance-based payments.

NOTE: As specified in FAR 32.007(a)(3), agency heads may authorize contracting officers to prescribe for subparagraph (c)(2) shorter periods for payment based on contract pricing or administrative considerations.

REFERENCE: FAR 32.1005

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.232-99, PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

The contracting officer shall insert the following clause in all solicitations and resultant contracts.

PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION 2012-00014) (August 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

PRESCRIPTION: This clause shall be insert in all new solicitations and resultant contracts and, to the extent feasible, modify existing solicitations to insert this clause.

NOTE: As specified in OMB Policy Memorandum M-12-16, contracting officers shall insert the clause at 52.232-99 (DEVIATION)(August 2012) in all new solicitations and resultant contracts after the date th is deviation is signed and, to the

extent feasib le, modify existing sol icitations to insert the clause at 52.232-99 (DEVIATION). Contracting officers may amend existing contracts to insert this clause in accordance with FAR 1.1 08(d).

REFERENCE: OMB Policy Memorandum M-12-16

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)

(a) Definitions.
"Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).
"Title III project contractor" means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright-Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

PRESCRIPTION: Insert in all contracts for major systems and items of supply.

REFERENCE: FAR 34.104

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

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

(b) *Notice*. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within _____ (*to be negotiated*) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--
(1) The date, nature, and circumstances of the conduct regarded as a change;
(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
(3) The identification of any documents and the substance of any oral communication involved in such conduct;
(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
(i) What contract line items have been or may be affected by the alleged change;
(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

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

(d) Government response. The Contracting Officer shall promptly, within. _____ (*to be negotiated*) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
(2) Countermand any communication regarded as a change;
(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
(4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments*. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--
(i) In the contract price or delivery schedule or both; and
(ii) In such other provisions of the contract as may be affected.
(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete

or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

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

(End of clause)

PRESCRIPTION: May insert a clause substantially the same as this FAR 52.243-7 clause in solicitations and contracts, primarily in negotiated research and development or supply contracts for the acquisition of major weapon systems or principal subsystems. If the contract amount is expected to be less than $1,000,000, the clause shall not be used, unless the contracting officer anticipates that situations will arise that may result in a contractor alleging that the Government has effected changes other than those identified as such in writing and signed by the contracting officer.

REFERENCE: FAR 43.107

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.244-2 -- SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

Any subcontract that was not initially proposed over the simplified acquisition threshold regardless of whether the prime contractor(s) have an approved purchasing system requires the written consent of the Contracting Officer in advance.

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____
_____

(End of Clause)

PRESCRIPTION:

This SPAWAR variation of the FAR clause includes the standard paragraph (d) fill-in text required by SPAWARNOTICE 4200
44.204 Contract clauses.
(a)(1) The contracting officer shall insert the clause at 52.244-2, Subcontracts, in solicitations and contracts when contemplating--
(i) A cost-reimbursement contract;

(ii) A letter contract that exceeds the simplified acquisition threshold;
(iii) A fixed-price contract that exceeds the simplified acquisition threshold under which unpriced contract actions (including unpriced modifications or unpriced delivery orders) are anticipated,
(iv) A time-and-materials contract that exceeds the simplified acquisition threshold; or
(v) A labor-hour contract that exceeds the simplified acquisition threshold.

REFERENCE: FAR 44.204(a)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.244-2 SUBCONTRACTS - *ALTERNATE I (JUN 2007)*

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(End of Alternate I)

PRESCRIPTION: Substitute the ABOVE paragraph (e)(2) for paragraph (e)(2) of the basic clause: If a cost-reimbursement contract is contemplated, for civilian agencies other than the Coast Guard and the National Aeronautics and Space Administration, the contracting officer shall use the clause with its Alternate I.

REFERENCE: FAR 44.204(a)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.245-2 -- GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (AUG 2010)

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

(b) The Government bears no responsibility for repair or replacement of any lost, stolen, damaged or destroyed Government property. If any or all of the Government property is lost, stolen, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

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

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

(e) Government property provided under this clause:

_____

_____

_____

(End of Clause)

PRESCRIPTION: Insert in service contracts to be performed on a Government installation when Government furnished property will be provided for initial provisioning only and the Government is not responsible for repair or replacement.

REFERENCE: FAR 45.107(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.245-9 -- USE AND CHARGES (AUG 2010)

(a) *Definitions.* Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

"Rental period" means the calendar period during which Government property is made available for nongovernmental purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property.* The Contractor may use the Government property without charge in the performance of—

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract—

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental.* If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) *General.*

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) *Rental charge.—*

(1) *Real property and associated fixtures.*

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) *Rental payments.*

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in the contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the *Federal Register* semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms

(g) *Use revocation.* At any time during the rental period the Government may revoke nongovernmental use authorization and require the Contractor, at he Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use.* The unauthorized use of Government property can subject a person to fines, imprisonment, or both under 18 U.S.C. 641.

(End of Clause)

PRESCRIPTION: Insert in solicitations and contracts when the clause at 52.245-1, Government Property is included.

REFERENCE: 45.107(c)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

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

(a) *Definitions*.
"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.
"Supplies" means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) *Contractor's obligations*.
(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for _____ [*Contracting officer shall state the specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time*] --
(i) All supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; and
(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.
(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.
(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. This warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.
(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) *Remedies available to the Government*.
(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within _____ [*Contracting officer shall insert specific period of time in which notice shall be given to the Contractor; e.g., "45 days of the last delivery under this contract;" or "45 days after discovery of the defect"*].
(2) Within a reasonable time after the notice, the Contracting Officer may either--
(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking (that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or
(ii) Retain such supplies and reduce the contact price by an amount equitable under the circumstances.
(3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of suppliers or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--
(A) May, for sampling purposes, group any supplies delivered under this contract;
(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; *provided*, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.
(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:
(A) Require an equitable adjustment in the contract price for any group of supplies.
(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.
(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.
(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

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

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

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

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

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

(End of clause)

PRESCRIPTION: May insert in solicitations and contracts a clause substantially the same as the FAR 52.246-17 clause for non-complex items when a fixed-price supply contract is contemplated and the use of a warranty clause has been approved by the Chief of the Contracting Office.

NOTE: If the contractor's design rather than the Government's design is to be used, insert the word "design" before "material" in paragraph (b)(1)(i).

REFERENCE: FAR 46.710(a)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)--ALTERNATE II (APR 1984)

If it is desirable to specify that necessary transportation incident to correction or replacement will be at the Government's expense (as might be the case if, for example, the cost of a warranty would otherwise be prohibitive), substitute a paragraph substantially the same as the following paragraph (b)(2) for paragraph (b)(2) of the basic clause:

(b) (2) If correction or replacement is required and transportation of supplies in connection with correction or replacement is necessary, transportation charges and responsibility for the supplies while in transit shall be borne by the Government.

(End of Alternate II)

PRESCRIPTION: Use with basic clause if it is desirable to specify that necessary transportation incident to correction or replacement will be at Government expense.

NOTE: If the contractor's design rather than the Government's design is to be used, insert the word "design" before "material" in paragraph (b)(1)(i) in the basic clause.

REFERENCE: FAR 46.710(a)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)--ALTERNATE III (APR 1984)

If the supplies cannot be obtained from another source, substitute a paragraph substantially the same as the following paragraph (c)(4) for paragraph (c)(4) of the basic clause:

(c) (4) If the Contractor does not agree as to responsibility to correct or replace the supplies delivered, the Contractor shall nevertheless proceed in accordance with the written request issued by the Contracting Officer under paragraph (c)(2) of this clause to correct or replace the defective or nonconforming supplies. In the event it is later determined that the supplies were not defective or nonconforming within the terms and conditions of this clause, the contract price will be equitably adjusted.

(End of Alternate III)

PRESCRIPTION: Use with basic clause if the supplies cannot be obtained from another source.

NOTE: If the contractor's design rather than the Government's design is to be used, insert the word "design" before "material" in paragraph (b)(1)(i) of the basic clause.

REFERENCE: FAR 46.710(a)(3)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)--ALTERNATE IV (APR 1984)

If a fixed-price incentive contract is contemplated, add a paragraph substantially the same as the following paragraph(c)(6) to the basic clause:

(c) (6) All costs incurred or estimated to be incurred by the Contractor in complying with this clause shall be considered when negotiating the total final price under the Incentive Price Revision clause of this contract. After establishment of the total final price, Contractor compliance with this clause shall be at no increase in the total final price. Any equitable adjustment made under paragraph (c)(2) of this clause shall be governed by the paragraph entitled "Equitable Adjustments Under Other Clauses" in the Incentive Price Revision clause of this contract.

(End of Alternate IV)

PRESCRIPTION: Use with basic clause if a fixed-price incentive contract is contemplated.

NOTE: If the contractor's design rather than the Government's design is to be used, insert the word "design" before "material" in paragraph (b)(1)(i) of the basic clause.

REFERENCE: FAR 46.710(a)(4)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)--ALTERNATE V (APR 1984)

If it is anticipated that recovery of the warranted item will involve considerable Government expense for disassembly and/or reassembly of larger items, add a paragraph substantially the same as the following paragraph (c)(6) to the basic clause. Redesignate the additional paragraph as "(c)(7)" if Alternate IV is also being used.

(c) (6) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

(End of Alternate V)

PRESCRIPTION: Use with basic clause if it is anticipated that recovery of the warranted items will involve considerable Government expenses for disassembly and/or reassembly of larger items. Paragraph (c)(6) will be added to the basic clause. Redesignate the additional paragraph as (c)(7) if Alternate IV is also being used.

NOTE: If the contractor's design rather than the Government's design is to be used, insert the word "design" before "material" in paragraph (b)(1)(i) of the basic clause.

REFERENCE: FAR 46.710(a)(5)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001)

(a) *Definitions*.
"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.
"Supplies" means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) *Contractor's obligations*.

(1) The Contractor warrants that for _____ [*Contract Officer shall state the specific warranty period after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time*] all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; *provided, however*, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

(2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

(5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return.

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

(c) *Remedies available to the Government*.

(1) In the event of a breach of the Contractor's warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price--

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within _____ [*Contracting officer shall insert specific period of time in which notice shall be given to the Contractor; e.g., '45 days of the last delivery under this contract"; or "45 days after discovery of the defect."*]. The Contractor shall submit to the Contracting Officer a written recommendation within _____ [*Contracting officer shall insert period of time*] as to the corrective action required to remedy the breach. After the notice of breach, but not later than_____ [*Contracting officer shall insert period within which the warranty remedies should be exercised*] after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be _____ [*Contracting officer shall insert period within which the Contractor must be notified of a breach to corrected or replaced supplies*] from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for _____ [*Contracting officer shall insert period within which the Contractor must be notified of a breach of warranty as to corrected or replaced supplies*] thereafter.

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

(End of clause)

PRESCRIPTION: May insert in solicitations and contracts a clause substantially the same as the FAR 52.246-18 clause for deliverable complex items when a fixed-price supply or research and development contract is contemplated and the use of a warranty clause has been approved by the Chief of the Contracting Office.

NOTE: If the contractor's design rather than the Government's design is to be used, insert the word 'design' before 'material' in paragraph (b)(1).

REFERENCE: FAR 46.710(b)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001)--ALTERNATE II (APR 1984)

If it is desirable to specify that necessary transportation incident to correction or replacement will be at the Government's expense (as might be the case if, for example, the cost of a warranty would otherwise be prohibitive), substitute a paragraph substantially the same as the following paragraph (b)(5) for paragraph (b)(5) of the basic clause:

(5) If correction or replacement is required and transportation of supplies in connection with correction or replacement is necessary, transportation charges and responsibility for the supplies while in transit shall be borne by the Government.

(End of Alternate II)

PRESCRIPTION: Use with basic clause if it is desirable to specify that necessary transportation incident to correction or replacement will be at Government expense.

NOTE: If the contractor's design rather than the Government's design is to be used, insert the word "design" before "material" in paragraph (b)(1) of the basic clause.

REFERENCE: FAR 46.710(b)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001)--ALTERNATE III (APR 1984)

If a fixed-price incentive contract is contemplated, add a paragraph substantially the same as the following paragraph (c)(6) to the basic clause:

(6) All costs incurred or estimated to be incurred by the Contractor in complying with this clause shall be considered when negotiating the total final price under the Incentive Price Revision clause of this contract. After establishment of the total final price, Contractor compliance with this clause shall be at no increase in the total final price. Any equitable adjustments made under paragraph (c)(2) of this clause shall be governed by the paragraph entitled "Equitable Adjustments Under Other Clauses" in the Incentive Price Revision clause of this contract.

(End of Alternate III)

PRESCRIPTION: Use with basic clause when a fixed-price incentive contract is contemplated.

NOTE: If the contractor's design rather than the Government's design is to be used, insert the word "design" before "material" in paragraph (b)(1) of the basic clause.

REFERENCE: FAR 46.710(b)(3)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001)--ALTERNATE IV (APR 1984)

If it is anticipated that recovery of the warranted item will involve considerable Government expense for disassembly and/or reassembly of larger items, add a paragraph substantially the same as the following paragraph (c)(6) to the basic clause. Redesignate the additional paragraph as "(c)(7)" if Alternate III is also used:

(6) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

(End of Alternate IV)

PRESCRIPTION: Use with basic clause if it is anticipated that recovery of the warranted items will involve considerable Government expense for disassembly and/or reassembly of larger items. Paragraph (c)(6) will replace paragraph (c)(6) of the basic clause. If Alternate III is also used, the above paragraph will be redesignated as (c)(7).

NOTE: If the contractor's design rather than the Government's design is to be used, insert the word "design" before "material" in paragraph (b)(1) of the basic clause.

REFERENCE: FAR 46.710(b)(4)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001)

(a) *Definitions*.
"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.
"Defect" means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.
"Supplies" means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also means "data."

(b) *Contractor's obligations*. (1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor _____ [*Contracting officer shall state the warranty period; e.g., "at the time of delivery;" "within 45 days after delivery;" or the specified event whose occurrence will terminate the warranty period; e.g., number of miles or hours of use, or combination of any applicable events or periods of time*.].

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall--
(i) promptly correct the defect; or
(ii) promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect in writing within ____ [*Contracting officer shall insert the specific period of time in which notice shall be given to the Contractor; e.g., "30 days after delivery of the nonconforming supplies;" "90 days after the last delivery under this contract;" or "90 days after discovery of the defect."*]. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within ____ [*Contracting officer shall insert the period of time*] a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within _____ [*Contracting officer shall insert the period of time*] to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) *Remedies available to the Government*.

(1) The rights and remedies of the Government provided in this clause--

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within ____ [*Contracting officer shall insert the period of time*] after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at_____ [*Contracting officer shall insert locations where corrections may be performed*.].

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5) (i) The Contracting Officer shall give the Contractor a written notice as required in paragraph (c)(1)(ii) below, specifying any failure or refusal of the Contractor to--

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3)of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise--

(i) Obtain detailed recommendations for corrective action and either--

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

(End of clause)

PRESCRIPTION: May insert in solicitations and contracts a clause substantially the same as the FAR 52.246-19 clause when performance specifications or design are of major importance; a fixed-price supply, service, or research and development contract is contemplated; and the use of a warranty clause has been approved by the Chief of the Contracting Office.

REFERENCE: FAR 46.710(c)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001)--ALTERNATE I (APR 1984)

If it is desirable to specify that necessary transportation incident to correction or replacement will be at the Government's expense (as might be the case if, for example, the cost of a warranty would otherwise be prohibitive), substitute a paragraph substantially the same as the following paragraph (b)(9) for paragraph (b)(9) of the basic clause:

(9) If correction or replacement is required, and transportation of supplies in connection with correction or replacement is necessary, transportation charges and responsibility for the supplies while in transit shall be borne by the Government.

(End of Alternate I)

PRESCRIPTION: Use with basic clause if it is desirable to specify that necessary transportation incident to correction or replacement will be at Government expense. Paragraph (b)(9) will replace paragraph (b)(9) of the basic clause.

REFERENCE: FAR 46.710(c)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001)--ALTERNATE II (APR 1984)

If a fixed-price incentive contract is contemplated, add a paragraph substantially the same as the following paragraph (c)(7) to the basic clause:

(7) All costs incurred or estimated to be incurred by the Contractor in complying with this clause shall be considered when negotiating the total final price under the Incentive Price Revision clause of this contract. After establishment of the total final price, Contractor compliance with this clause shall be at no increase in the total final price. Any equitable adjustments made under paragraph (b)(6) of this clause shall be governed by the paragraph entitled "Equitable Adjustments Under Other Clauses" in the Incentive Price Revision clause of this contract.

(End of Alternate II)

PRESCRIPTION: Use with basic clause in a fixed-price incentive contract. Paragraph (c)(7) will replace paragraph (c)(7) of the basic clause.

REFERENCE: FAR 46.710(c)(3)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001)--ALTERNATE III (APR 1984)

If it is anticipated that recovery of the warranted item will involve considerable Government expense for disassembly and/or reassembly of larger items, add a paragraph substantially the same as the following paragraph (c)(7) to the basic clause. Redesignate the additional paragraph as "(c)(8)" if Alternate II is also being used:

(7) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

(End of Alternate III)

PRESCRIPTION: Use with basic clause if it is anticipated that recovery of the warranted items will involve considerable Government expense for disassembly and/or reassembly of larger items. Paragraph (c)(7) will replace paragraph (c)(7) of the basic clause.

NOTE: If contract is fixed price incentive and alternate II is used, the above paragraph will be redesignated as paragraph (c)(8).

REFERENCE: FAR 46.710(c)(4)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) *Definition*.
"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this con- tract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor _____ [*Contracting officer shall insert the specific period of time in which notice shall be given to Contractor (e.g., "within 30 days from the date of acceptance by the Government;" "within 1000 hours of use by the Government;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time*]. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

PRESCRIPTION: May be used in solicitations and contracts when a fixed-price contract for services is contemplated and the use of a warranty clause has been approved by the Chief of the Contracting Office; unless a clause substantially the same as the FAR 52.246-19 clause has been used.

REFERENCE: FAR 46.710(d)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.247-1 -- Commercial Bill of Lading Notations (Feb 2006)

As prescribed in 47.104-4, insert the following clause:

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:
(a) If the Government is shown as the consignor or the consignee, the annotation shall be:
Transportation is for the _____ *[name the specific agency]* and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.
(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:
Transportation is for the _____ *[name the specific agency]* and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. _____. This may be confirmed by contacting _____ *[Name and address of the contract administration office listed in the contract]*.

(End of Clause)

PRESCRIPTION: Insert the clause at 52.247-1, Commercial Bill of Lading Notations, in solicitations and contracts when the contracts will be –
(1) Cost-reimbursement contracts, including those that may involve the movement of household goods (see 47.104-3(b)); or
(2) Fixed-price f.o.b. origin contracts (other than contracts at or below the simplified acquisition threshold) (see 47.104-2(b) and 47.104-3).
(b) The contracting officer may insert the clause at 52.247-1, Commercial Bill of Lading Notations, in solicitations and contracts made at or below the simplified acquisition threshold when it is contemplated that the delivery terms will be f.o.b. origin.

REFERENCE: FAR 47.104-4
LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.247-66 RETURNABLE CYLINDERS (MAY 1994)

(a) Cylinder, referred to in this clause, is a pressure vessel designed for pressures higher than 40 psia and having a circular cross section excluding a portable tank, multi-tank car tank, cargo tank or tank car.

(b) Returnable cylinders shall remain the Contractor's property but shall be loaned without charge to the Government for a period of ____ days [*Contracting Officer shall insert number of days*] (hereafter referred to as loan period) following the day of delivery to the f.o.b. point specified in the contract. Any cylinder not returned within the loan period shall be charged a daily rental beginning with the first day after the loan period expires, to and including the day the cylinders are delivered to the Contractor (if the original delivery was f.o.b. origin) or are delivered or made available for delivery to the Contractor's designated carrier (if the original delivery was f.o.b. destination). The Government shall pay the Contractor a rental of $_____ [*Contracting Officer shall insert dollar amount for rental, after evaluation of offers*] per cylinder, per day, computed separately for cylinders by type, size, and capacity and for each point of delivery named in the contract. No rental shall accrue to the Contractor in excess of replacement value per cylinder specified in paragraph (c) of this clause.

(c) For each cylinder lost or damaged beyond repair while in the Government's possession, the Government shall pay to the Contractor the replacement value, less the allocable rental paid for that cylinder as follows:

_____

_____

[*Contracting Officer shall insert the cylinder types, sizes, capacities, and associated replacement values*.]

These cylinders shall become Government property.

(d) If any lost cylinder is located within _____ [*Contracting Officer shall insert number of days*] calendar days after payment by the Government, it may be returned to the Contractor by the Government, and the Contractor shall pay to the Government an amount equal to the replacement value, less rental computed in accordance with paragraph (b) of this clause, beginning at the expiration of the loan period specified in paragraph (b) of this clause, and continuing to the date on which the cylinder was delivered to the Contractor.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts whenever the contract involves the purchase of gas in contractor-furnished returnable cylinders and the contractor retains title to the cylinders.

REFERENCE: FAR 47.305-17

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.247-67 -- SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)
As prescribed in 47.103-2, insert the following clause:

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid –
(1) By the Contractor under a cost-reimbursement contract; and
(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
(c) Contractors shall submit the above referenced transportation documents to—

_____
_____
_____
[To be filled in by Contracting Officer]

(End of Clause)

PRESCRIPTION Complete and insert the in solicitations and contracts when a cost-reimbursement contract is contemplated and the contract or a first-tier cost-reimbursement subcontract there under will authorize reimbursement of transportation as a direct charge to the contract or subcontract.

REFERENCE: FAR 47.103-2

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.247-68 – Report of Shipment (REPSHIP)(FEB 2006)

As prescribed in 47.208-2, insert the following clause:
(a) *Definition*. Domestic destination, as used in this clause, means--
(1) A destination within the contiguous United States; or
(2) If shipment originates in Alaska or Hawaii, a destination in Alaska or Hawaii, respectively.
(b) Unless otherwise directed by the Contracting Officer, the Contractor shall--
(1) Send a prepaid notice of shipment to the consignee transportation officer--
(i) For all shipments of--
(A) Classified material, protected sensitive, and protected controlled material;
(B) Explosives and poisons, class 1, division 1.1, 1.2 and 1.3; class 2, division 2.3 and class 6, division 6.1;
(C) Radioactive materials requiring the use of a III bar label; or
(ii) When a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract, or private) for transportation to a domestic destination (other than a port for export);
(2) Transmits the notice by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment; and
(3) Send, to the receiving transportation officer, the bill of lading or letter or other document containing the following information and prominently identified as a "Report of Shipment" or "REPSHIP FOR T.O."
REPSHIP FOR T.O. 81 JUN 01
TRANSPORTATION OFFICER
DEFENSE DEPOT, MEMPHIS, TN.
SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1782 CUBE, VIA XX-YY*
IN CAR NO. XX 123456**-BL***-C98000031****CONTRACT DLA----------
ETA*****-JUNE 5 JONES & CO., JERSEY CITY, N.J.
*Name of rail carrier, trucker, or other carrier.
**Vehicle identification.
***Bill of lading.
****If not shipped by BL, identify lading document and state whether paid by contractor.
*****Estimated time of arrival.
(End of Clause)

PRESCRIPTION: 47.208-2 in solicitations and contracts when advance notice of shipment is required for safety or security reasons, or where carload or truckload shipments will be made to DoD installations or, as required, to civilian agency facilities.

REFERENCE: 47.208-2

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/ SECTION I CLAUSES

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

PRESCRIPTION: Insert the clause in solicitations and contracts that include any Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), or Navy Acquisition Procedures Supplement (NAPS) clause with an authorized deviation. Whenever any FAR, DFARS, or NAPS clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

REFERENCE: FAR 52.107(f)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010)

(a) *Definition.* "Export-controlled items," as used in this clause, 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:

(1) "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, and further defined in the ITAR, 22 CFR Part 120.

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations

regarding export-controlled items, including, but not limited to, the requirement for

contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions

relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) 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.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations,

including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App.

2401, *et seq.*);

(2) The Arms Export Control Act (22 U.S.C. 2751, *et seq*.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130);

and

(6) Executive Order 13222, as extended;

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

PRESCRIPTION: Use in all solicitations and contracts.

REFERENCE: DFARS 204.7305(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION H CLAUSES

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

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

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

Deliverable Item Precious Metal *	Quantity	(NSN and Nomenclature)

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

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

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

(End of clause)

PRESCRIPTION: Use in all solicitations and contracts except (1) when the contracting officer has determined that the required precious metals are not available from DSCP, (2) when the contracting officer knows that the items being acquired do not require precious metals in their manufacture; or (3) for acquisitions at or below the simplified acquisition threshold.

REFERENCE: DFARS 208.7305(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.209-7007 PROHIBITED FINANCIAL INTERESTS FOR LEAD SYSTEM INTEGRATORS (JUL 2009)

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

(1) "Lead system integrator" includes "lead system integrator with system responsibility" and "lead system integrator without system responsibility."

(2) "Lead system integrator with system responsibility" means a prime contractor for the development or production of a major system, if the prime contractor is not expected at the time of award to perform a substantial portion of the work on the system and the major subsystems.

(3) "Lead system integrator without system responsibility" means a prime contractor under a contract for the procurement of services, the primary purpose of which is to perform acquisition functions closely associated with inherently governmental functions (see section 7.503(d) of the Federal Acquisition Regulation) with respect to the development or production of a major system.

(b) *Limitations*. The Contracting Officer has determined that the Contractor meets the definition of lead system integrator with [ ] without [ ] system responsibility. Unless an exception is granted, the Contractor shall not have any direct financial interest in the development or construction of any individual system or element of any system of systems while performing lead system integrator functions in the acquisition of a major system by the Department of Defense under this contract.

(c) *Agreement*. The Contractor agrees that during performance of this contract it will not acquire any direct financial interest as described in paragraph (b) of this clause, or, if it does acquire or plan to acquire such interest, it will immediately notify the Contracting Officer. The Contractor further agrees to provide to the Contracting Officer all relevant information regarding the change in financial interests so that the Contracting Officer can determine whether an exception applies or whether the Contractor will be allowed to continue performance on this contract. If a direct financial interest cannot be avoided, eliminated, or mitigated to the Contracting Officer's satisfaction, the Contracting Officer may terminate this contract for default for the Contractor's material failure to comply with the terms and conditions of award or may take other remedial measures as appropriate in the Contracting Officer's sole discretion.

(d) Notwithstanding any other clause of this contract, if the Contracting Officer determines that the Contractor misrepresented its financial interests at the time of award or has violated the agreement in paragraph (c) of this clause, the Government may terminate this contract for default for the Contractor's material failure to comply with the terms and conditions of award or may take other remedial measures as appropriate in the Contracting Officer's sole discretion.

(e) This clause implements the requirements of 10 U.S.C. 2410p, as added by Section 807 of the National Defense Authorization Act for Fiscal Year 2007 (Pub. L. 109-364), and Section 802 of the National Defense Authorization Act for Fiscal Year 2008 (Pub. L. 110-181).

(End of clause)

PRESCRIPTION: Use in solicitations that include the provision at 252.209-7006; and in contracts when the contractor will fill the role of a lead system integrator for the acquisition of a major system.

REFERENCE: DFARS 209.570-4(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)

(a) Definitions.

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

(i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;

(ii) An unacceptable risk of personal injury or loss of life; or

(iii) An uncommanded engine shutdown that jeopardizes safety.

"Design control activity" means—

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

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

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

(i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or

(ii) An unacceptable risk of personal injury or loss of life.

(b) Identification of critical safety items. One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

_____

_____

_____

_____

(Insert additional lines as necessary)

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

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts when the acquisition includes one or more items designated by the design control activity as critical safety items.

REFERENCE: DFARS DFARS 209-270-5

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)

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

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.
"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.
"Government's unit acquisition cost" means—

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

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

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.
"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/ Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm.
"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.
“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) All delivered items for which the Government’s unit acquisition cost is $5,000 or more.

(ii) The following items for which the Government’s unit acquisition cost is less than $5,000:

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

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ____.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

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

(i) The encoded data elements (except issuing agency code) of the unique item identifier are 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.

(4) 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; 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 the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code—

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

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

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, 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, either as part of, or associated with, 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.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, 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 in accordance with the data submission procedures at
http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item 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).

(End of clause)

PRESCRIPTION: Use in solicitations and contracts that—
Require item identification and/or valuation, in accordance with 211.274-2 and 211.274-3 or that contain the clause at 252.211-7007 complete paragraph (c)(1)(ii) of the clause with the contract line, subline, or exhibit line item number and description of any item(s) below $5,000 in unit acquisition cost for which DoD unique item identification or a DoD recognized unique identification equivalent is required in accordance with 211.274-2(a)(2) or (3).
Complete paragraph (c)(1)(iii) of the clause with the applicable attachment number, when DoD unique item identification or a DoD recognized unique identification equivalent is required in accordance with 211.274-2(a)(4) for DoD serially managed subassemblies, components, or parts embedded within deliverable items.

Use the clause with its Alternate I if an exception in 211.274-2(b) applies; or if items are to be delivered to the Government and none of the criteria for placing a unique item identification mark applies.

REFERENCE: DFARS 211.274-5(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008) ALTERNATE I (DEC 2011)

(c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Government's unit acquisition cost,

(d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(End of clause)

PRESCRIPTION: Use the clause with its Alternate I if an exception in 211.274-2(b) applies; or if items are to be delivered to the Government and none of the criteria for placing a unique item identification mark applies.

delete paragraphs (c), (d), (e), (f), and (g) of the basic clause, and add the following paragraphs (c) and (d) to the basic clause:

REFERENCE: DFARS 211.274-5(a)(4)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY (NOV 2008)

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

"2D data matrix symbol" means the 2-dimensional Data Matrix ECC 200 as specified by International Standards Organization/International Electrotechnical Commission (ISO/IEC) Standard 16022: Information Technology – International Symbology Specification – Data Matrix.

"Acquisition cost," for Government-furnished equipment, means the amount identified in the contract, or in the absence of such identification, the item's fair market value.

"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; e.g., the enterprise identifier along with the contractor's property internal identification, i.e., tag number is recognized as the serial number; 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.

"Equipment" means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

"Government-furnished equipment" means an item of special tooling, special test equipment, or equipment, in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor (including subcontractors and alternate locations) for the performance of a contract.

"Item" means equipment, special tooling, or special test equipment, to include such equipment, special tooling, or special test equipment that is designated as serially managed, mission essential, sensitive, or controlled inventory (if previously identified as such in accordance with the terms and conditions of the contract).

"Item unique identification (IUID)" means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

"IUID Registry" means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property.

"Material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, or special test equipment.

"Reparable" means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

"Sensitive item" means an item potentially dangerous to public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

"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.

"Special test equipment" means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in performing a contract. It consists of items or assemblies of equipment including foundations and similar improvements necessary for installing special test equipment, and standard or general purpose items or components that are interconnected and interdependent so as to become a new functional entity for special testing purposes. Special test equipment

does not include material, special tooling, real property, or equipment items used for general testing purposes, or property that with relatively minor expense can be made suitable for general purpose use.

"Special tooling" means jigs, dies, fixtures, molds, patterns, taps, gauges, and all components of these items, including foundations and similar improvements necessary for installing special tooling, and which are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services. Special tooling does not include material, special test equipment, real property, equipment, machine tools, or similar capital items.

"Unique item identifier (UII)" means a set of data elements permanently marked on an item~~s~~ that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

"Virtual UII" means the UII data elements ~~for~~ assigned to an item that is not marked with a DoD compliant 2D data matrix symbol, e.g., enterprise identifier, part number, and serial number; or the enterprise identifier along with the Contractor's property internal identification, i.e., tag number.

(b) *Requirement for item unique identification of Government-furnished equipment*. Except as provided in paragraph (c) of this clause—

(1) Contractor accountability and management of Government-furnished equipment shall be performed at the item level; and]

(2) Unless provided by the Government, the Contractor shall establish a virtual] UII or a DoD recognized unique identification for items that are—

(i) Valued at $5,000 or more in unit acquisition cost; or

(ii) Valued at less than $5,000 in unit acquisition cost and are serially managed, mission essential, sensitive, or controlled inventory, as identified in accordance with the terms and conditions of the contract.

(c) *Exceptions*. Paragraph (b) of this clause does not apply to–

(1) Government-furnished material;

(2) Reparables;

(3) Contractor-acquired property;

(4) Property under any statutory leasing authority;

(5) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;

(6) Intellectual property or software; or

(7) Real property.

(d) *Procedures for establishing UIIs*. To permit reporting of virtual UIIs to the DoD IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii) of the Government Property clause of this contract (FAR 52.245-1):

(1) Parent UII.

(2) Concatenated UII.

(3) Received/Sent (shipped) date.

(4) Status code.

(5) Current part number (if different from the original part number).

(6) Current part number effective date.

(7) Category code ("E" for equipment).

(8) Contract number.

(9) Commercial and Government Entity (CAGE) code.

(10) Mark record.

(i) Bagged or tagged code (for items too small to individually tag or mark).

(ii) Contents (the type of information recorded on the item, e.g., item internal control number).

(iii) Effective date (date the mark is applied).

(iv) Added or removed code/flag.

(v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).

(vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.

(vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.

(viii) Value, e.g., actual text or data string that is recorded in its human readable form.

(ix) Set (used to group marks when multiple sets exist); for the purpose of this clause, this defaults to "one (1)".

(e) *Procedures for updating the DoD IUID Registry*. The Contractor shall update the DoD IUID Registry at https://www.bpn.gov/iuid for changes in status, mark, custody, or disposition of items

(1) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

(2) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(3) Disposed of; or

(4) Transferred to a follow-on or other contract.

(End of clause)

PRESCRIPTION: Use in solicitations and contracts that contain the clause at— (i) FAR 52.245-1, Government Property; or (ii) FAR 52.245-2, Government Property Installation Operation Services.

REFERENCE: DFARS 211.274-5(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2012)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

____ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ____ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) _____252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) ____ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) ____ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).

(5) ____ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) ____ 252.225-7001, Buy American and Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83, E.O. 10582).

(ii) ____Alternate I (OCT 2011) of 252.225-7001.

(7) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).

(9) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2012) (10 U.S.C. 2533a).

(10) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(11) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

(12) _____252.225-7017, Photovoltaic Devices (JUN 2012) (Section 846 of Pub. L. 111-383).

(13)(i) ____ 252.225-7021, Trade Agreements (JUN 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (OCT 2011) of 252.225-7021.

(iii) ____Alternate II (OCT 2011) of 252.225-7021.

(14) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(15) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(16)(i) ____ 252.225-7036, Buy American—Free Trade Agreements—Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

(ii)___ Alternate I (JUN 2012) of 252.225-7036.

(iii) ___ Alternate II (JUN 2012) of 252.225-7036.

(iv) ___ Alternate III (JUN 2012) of 252.225-7036.

(v) ___ Alternate IV (JUN 2012) of 252.225-7036.

(vi) ___ Alternate V (JUN 2012) of 252.225-7036.

(17) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(18) ____ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(19) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(20) ____252.227-7013, Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(21) ____ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).

(22) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c).

(23) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(25) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(26) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(27) ____252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(29)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(30) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(2) 252.227-7013, Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data—Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

PRESCRIPTION: Insert in all solicitations and contracts for commercial items, completing paragraphs (a) and (b), as appropriate.

REFERENCE: 212.301(f)(iii) and 227.7103-6(a) and (e)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

See DoD Class Deviation 2009-O0005, Commercial Item Omnibus Clauses for Acquisitions Using the Standard Procurement

System, issued on May 1, 2009. This deviation expires on April 30, 2014.

252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (SEP 2011)

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

(b) *Display of fraud hotline poster(s).*

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:
[Contracting Officer shall insert the appropriate DHS contact information or website.]

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed $5 million except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

PRESCRIPTION: Use the clause at 252.203-7004, Display of Fraud Hotline Poster(s), in lieu of the clause at FAR 52.203-14, Display of Hotline Poster(s). The clause is not applicable to commercial items or contracts performed entirely outside the United States, if the contract exceeds $5 million. If the Department of Homeland Security (DHS) provides disaster relief funds for the contract, DHS will provide information on how to obtain and display the DHS fraud hotline poster.

Contracting officer fill-in required

REFERENCE: DFARS 203.1004(b)(2)(ii)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.216-7000 ECONOMIC PRICE ADJUSTMENT--BASIC STEEL, ALUMINUM, BRASS, BRONZE, OR COPPER MILL PRODUCTS (MAR 2012)

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

"Established price" means a price which is an established catalog or market price for a commercial item sold in substantial quantities to the general public.

"Unit price" excludes any part of the price which reflects requirements for preservation, packaging, and packing beyond standard commercial practice.

(b) As represented by the Contractor in its offer, the unit price stated for _____*(Identify the item)* is not in excess of the Contractor's established price in effect on the date set for opening of bids (or the contract date if this is a negotiated contract) for like quantities of the same item. This price is the net price after applying any applicable standard trade discounts offered by the Contractor from its catalog, list, or schedule price.

(c) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any established price.

(1) Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased.

(2) This decrease shall apply to items delivered on or after the effective date of the decrease in the Contractor's established price.

(3) This contract shall be modified accordingly.

(d) If the Contractor's established price is increased after the date set for opening of bids (or the contract date if this is a negotiated contract), upon the Contractor's written request to the Contracting Officer, the corresponding contract unit price shall be increased by the same percentage that the established price is increased, and this contract shall be modified accordingly, provided—

(1) The aggregate of the increases in any contract unit price under this contract shall not exceed 10 percent of the original contract unit price;

(2) The increased contract unit price shall be effective on the effective date of the increase in the applicable established price if the Contractor's written request is received by the Contracting Officer within ten days of the change. If it is not, the effective date of the increased unit price shall be the date of receipt of the request by the Contracting Officer; and

(3) The increased contract unit price shall not apply to quantities scheduled for delivery before the effective date of the increased contract unit price unless the Contractor's failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause of this contract.

(4) The Contracting Officer shall not execute a modification incorporating an increase in a contract unit price under this clause until the increase is verified.

(e) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any portion of the contract affected by the requested increase and not delivered at the time of such cancellation, except as follows—

(1) The Contractor may, after that time, deliver any items that were completed or in the process of manufacture at the time of receipt of the cancellation notice, provided the Contractor notifies the Contracting Officer of such items within 10 days after the Contractor receives the cancellation notice.

(2) The Government shall pay for those items at the contract unit price increased to the extent provided by paragraph (d) of this clause.

(3) Any standard steel supply item shall be deemed to be in the process of manufacture when the steel for that item is in the state of processing after the beginning of the furnace melt.

(f) Pending any cancellation of this contract under paragraph (e) of this clause, or if there is no cancellation, the Contractor shall continue deliveries according to the delivery schedule of the contract. The Contractor shall be paid for those deliveries at the contract unit price increased to the extent provided by paragraph (d) of this clause.

(End of clause)

PRESCRIPTION: The clause may be used in fixed-price supply solicitations and contracts for basic steel, aluminum, brass, bronze, or copper mill products, such as sheets, plates, and bars, when an established catalog or market price exists for the particular product being acquired. The 10 percent figure in paragraph (d)(1) of the clause shall not be exceeded unless approval is obtained at a level above the contracting officer.

REFERENCE: DFARS 216.203-4-70(a)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.216-7006 ORDERING (MAY 2011)

a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from _____ through _____ [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

PRESCRIPTION: Insert, in lieu of the clause at 52.216-18, Ordering, in solicitations and contracts when a definite-quantity contract, a requirements contract, or an indefinite-quantity contract is contemplated.

REFERENCE: DFARS 216.506(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.217-7000 EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991)

(a) The Government may exercise the option(s) of this contract to fulfill foreign military sales commitments.

(b) The foreign military sales commitments are for:

_____	_____
(*Insert name of country, o*	*(Insert applicable CLIN)*
To Be Determined	

(End of clause)

PRESCRIPTION: Use when an option may be used for foreign military sales requirements.

REFERENCE: DFARS 217.208-70(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.217-7000 EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991)--ALTERNATE I (DEC 1991)

As prescribed in 217.208-70(a)(1), substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b) On the date the option is exercised, the Government shall identify the foreign country for the purpose of negotiating any equitable adjustment attributable to foreign military sales. Failure to agree on an equitable adjustment shall be treated as a dispute under the Disputes clause of this contract.

(End of Alternate I)

PRESCRIPTION: Use with basic clause when the foreign military sale country is not known at the time of solicitation or award.

REFERENCE: DFARS 217.208-70(a)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.217-7001 SURGE OPTION (AUG 1992)

(a) *General*. The Government has the option to--
(1) Increase the quantity of supplies or services called for under this contract by no more than ___ [*Contracting officer shall insert the applicable percentage based on the guidance in DFARS 217.208-70(b)(1) through (3)*] percent; and/or
(2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.

(b) *Schedule*.
(1) When the Production Surge Plan (DI-MGMT-80969) is included in the contract, the option delivery schedule shall be the production rate provided with the Plan. If the Plan was negotiated before contract award, then the negotiated schedule shall be used.
(2) If there is no Production Surge Plan in the contract, the Contractor shall, within 30 days from the date of award, furnish the Contracting Officer a delivery schedule showing the maximum sustainable rate of delivery for items in this contract. This delivery schedule shall provide acceleration by month up to the maximum sustainable rate of delivery achievable within the Contractor's existing facilities, equipment, and subcontracting structure.
(3) The Contractor shall not revise the option delivery schedule without approval from the Contracting Officer.

(c) *Exercise of option*.
(1) The Contracting Officer may exercise this option at any time before acceptance by the Government of the final scheduled delivery.
(2) The Contracting Officer will provide a preliminary oral or written notice to the Contractor stating the quantities to be added or accelerated under the terms of this clause, followed by a contract modification incorporating the transmitted information and instructions. The notice and modification will establish a not-to-exceed price equal to the highest contract unit price or cost of the added or accelerated items as of the date of the notice.
(3) The Contractor will not be required to deliver at a rate greater than the maximum sustainable delivery rate under paragraph (b)(2) of this clause, nor will the exercise of this option extend delivery more than 24 months beyond the scheduled final delivery.

(d) *Price negotiation*.
(1) Unless the option cost or price was previously agreed upon, the Contractor shall, within 30 days from the date of option exercise, submit to the Contracting Officer a cost or price proposal (including a cost breakdown) for the added or accelerated items.
(2) Failure to agree on a cost or price in negotiations resulting from the exercise of this option shall constitute a dispute concerning a question of fact within the meaning of the Disputes clause of this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the performance of the contract, as modified, while any resulting claim is being settled.

(End of clause)

PRESCRIPTION: Use in solicitations and contracts when a surge option is needed in support of industrial preparedness planning (see DFARS 208.72).

REFERENCE: DFARS 217.208-70(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

As prescribed in 217.7405(b), use the following clause:

(a) A _____ (insert specific type of contract action) is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a _____ (insert type of proposal; e.g., fixed-price or cost-and-fee) proposal and cost or pricing data supporting its proposal.
(b) The schedule for definitizing this contract action is as follows (insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and cost or pricing data):

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.
(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by
(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
(ii) All clauses required by law as of the date of the Contracting Officer's determination; and
(iii) Any other clauses, terms, and conditions mutually agreed upon.
(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.
(d) The definitive contract resulting from this undefinitized contract action will include a negotiated _____ (insert "cost/price ceiling" or "firm-fixed price") in no event to exceed _____ (insert the not-to-exceed amount).
(End of clause)

PRESCRIPTION: Use the clause in all undefinitized contract actions (UCAs), solicitations associated with UCAs, basic ordering agreements, indefinite delivery contracts, and any other type of contract providing for the use of UCAs. Insert the applicable information in paragraphs (a), (b), and (d) of the clause. If, at the time of entering into the UCA, the contracting officer knows that the definitive contract action will meet the criteria of FAR 15.403-1, 15.403-2, or 15.403-3 for not requiring submission of cost or pricing data, the words "and cost or pricing data" may be deleted from paragraph (a) of the clause.

REFERENCE: DFARS 217.7405(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.219-7009 SECTION 8(a) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

_____

_____

_____

_____

[To be completed by the Contracting Officer at the time of award]

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

PRESCRIPTION: Use the clause at DFARS 252.219-7009, Section 8(a) Direct Award, instead of the clauses at FAR 52.219-11, Special 8(a) Contract Conditions, FAR 52.219-12, Special 8(a) Subcontract Conditions, and FAR 52.219-17, Section 8(a) Award, in solicitations and contracts processed in accordance with the Partnership Agreement cited in DFARS 219.800. This clause will be used in conjunction with the clause at DFARS 252.219-7010, Alternate A.

SUMMARY:
(1) Under a Partnership Agreement (PA) between SBA and DoD, the SBA delegated to the Under Secretary of Defense for Acquisition and Technology its authority under paragraph 8(a)(1)(A) of the Small Business Act (5 U.S.C. 637(a)) to enter into 8(a) prime contracts, and its authority under paragraph 8(a)(1)(B) of the Small Business Act to award the performance of those contracts to eligible 8(a) Program participants. Consistent with the provisions of this subpart, this authority is hereby redelegated to DoD contracting officers within the United States, its territories and possessions, Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia, to the extent that it is consistent with any dollar or other restrictions established in individual warrants. This authority expires on September 30, 2005. Awards under the PA may be awarded directly to the 8(a) participant on either a sole source or competitive basis. Contracts awarded under the PA may be awarded directly to the 8(a) participant. An SBA signature on the contract is not required.
(2) Notwithstanding this PA, contracting officers may elect to award the contract pursuant to the provisions of FAR subpart 19.8.

REFERENCE: DFARS 219.811-3(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.219-7010 ALTERNATE A (JUN 1998)

As prescribed in 219.811-3(2), substitute the following paragraph (c) for paragraph (c) of the clause at FAR 52.219-18:

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(End of Alternate A)

PRESCRIPTION: Use the clause at FAR 52.219-18, Notification of Competition Limited to Eligible 8(a) Concerns, with the clause at DFARS 252.219-7010, Alternate A, in solicitations and contracts processed in accordance with the Partnership Agreement cited in DFARS 219.800. This clause will be used in conjunction with the clause at DFARS 252.219-7009, Section 8(a) Direct Award.

REFERENCE: DFARS 219.811-3(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in _____, [*Insert the name of the appropriate noncontiguous State*] individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

PRESCRIPTION: Use in all solicitations and contracts for construction or service contracts that are to be performed in whole or in part within a noncontiguous State; when the unemployment rate in the noncontiguous State is in excess of the national average rate of unemployment as determined by the Secretary of Labor. A “noncontiguous State,” means Alaska, Hawaii, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and any minor outlying island of the United States. The Secretary of Defense may waive under DFARS 222.70003, the requirements of this clause on a case-by-case basis in the interest of national security.

REFERENCE: DFARS 222.7004

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

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 labelling 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 labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

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

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

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

(End of clause)

PRESCRIPTION: Use in solicitations and contracts exceeding the micro-purchase threshold that require submission of hazardous material data sheets as specified in FAR 23.302(c). When this clause is used, the clause at FAR 52.223-3, Hazardous Material Identification and Material Safety Data, must also be used. NOTE: Contracting officer fill-in required.

REFERENCE: DFARS 223.303

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

(a) *Definition*. "Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (Chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--
(1) For the development, production, manufacture, or purchase of AA&E; or
(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

PRESCRIPTION: Use in contracts to which DoD 5100.76M applies (see DFARS 223.7201).

REFERENCE: DFARS 223.7203

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

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

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to --
(1) A bona fide employee of the Contractor; or
(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:
(1) For sales to the Government(s) of _____ [*Contracting officer insert the name(s) of any foreign country customer(s) listed in DFARS 225.7303-4(b)*], contingent fees in any amount.
(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding $50,000 per foreign military sale case.

(End of clause)

PRESCRIPTION: Use in all solicitations and contracts for foreign military sales (FMS).

REFERENCE: DFARS 225.7308(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.225-7047 EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT (MAY 2012)

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

"Approved Community" means the U.S. Government, U.S. entities that are registered and eligible exporters, and certain government and industry facilities in the United Kingdom that are approved and listed by the U.S. Government.

"Defense articles" means articles, services, and related technical data, including software, in tangible or intangible form, listed on the United States Munitions List of the International Traffic in Arms Regulations (ITAR), as modified or amended.

"Export" means the initial movement of defense articles from the United States Community to the United Kingdom Community.

"Implementing Arrangement" means the Implementing Arrangement Pursuant to the Treaty between the Government of the United States of America and the government of the United Kingdom of Great Britain and Northern Ireland concerning Defense Trade Cooperation signed on February 14, 2008.

“Qualifying defense articles” means defense articles that are not exempt from the scope of the Treaty as defined in 22 CFR 126.17(g).

"Transfer" means the movement of previously exported defense articles within the Approved Community.

"Treaty" means the Treaty between the Government of the United States of America and the government of the United Kingdom of Great Britain and Northern Ireland concerning Defense Trade Cooperation signed at Washington and London on June 21 and 26, 2007.

“United Kingdom Community member” means a United Kingdom government authority or nongovernmental entity or facility on the United Kingdom Community list accessible at http://pmddtc.state.gov.

"United States Community" means—

(1) Departments and agencies of the U.S. Government, including their personnel, with, as appropriate, security accreditation and a need-to-know; and

(2) Nongovernmental U.S. entities registered with the Department of State and eligible to export defense articles under U.S. law and regulation, including their employees, with, as appropriate, security accreditation and a need-to-know.

"U.S. DoD Treaty-eligible requirements" means any defense article acquired by the DoD for use in a combined military or counterterrorism operation, cooperative research, development, production or support program, or DoD end use, as described in Article 3 of the Treaty and Sections 2 and 3 of the Implementing Arrangement.

(b) All contract line items in this contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles exempt from Treaty eligibility will be identified in those contract line items that are otherwise Treaty-eligible.

CONTRACT LINE ITEMS NOT INTENDED TO SATISFY
U.S. DoD TREATY-ELIGIBLE REQUIREMENTS:

_____

[*Enter Contract Line Item Number(s) or enter "None"*]

(c) Subject to the other terms and conditions of this contract that affect the acceptability of foreign sources or foreign end products, components, parts, or materials, Approved Community members are permitted, but not required, to use the Treaty for exports or transfers of qualifying defense articles in performance of the contract.

(d) Any conduct by the Contractor that falls outside the scope of the Treaty, the Implementing Arrangement, and 22 CFR 126.17(g) is subject to all applicable ITAR requirements, including any criminal, civil, and administrative penalties or sanctions, as well as all other United States statutory and regulatory requirements outside of ITAR, including, but not limited to, regulations issued by the Bureau of Alcohol, Tobacco, Firearms and Explosives found at 27 C.F.R. Parts 447, 478, and 479, which are unaffected by the Treaty.

(e) If the Contractor is an Approved Community member, the Contractor agrees that—

(1) The Contractor shall comply with the requirements of the Treaty, the Implementing Arrangement, the ITAR, and corresponding regulations of the U.S. Government and the government of the United Kingdom; and

(2) Prior to the export or transfer of a qualifying defense article the Contractor—

(i) Shall mark, identify, transmit, store, and handle any defense articles provided for the purpose of responding to such solicitations, as well as any defense articles provided with or developed pursuant to their responses to such solicitations, in accordance with the Treaty, the Implementing Arrangement, and corresponding United States Government and the government of the United Kingdom regulations including, but not limited to, the marking and classification requirements described in the applicable regulations;

(ii) Shall comply with the re-transfer or re-export provisions of the Treaty, this Implementing Arrangement, and corresponding United States Government and the government of the United Kingdom regulations, including, but not limited to, the re-transfer and re-export requirements described in the applicable regulations; and

(iii) Shall acknowledge that any conduct that falls outside or in violation of the Treaty, Implementing Arrangement, and implementing regulations of the applicable government including, but not limited to, unauthorized re-transfer or re-export in violation of the procedures established in the applicable Implementing Arrangement and implementing regulations, remains subject to applicable licensing requirements of the government of the United Kingdom and the United States Government, including any criminal, civil, and administrative penalties or sanctions contained therein.

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that may require exports or transfers of qualifying defense articles in connection with deliveries under the contract.

(End of clause)

PRESCRIPTION: Use in solicitations and contracts when—(i) Export-controlled items are expected to be involved in the performance of the contract and the clause at 252.204-7008 is used; and (ii) At least one contract line item is intended to satisfy a U.S. DoD Treaty-eligible requirement.

REFERENCE: DFARS 225.7902-5(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-00005) (JAN 2012)

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

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

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

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of clause)

PRESCRIPTION: Use in solicitations and contracts with an estimated value of more than $100,000 that are being, or will be, performed in the U.S. Central Command theater of operations. This applies to all such contracts that will be awarded on or before December 31, 2014.

REFERENCE: DON Memo of January 27, 2012: Class Deviation 2012-O0005

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATRE OF OPERATIONS (DEVIATION 2012-00005) (JAN 2012)

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

(1) Subject to extortion or corruption; or
(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this Contract that have an estimated value over $100,000.

(End of clause)

PRESCRIPTION: Use in solicitations and contracts with an estimated value of more than $100,000 that are being, or will be, performed in the U.S. Central Command theater of operations. This applies to all such contrac ts that will be awarded on or before December 31, 2014.

REFERENCE: DON Memo of January 27, 2012: Class Deviation 2012-O0005

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2011-O0004) (APR 2011)

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

"Chief of mission" means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

(b) *General.*

(1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR) and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, contractor personnel are only authorized to use deadly force in self defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106. (c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract. (d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;
(2) Treaties and international agreements;
(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the USCENTCOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract. (e) *Preliminary personnel requirements*. (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.
(ii) All personnel are medically and physically fit and have received all required vaccinations.
(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
(iv) All personnel have received theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must, at a minimum—

(A) Cover safety and security issues facing employees overseas;
(B) Identify safety and security contingency planning activities; and
(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at http://www.travel.state.gov.

(3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of
the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military, or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points*. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;
(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Registration of Contractor personnel and private security contractor equipment.*

(1) The Contractor is required to register in the automated web-based Synchronized Pre-deployment and Operational Tracker (SPOT) following the procedures in paragraph (g)(4) of this clause.

(2) Prior to deployment of contractor employees, or, if already in the USCENTCOM AOR, upon becoming an employee under this contract, the Contractor shall enter into SPOT, and maintain current data, including actual arrival date and departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third-country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR as follows:

(i) In all circumstances, this includes any personnel performing private security functions.
(ii) For personnel other than those performing private security functions, this requirement excludes anyone—

(A) Hired under contracts valued less than $100,000;
(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System

(3) Weapons, armored vehicles, helicopters, and other military vehicles used by personnel performing private security functions under this contract must be entered into SPOT, and the currency of such information must be maintained.

(4) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card or a SPOT-approved digital certificate; or
(B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.

(ii) *To register in SPOT:*

(A) Contractor company administrators should register for a SPOT account at https://spot.altess.army.mil; and
(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at https://spot.altess.army.mil/.

(iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or SPOT.helpdesk@us.army.mil. Refer to the SPOT Enterprise Suite Resource Center at http://www.resource.spot-es.net/ for additional training resources and documentation regarding registration for and use of SPOT.

(5) The Contractor shall submit aggregate contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those contractor personnel who are on contracts valued greater than $100,000, but performing less that 30 days in the AOR (e.g. day laborers).

(6) The Contractor shall ensure that all contractor personnel in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.

(h) *Contractor personnel*. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the USCENTCOM Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The _____ [*Contracting Officer to specify individual, e.g. Contracting Officer Representative, Regional Security Officer, etc,*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—
(i) Are adequately trained to carry and use them—

(A) Safely;
(B) With full understanding of, and adherence to, the rules of the use of force issued by the USCENTCOM Commander; and
(C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
(iii) Adhere to all guidance and orders issued by the USCENTCOM Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses*. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.* (1) If the Chief of Mission or USCENTCOM Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and designated third country national contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Notification and return of personal effects*. (1) The Contractor shall be responsible for notification of the contractor personnel designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the individual—

(i) Dies;
(ii) Requires evacuation due to an injury; or
(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

(n) *Mortuary affairs*. Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(o) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(p) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (p), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

(End of clause)

PRESCRIPTION: Insert in solicitations and contracts that will require contractor personnel to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR), unless all such contractor personnel—
(a) Are authorized to accompany the U.S. Armed Forces; and (b) Will be covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany the U.S. Armed Forces.

REFERENCE: DON Memo of April 25, 2011: Class Deviation 2011-O0004

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) --Alternate II (Dec 2007) --ALTERNATE I (Dec 2007)

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

"Invention" means—

(1) Any invention or discovery that is or may be patentable or otherwise protectable under Title 35 of the United States Code; or

(2) Any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, *et seq.*).

"Made"—

(1) When used in relation to any invention other than a plant variety, means the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, means that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

"Nonprofit organization" means—

(1) A university or other institution of higher education;

(2) An organization of the type described in the Internal Revenue Code at 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a); or

(3) Any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

"Practical application" means—

(1)(i) To manufacture, in the case of a composition or product;

(ii) To practice, in the case of a process or method; or

(iii) To operate, in the case of a machine or system; and

(2) In each case, under such conditions as to establish that—

(i) The invention is being utilized; and

(ii) The benefits of the invention are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Subject invention" means any invention of the Contractor made in the performance of work under this contract.

(b) *Contractor's rights.*

(1) *Ownership.* The Contractor may elect to retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) *License.*

(i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license—

(A) Extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part;

(B) Includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at the time of contract award; and

(C) Is transferable only with the approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The agency—

(A) May revoke or modify the Contractor's domestic license to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with 37 CFR Part 404 and agency licensing regulations;

(B) Will not revoke the license in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public; and

(C) May revoke or modify the license in any foreign country to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(iii) Before revoking or modifying the license, the agency—

(A) Will furnish the Contractor a written notice of its intention to revoke or modify the license; and

(B) Will allow the Contractor 30 days (or such other time as the funding agency may authorize for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified.

(iv) The Contractor has the right to appeal, in accordance with 37 CFR Part 404 and agency regulations, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(v) The license shall include the right of the Government to sublicense foreign governments, their nationals, and international organizations pursuant to the following treaties or international agreements: _____*

(c) *Contractor's obligations.*

(1) The Contractor shall—

(i) Disclose, in writing, each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters, or within 6 months after the Contractor first becomes aware that a subject invention has been made, whichever is earlier;

(ii) Include in the disclosure—

(A) The inventor(s) and the contract under which the invention was made;

(B) Sufficient technical detail to convey a clear understanding of the invention; and

(C) Any publication, on sale (i.e., sale or offer for sale), or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication; and

(iii) After submission of the disclosure, promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication and of any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer at the time of disclosure or within 8 months of disclosure, as to those countries (including the United States) in which the Contractor will retain ownership. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the agency may shorten the period of election of title to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall—

(i) File either a provisional or a nonprovisional patent application on an elected subject invention within 1 year after election, provided that in all cases the application is filed prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use;

(ii) File a nonprovisional application within 10 months of the filing of any provisional application; and

(iii) File patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date the Commissioner of Patents grants permission to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (2), and (3) of this clause. The Contracting Officer will normally grant the extension unless there is reason to believe the extension would prejudice the Government's interests.

(d) *Government's rights.*

(1) *Ownership*. The Contractor shall assign to the agency, upon written request, title to any subject invention—

(i) If the Contractor elects not to retain title to a subject invention;

(ii) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) of this clause and the agency requests title within 60 days after learning of the Contractor's failure to report or elect within the specified times;

(iii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause, provided that, if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country; and

(iv) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) *License.* If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on behalf of the United States, the subject invention throughout the world.

(e) *Contractor action to protect the Government's interest.*

(1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to—

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d)(1) of this clause and enable the Government to obtain patent protection for that subject invention in any country.

(2) The Contractor shall—

(i) Require, by written agreement, its employees, other than clerical and nontechnical employees, to—

(A) Disclose each subject invention promptly in writing to personnel identified as responsible for the administration of patent matters, so that the Contractor can comply with the disclosure provisions in paragraph (c) of this clause; and

(B) Provide the disclosure in the Contractor's format, which should require, as a minimum, the information required by paragraph (c)(1) of this clause;

(ii) Instruct its employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or statutory foreign bars; and

(iii) Execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in this invention."

(5) The Contractor shall—

(i) Establish and maintain active and effective procedures to ensure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters;

(ii) Include in these procedures the maintenance of—

(A) Laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions; and

(B) Records that show that the procedures for identifying and disclosing the inventions are followed; and

(iii) Upon request, furnish the Contracting Officer a description of these procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor shall, when licensing a subject invention, arrange to—

(i) Avoid royalty charges on acquisitions involving Government funds, including funds derived through the Government's Military Assistance Program or otherwise derived through the Government;

(ii) Refund any amounts received as royalty charges on the subject inventions in acquisitions for, or on behalf of, the Government; and

(iii) Provide for the refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish to the Contracting Officer the following:

(i) Interim reports every 12 months (or any longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no subject inventions.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no subject inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no subcontracts.

(8)(i) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying—

(A) The subcontractor;

(B) The applicable patent rights clause;

(C) The work to be performed under the subcontract; and

(D) The dates of award and estimated completion.

(ii) The Contractor shall furnish, upon request, a copy of the subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses specified in paragraph (l)(1) of this clause, the Contractor—

(i) Shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for the refusal and other pertinent information that may expedite disposition of the matter; and

(ii) Shall not proceed with that subcontract without the written authorization of the Contracting Officer.

(10) The Contractor shall provide to the Contracting Officer, upon request, the following information for any subject invention for which the Contractor has retained ownership:

(i) Filing date.

(ii) Serial number and title.

(iii) A copy of any patent application (including an English-language version if filed in a language other than English).

(iv) Patent number and issue date.

(11) The Contractor shall furnish to the Government, upon request, an irrevocable power to inspect and make copies of any patent application file.

(f) *Reporting on utilization of subject inventions.*

(1) The Contractor shall—

(i) Submit upon request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts in obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees;

(ii) Include in the reports information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other information as the agency may reasonably specify; and

(iii) Provide additional reports that the agency may request in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (h) of this clause.

(2) To the extent permitted by law, the agency shall not disclose the information provided under paragraph (f)(1) of this clause to persons outside the Government without the Contractor's permission, if the data or information is considered by the Contractor or its licensee or assignee to be "privileged and confidential" (see 5 U.S.C. 552(b)(4)) and is so marked.

(g) *Preference for United States industry.* Notwithstanding any other provision of this clause, the Contractor agrees that neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the agency may waive the requirement for an exclusive license agreement upon a showing by the Contractor or its assignee that—

(1) Reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States; or

(2) Under the circumstances, domestic manufacture is not commercially feasible.

(h) *March-in rights.* The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), 37 CFR 401.6, and any supplemental regulations of the agency in effect on the date of contract award.

(i) *Other inventions.* Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(j) *Examination of records relating to inventions.*

(1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether—

(i) Any inventions are subject inventions;

(ii) The Contractor has established procedures required by paragraph (e)(5) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer learns of an unreported Contractor invention that the Contracting Officer believes may be a subject invention, the Contractor shall be required to disclose the invention to the agency for a determination of ownership rights.

(3) Any examination of records under this paragraph (j) shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(k) *Withholding of payment (this paragraph does not apply to subcontracts).*

(1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding $50,000 or 5 percent of the amount of the contract, whichever is less, is set aside if, in the Contracting Officer's opinion, the Contractor fails to—

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to paragraph (e)(5) of this clause;

(ii) Disclose any subject invention pursuant to paragraph (c)(1) of this clause;

(iii) Deliver acceptable interim reports pursuant to paragraph (e)(7)(i) of this clause; or

(iv) Provide the information regarding subcontracts pursuant to paragraph (e)(8) of this clause.

(2) The reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) The Government will not make final payment under this contract before the Contractor delivers to the Contracting Officer—

(i) All disclosures of subject inventions required by paragraph (c)(1) of this clause;

(ii) An acceptable final report pursuant to paragraph (e)(7)(ii) of this clause; and

(iii) All past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized in paragraph (k)(1) of this clause. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(l) *Subcontracts.*

(1) The Contractor—

(i) Shall include the substance of the Patent Rights—Ownership by the Contractor clause set forth at 52.227-11 of the Federal Acquisition Regulation (FAR), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization; and

(ii) Shall include the substance of this clause, including this paragraph (l), in all other subcontracts for experimental, developmental, or research work, unless a different patent rights clause is required by FAR 27.303.

(2) For subcontracts at any tier—

(i) The patents rights clause included in the subcontract shall retain all references to the Government and shall provide to the subcontractor all the rights and obligations provided to the Contractor in the clause. The Contractor shall not, as consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions; and

(ii) The Government, the Contractor, and the subcontractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Government with respect to those matters covered by this clause. However, nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

(End of clause)

PRESCRIPTION: Use the clause with its Alternate I addingparagraph (b)(2)(v) to the basic clause if (A) The acquisition of patent rights for the benefit of a foreign government is required under a treaty or executive agreement; (B) The agency head determines at the time of award that it would be in the national interest to acquire the right to sublicense foreign governments or international organizations pursuant to any existing or future treaty or agreement; or (C) Other rights are necessary to effect a treaty or agreement, in which case Alternate I may be appropriately modified.

REFERENCE: DFARS 227.303(2)(ii),

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.229-7001 TAX RELIEF (JUNE 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: [*Offeror Insert*] RATE (PERCENTAGE): [*Offeror Insert*]

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

PRESCRIPTION: Use in solicitations and contracts when a contract will be awarded to a foreign concern in a foreign country.

REFERENCE: DFARS 229.402-70(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.229-7001 TAX RELIEF (JUNE 1997)--ALTERNATE I (JUN 1997)

As prescribed in 229.402-70(a), add the following paragraph (d) to the basic clause:

(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and reported as tax-free.

(End of Alternate I)

PRESCRIPTION: Use with basic clause when contract performance will be in Germany.

REFERENCE: DFARS 229.402-70(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.229-7003 TAX EXEMPTIONS (ITALY) (JAN 2002)

(a) The Contractor represents that the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.

(b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy.
(1) The Contractor shall include the following information on invoices submitted to the United States Government:
(i) The contract number.
(ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972.
(iii) The following fiscal code(s): [*Contracting Officer must insert the applicable fiscal code(s) for military activities within Italy: 80028250241 for Army, 80156020630 for Navy, or 91000190933 for Air Force*].
(2)(i) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:
"I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972."
An authorized United States Government official will sign the copy of the invoice containing this certification.
(ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.
(iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.
(3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:
(1) Imposta di Fabbricazione (Production Tax for Petroleum Products).
(2) Imposta di Consumo (Consumption Tax for Electrical Power).
(3) Dazi Doganali (Customs Duties).
(4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).
(5) Tassa de Circolazione sui Veicoli (Vehicle Circulation Tax).
(6) Imposta di Registro (Registration Tax).
(7) Imposta di Bollo (Stamp Tax).

(End of clause)

PRESCRIPTION: Use in solicitations and contracts when contract performance will be in Italy.

REFERENCE: DFARS 229.402-70(c)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.232-7000 ADVANCE PAYMENT POOL (DEC 1991)

(a) Notwithstanding any other provision of this contract, advance payments will be made for contract performance in accordance with the Determinations, Findings, and Authorization for Advance payment dated _____.

(b) Payments made in accordance with this clause shall be governed by the terms and conditions of the Advance Payment Pool Agreement between the United States of America and (*insert the name of the contractor*). The Agreement is incorporated in the contract by reference.

(End of clause)

PRESCRIPTION: Use in any contract that will be subject to the terms of an advance payment pool agreement with a nonprofit organization or educational institution. Normally, use in all cost reimbursements type contracts with the organization or institution.

REFERENCE: DFARS 232.412-70(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.232-7001 DISPOSITION OF PAYMENTS (DEC 1991)

Payment will be by a dual payee Treasury check made payable to the contractor or the (*insert the name of the disbursing office in the advance payment pool agreement*), and will be forwarded to that disbursing office for appropriate disposition.

(End of clause)

PRESCRIPTION: Use in contracts when payments under the contract are to be made by a disbursing office not designated in the advance payment pool agreement.

REFERENCE: DFARS 232.412-70(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

As prescribed in 232.705-70, use the following clause:

(a) Contract line item(s) * through * are incrementally funded. For these item(s), the sum of $ * of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	$ _____
(month) (day), (year)	$ _____
(month) (day), (year)	$ _____
(month) (day), (year)	$ _____

(End of clause)

PRESCRIPTION: Use in solicitations and resultant incrementally funded fixed-price contracts. Contracting Officer may revise the contractor's notification period in paragraph (c) from "ninety" to "thirty" or "sixty" days as appropriate.

REFERENCE: DFARS 232.705-70

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

ALTERNATE I (MAY 2006)

If only one line item will be incrementally funded, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) Contract line item _____ is incrementally funded. The sum of $_*_is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

* To be inserted after negotiation.

(End of Alternate)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.
(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide—
(1) The total dollar amount of the levy;
(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and
(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.
(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including–
(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and
(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or
(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.
(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

PRESCRIPTION: Insert in all solicitations and contracts above the micropurchase threshold.

REFERENCE: DFARS 232.7102

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011)

(a) Definitions. As used in this clause –

"Acceptable earned value management system" means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

"Earned value management system" means an earned value management system that complies with the earned value management system guidelines in the ANSI/EIA-748.

"Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) System criteria. In the performance of this contract, the Contractor shall use—

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(c) If this contract has a value of $50 million or more, the Contractor shall use an EVMS that has been determined to be acceptable by the Cognizant Federal Agency (CFA). If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(d) If this contract has a value of less than $50 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of $50 million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after—

(1) Contract award;
(2) The exercise of significant contract options; and
(3) The incorporation of major modifications.
During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request
for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) Significant deficiencies.

(1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.
(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

(i) Remaining significant deficiencies;
(ii) The adequacy of any proposed or completed corrective action;
(iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and
(iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more significant deficiencies in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more significant deficiencies in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the Contracting Officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.

(4) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(j) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(k) With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at $50 million or more, the following subcontractors shall comply with the requirements of this clause:
[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

(2) For subcontracts valued at less than $50 million, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause:
[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

(End of clause)

PRESCRIPTION: For cost or incentive contracts valued at $20,000,000 or more, and for other contracts for which EVMS will be applied in accordance with 234.201(1)(iii) and (iv), use the clause at 252.234-7002 instead of the clause at FAR 52.234-4, Earned Value Management System, in the solicitation and contract.

REFERENCE: DFARS 234.203(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the (name of contracting agency(ies)) under Contract No. (Contracting agency(ies) contract numbers(s).

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the (name of contracting agency(ies).

(End of clause)

PRESCRIPTION: Use in solicitations and contracts for research and development.

REFERENCE: DFARS 235.072(c)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. As used in this clause–

(1) —Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) —Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in attachment __, Mission-Essential Contractor Services, dated _____.
(c) (1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d) (1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of
the essential contractor services identified in accordance with paragraph (b)
of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal

employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of Clause)

PRESCRIPTION: Use in solicitations and contracts for services that are in support of mission essential functions.

REFERENCE: DFARS 237.7603

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.239-7015 CONTINUATION OF COMMUNICATION SERVICE AUTHORIZATIONS (JUL 2006)

(a) All communication service authorizations issued by _____ incorporating Basic Agreement Number _____, dated _____, are modified to incorporate this basic agreement.

(b) Communication service authorizations currently in effect which were issued by the activity in paragraph (a) of this clause incorporating other agreements with the Contractor may also be modified to incorporate this agreement.

(c) This agreement is not a contract.

(End of clause)

PRESCRIPTION: Use in basic agreements for telecommunications services.

FILL-IN: Insert in paragraph (a) of the clause, the name of the contracting office and the basic agreement or contract number which is being superseded.

REFERENCE: DFARS 239.7411(c)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (APR 2012)

(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 Excluded Parties Listing System (EPLS) (https://www.epls.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.dcma.mil/ITCSO/CBT/PCARSS/index.cfm.

(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 DoD 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at http://www.DLA.Mil/J-6/DLMSO/Elibrary/Manuals/Milstrap/AP2_Index.asp.

(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.

(c) *Proceeds from sales of surplus property.* Unless otherwise provided in the contract, 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.

(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.

(End of clause)

PRESCRIPTION: Use in solicitations and contracts that contain the clause at FAR 52.245-1, Government Property.

REFERENCE: DFARS 245.107(5)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007)

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

"Credible information" means information that, considering its source and the surrounding circumstances, supports a reasonable belief that an event has occurred or will occur.

"Critical safety item" means a part, subassembly, assembly, subsystem, installation equipment, or support equipment for a system that contains a characteristic, any failure, malfunction, or absence of which could have a safety impact.

"Safety impact" means the occurrence of death, permanent total disability, permanent partial disability, or injury or occupational illness requiring hospitalization; loss of a weapon system; or property damage exceeding $1,000,000.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for the Contractor or another subcontractor under this contract.

(b) The Contractor shall provide notification, in accordance with paragraph (c) of this clause, of—

(1) All nonconformances for parts identified as critical safety items acquired by the Government under this contract; and

(2) All nonconformances or deficiencies that may result in a safety impact for systems, or subsystems, assemblies, subassemblies, or parts integral to a system, acquired by or serviced for the Government under this contract.

(c) The Contractor—

(1) Shall notify the Administrative Contracting Officer (ACO) and the Procuring Contracting Officer (PCO) as soon as practicable, but not later than 72 hours, after discovering or acquiring credible information concerning nonconformances and deficiencies described in paragraph (b) of this clause; and

(2) Shall provide a written notification to the ACO and the PCO within 5 working days that includes—

(i) A summary of the defect or nonconformance;

(ii) A chronology of pertinent events;

(iii) The identification of potentially affected items to the extent known at the time of notification;

(iv) A point of contact to coordinate problem analysis and resolution; and

(v) Any other relevant information.

(d) The Contractor—

(1) Is responsible for the notification of potential safety issues occurring with regard to an item furnished by any subcontractor; and

(2) Shall facilitate direct communication between the Government and the subcontractor as necessary.

(e) Notification of safety issues under this clause shall be considered neither an admission of responsibility nor a release of liability for the defect or its consequences. This clause does not affect any right of the Government or the Contractor established elsewhere in this contract.

(f)(1) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for—

(i) Parts identified as critical safety items;

(ii) Systems and subsystems, assemblies, and subassemblies integral to a system; or

(iii) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.

(2) For those subcontracts described in paragraph (f)(1) of this clause, the Contractor shall require the subcontractor to provide the notification required by paragraph (c) of this clause to—

(i) The Contractor or higher-tier subcontractor; and

(ii) The ACO and the PCO, if the subcontractor is aware of the ACO and the PCO for the contract.

(End of clause)]

PRESCRIPTION: Use in solicitations and contracts for the acquisition of (1) Repairable or consumable parts identified as critical safety items (2) Systems and subsystems, assemblies, and subassemblies integral to a system; or (3) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Follow the procedures at PGI 246.371 for the handling of notifications received under 252.246-7003.

REFERENCE: DFARS 246.371(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.246-7004 SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS (OCT 2010)

(a) Definition. "Discipline Working Group," as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for—

(1) Fire protection;
(2) Structural integrity;
(3) Electrical systems;
(4) Plumbing;
(5) Water treatment;
(6) Waste disposal; and
(7) Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of clause)

Prescription: Use in solicitations and contracts for the construction, installation, repair, maintenance, or operation of facilities, infrastructure, or for equipment configured for occupancy, planned for use by DoD military or civilian personnel during military operations.

REFERENCE: DFARS 246.270-4

252.246-7006 WARRANTY TRACKING OF SERIALIZED ITEMS (JUN 2011)

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

"Duration" means the warranty period. This period may be a stated period of time, amount of usage, or the occurrence of a specified event, after formal acceptance of delivery, for the Government to assert a contractual right for the correction of defects.

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

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.
"First use" means the initial or first-time use of a product by the Government.

"Fixed expiration" means the date the warranty expires and the Contractor's obligation to provide for a remedy or corrective action ends.

"Installation" means the date a unit is inserted into a higher level assembly in order to make that assembly operational.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at

http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm.

"Item type" means a coded representation of the description of the item being warranted, consisting of the codes C - component procured separate from end item, S - subassembly procured separate from end item or subassembly, E – embedded in component, subassembly or end item parent, and P – parent end item.

"Starting event" means the event or action that initiates the warranty.

"Serialized item" means each item produced is assigned a serial number that is unique among all the collective tangible items produced by the enterprise, or each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment within the enterprise identifier. The enterprise is responsible for ensuring unique serialization within the enterprise identifier or within the part, lot, or batch numbers, and that serial numbers, once assigned, are never used again.

"Unique item identifier" means a set of data elements marked on an item that is globally unique and unambiguous.

"Usage" means the quantity and an associated unit of measure that specifies the amount of a characteristic subject to the contractor's obligation to provide for remedy or corrective action, such as a number of miles, hours, or cycles.

"Warranty administrator" means the organization specified by the guarantor for managing the warranty.

"Warranty guarantor" means the enterprise that provides the warranty under the terms and conditions of a contract.

"Warranty repair source" means the organization specified by a warranty guarantor for receiving and managing warranty items that are returned by a customer.

“Warranty tracking” means the ability to trace a warranted item from delivery through completion of the effectivity of the warranty.

(b) *Reporting of data for warranty tracking and administration*. The Contractor shall provide all information required by Attachment __, Warranty Tracking Information on each contract line item number, subline item number, or exhibit line item number for warranted items. The Contractor shall provide all information required by Attachment __, Warranty Repair Source Instructions, prior to, but not later than when the warranted items are presented for receipt and/or acceptance. The “Warranty Item Unique Item Identifier” data category may also be completed in conjunction with Attachment __, Warranty Repair Source Instructions. Information required in the warranty attachment shall include such information as duration, enterprise, enterprise identifier, first use, fixed expiration, installation, issuing agency, item type, starting event, serialized item, unique item identifier, usage, warranty administrator, warranty guarantor, warranty repair source, and warranty tracking. The Contractor shall submit the data for warranty tracking to the Contracting Officer with a copy to the requiring activity and the Contracting Officer Representative.

(c) *Reservation of rights*. The terms of this clause shall not be construed to limit the Government’s rights or remedies under any other contract clause.

(End of clause)

Prescription: In addition to 252.211-7003, Item Identification and Valuation, which is prescribed in 211.274-6(a), use the following provision in solicitations and contracts when it is anticipated that the resulting contract will include a warranty for serialized items.

REFERENCE: DFARS 246.710(5)(i)(B)

252.247-7021 RETURNABLE CONTAINERS OTHER THAN CYLINDERS (MAY 1995)

(a) Returnable container, as used in this clause, includes reels, spools, drums, carboys, liquid petroleum gas containers, and other returnable containers when the Contractor retains title to the container.

(b) Returnable containers shall remain the Contractor's property but shall be loaned without charge to the Government for a period of _____ [*insert number of days*] calendar days after delivery to the f.o.b. point specified in the contract. Beginning with the first day after the loan period expires, to and including the day the containers are delivered to the Contractor (if the original delivery was f.o.b. origin) or are delivered or are made available for delivery to the Contractor's designated carrier (if the original delivery was f.o.b. destination), the Government shall pay the Contractor a rental of $_____ [*insert dollar amount for rental*] per container per day, computed separately for containers for each type, size, and capacity, and for each point of delivery named in the contract. No rental shall accrue to the Contractor in excess of the replacement value per container specified in paragraph (c) of this clause.

(c) For each container lost or damaged beyond repair while in the Government's possession, the Government shall pay to the Contractor the replacement value as follows, less the allocable rental paid for that container:

[*Insert the container types, sizes, capacities, and associated replacement values*.]

These containers shall become Government property.

(d) If any lost container is located within (insert number of days) calendar days after payment by the Government, it may be returned to the Contractor by the Government, and the Contractor shall pay to the Government the replacement value, less rental computed in accordance with paragraph (b) of this clause, beginning at the expiration of the loan period specified in paragraph (b) of this clause, and continuing to the date on which the container was delivered to the Contractor.

(End of clause)

PRESCRIPTION: Use in solicitations and contracts for supplies involving contractor-furnished returnable reels, spools, drums or other returnable containers if contractor retains title to the containers.

REFERENCE: DFARS 247.305-70

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.249-7000 SPECIAL TERMINATION COSTS (DEC 1991)

(a) *Definition*.
"Special termination costs," as used in this clause, means only costs in the following categories as defined in Part 31 of the Federal Acquisition Regulation (FAR)--
(1) Severance pay, as provided in FAR 31.205-6(g);
(2) Reasonable costs continuing after termination, as provided in FAR 31.205-42(b);
(3) Settlement of expenses, as provided in FAR 31.205-42(g);
(4) Costs of return of field service personnel from sites, as provided in FAR 31.205-35 and FAR 31.205-46(c); and
(5) Costs in paragraphs (a)(1), (2), (3), and (4) of this clause to which subcontractors may be entitled in the event of termination.

(b) Notwithstanding the Limitation of Cost/Limitation of Funds clause of this contract, the Contractor shall not include in its estimate of costs incurred or to be incurred, any amount for special termination costs to which the Contractor may be entitled in the event this contract is terminated for the convenience of the Government.

(c) The Contractor agrees to perform this contract in such a manner that the Contractor's claim for special termination costs will not exceed $_____. The Government shall have no obligation to pay the Contractor any amount for the special termination costs in excess of this amount.

(d) In the event of termination for the convenience of the Government, this clause shall not be construed as affecting the allowability of special termination costs in any manner other than limiting the maximum amount of the costs payable by the Government.

(e) This clause shall remain in full force and effect until this contract is fully funded.

(End of clause)

PRESCRIPTION: May be used in an incrementally funded contract when its use is approved by the agency head. Approval authority for this clause has been delegated to ASN (RD&A) (ABM). The clause is authorized when (1) the contract term is two years or more; (2) the contract is estimated to require (i) total RDT&E financing in excess of $25 million; or (ii) total production investment in excess of $100 million; and (3) adequate funds are available to cover the contingent reserve liability for special termination costs. The contractor and the contracting officer must agree upon an amount that represents their best estimate of the total special termination costs to which the contractor would be entitled in the event of termination of the contract. Insert this amount in paragraph (c) of the clause. Consider substituting an alternate paragraph (c) for paragraph (c) of the basic clause when (i) the contract covers an unusually long performance period; or (ii) the contractor's cost risk associated with contingent special termination costs is expected to fluctuate extensively over the period of the contract.

REFERENCE: DFARS 249.501-70(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:
(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).
(2) The following statement:
Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.
(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall--
(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;
(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;
(3) Order only those items required in the performance of Government contracts; and
(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):
_____
_____
_____
_____
_____

Government Remittance Address (include point of contact and telephone number):
_____
_____
_____
_____
_____

(End of clause)

PRESCRIPTION: Use in solicitations and resultant contracts which use the FAR 52.251-1 clause.

REFERENCE: DFARS 251.107

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION I CLAUSES

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil/
http://www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

REFERENCE	TITLE	DATE
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2007
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	May 2011
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	May 2012
52.222-38	Compliance with Veterans' Employment Reporting Requirements	Sep 2010
52.223-4	Recovered Material Certification	May 2008
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan—Certification	Aug 2009
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification	Nov 2011
52.226-3	Disaster or Emergency Area Representation	Nov 2007
52.237-8	Restriction on Severance Payments to Foreign Nationals	Aug 2003
52.250-2	SAFETY Act Coverage Not Applicable	Feb 2009
52.250-3	SAFETY Act Block Designation/Certification	Feb 2009
52.250-3	SAFETY Act Block Designation/Certification (Feb 2009) – Alternate I	Feb 2009
52.250-3	SAFETY Act Block Designation/Certification (Feb 2009) –Alternate II	Feb 2009
52.250-4	SAFETY Act Pre-qualification Designation Notice	Feb 2009
52.250-4	SAFETY Act Pre-qualification Designation Notice (Nov 2007) -- Alternate I	Feb 2009
52.250-4	SAFETY Act Pre-qualification Designation Notice (Nov 2007) -- Alternate II	Feb 2009

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2) SOLICITATION PROVISIONS

REFERENCE	TITLE	DATE
252.203-7005	Representation Relating to Compensation of Former DoD Officials	Nov 2011
252.204-7007	Alternate A, Annual Representations and Certifications	Jun 2012
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	Jan 2009
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	Jul 2010
252.209-7003	Reserve Officer Training Corps and Military Recruiting on Campus—Representation	Mar 2012
252.209-7006	Limitations on Contractors Acting as Lead System Integrators	Jan 2008
252.225-7000	Buy American Act—Balance of Payments Program Certificate	Dec 2009
252.225-7000	Buy American Act—Balance of Payments Program Certificate (Dec 2010) – Alternate	Dec 2010
252.225-7003	Report of Intended Performance Outside the United States and Canada—Submission with Offer	Oct 2010

252.225-7010	Commercial Derivative Military Article— Specialty Metals Compliance Certificate	Jul 2009
252.225-7042	Authorization to Perform	Apr 2003
252.229-7012	Tax Exemptions (Italy) – Representation	Mar 2012
252.229-7013	Tax Exemptions (Spain) – Representation	Apr 2012

(End of provision)

PRESCRIPTION: Use in all solicitations. Delete provisions that do not apply. As prescribed in FAR 52.102-1, some provisions can be inserted in solicitations and contracts by reference. See the Section K Matrix and FAR 52.301 for various types of contracts to which provisions can be incorporated by reference and the section of the solicitation or contract to which these provisions should be incorporated.

REFERENCE: FAR 52.252-1

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization):*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

PRESCRIPTION: Insert in solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless (a) the acquisition is to be made under the simplified acquisition procedures in Part 13; (b) the solicitation is a request for technical proposals under two-step sealed bidding procedures; or (c) the solicitation is for utility services for which rates are set by law or regulation. In addition, this provision is not to be used when the provision at FAR 52.204-8, Annual Representations and Certifications, and the clause at FAR 52.204-7, Central Contractor Registration, are both used.

REFERENCE: FAR 3.103-1

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions*.
"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.
☐ TIN has been applied for.
☐ TIN is not required because:
☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
☐ Offeror is an agency or instrumentality of a foreign government;
☐ Offeror is an agency or instrumentality of a Federal Government;
☐ Other. State basis._____

(e) *Type of organization.*

☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt):
☐ Corporate entity (tax-exempt):
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other _____.

(f) *Common Parent*.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
☐ Name and TIN of common parent:

Name_____
TIN_____

(End of provision)

PRESCRIPTION: (a) Insert in solicitations that (a) do not include the clause at FAR 52.204-7, Central Contractor Registration, and (b) are not conducted under the procedures of FAR Part 12, Commercial Items.

(b) If the contractor has furnished a Taxpayer Identification Number (TIN) when completing the solicitation provision at 52.204-3, Taxpayer Identification, or paragraph (b) of the solicitation provision at 52.212-3, Offeror Representations and Certifications-Commercial Items, the contracting officer shall attach a copy of the completed solicitation provision as the last page of the copy of the contract sent to the payment office. Attaching a copy of the

completed solicitation provision sent to the payment office does not apply to contracts that include the clause at FAR 52.204-7, Central Contractor Registration. When the clause at FAR 52.204-7, Central Contractor Registration, is used, the payment office obtains the taxpayer identification number and the type of organization from the Central Contractor Registration database (see FAR 4.203 and DFARS 204.203).

(c) This provision is not to be used when the provision at FAR 52.204-8, Annual Representations and Certifications, and the clause at 52.204-7, Central Contractor Registration, are both used.

REFERENCE: FAR 4.905

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) *Definition*. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation*. [*Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.*] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

(End of provision)

PRESCRIPTION: Use in all solicitations that are not set aside for small business concerns and that exceed the simplified acquisition threshold, if the contract is to be performed in the United States or its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands or the District of Columbia. This provision shall be omitted in solicitations containing the FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, provision. In addition, do not use this provision when the provision at FAR 52.204-8, Annual Representations and Certifications, and the clause at 52.204-7, Central Contractor Registration, are both used.

REFERENCE: FAR 4.607(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.204-8 -- ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)

(a)

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

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

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

(b)

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

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

[_] (i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010,or 2012.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $77,494, the provision with its Alternate II applies.

(D) If the acquisition value is $77,494 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

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

FAR Clause	Title	Date	Change

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

(End of Provision)

PRESCRIPTION: Insert In All Solicitations, Except For Commercial Items Solicitations Under Far Part 12

REFERENCE: FAR 4.1202

LAN LOCATION: SPAWAR Claimancy Clausebook/Section K Provisions

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

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

_____
_____
_____
_____

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

OFFEROR RECOMMENDATIONS

Item	Quantity	Price quotation	Total

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

(End of provision)

PRESCRIPTION: Use in solicitations for supplies. The provision need not be inserted if the solicitation is for a contract under the General Services Administration's multiple award schedule contract program, or if the contracting officer determines that (a) the Government already has the data, (b) the data is available, or (c) it is impracticable for the Government to vary its future requirements.

REFERENCE: FAR 7.203

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.209-5 -- CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEC 2008)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have * have not *, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(C) Are * are not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling

the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

PRESCRIPTION: Insert in solicitations where the contract value is expected to exceed the simplified acquisition threshold

REFERENCE: FAR 9.104-6

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.209-7 – INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

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

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

PRESCRIPTION: Insert the provision in solicitations where the resultant contract value is expected to exceed $500,000.

REFERENCE: FAR 9.104-7(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.212-1 -- INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time

specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

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

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

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

(C) If this solicitation is a request for proposals, it was the only proposal received.

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.*

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST (http://assist.daps.dla.mil).

(ii) Quick Search (http://assist.daps.dla.mil/quicksearch/)

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding $3,000, and offers of $3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at http://fedgov.dnb.com/webform. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to

award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

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

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

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

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

(4) A summary of rationale for award;

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

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

(End of Provision)

52.212-3 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (APR 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via https://www.acquisition.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—
(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—
(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.
"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

"Sensitive technology"—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—
(1) Means a small business concern—
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.
"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)
(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through https://www.acquisition.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.
[*Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*
These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.
Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
(1) *Small business concern*. The offeror represents as part of its offer that it o is, o is not a small business concern.
(2) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.
(3) *Service-disabled veteran-owned small business concern*. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision*.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.
(4) *Small disadvantaged business concern*. [*Complete only if the offeror represented itself as a small business*

concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
(5) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it o is, o is not a women-owned small business concern.
(6) WOSB concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It o is,o 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 o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror 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.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—
(i) It o is, o is not an EDWOSB concern, 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 o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror 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.
Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.
(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it o is a women-owned business concern.
(9) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____
(10) [*Complete only if the solicitation contains the clause at FAR* 52.219-23*, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR* 52.219-25*, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status*.]
(i) *General.* The offeror represents that either—
(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in

13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* _____.]

(11) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, as part of its offer, that—

(i) It o is, o 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 o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror 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.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (*31 U.S.C. 1352*)*. (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____

_____	_____
_	_

[*List as necessary*]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements–Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":
Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_	_
_____	_____
_	_
_____	_____
_	_

[*List as necessary*]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."
Other Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_	_
_____	_____
_	_
_____	_____
_	_

[*List as necessary*]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":
Canadian End Products:

Line Item No.
_____

_
_____
_
_____
_

[*List as necessary*]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":
Canadian or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_	_
_____	_____
_	_
_____	_____
_	_

[*List as necessary*]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":
Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_	_
_____	_____
_	_
_____	_____
_	_

[*List as necessary*]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.
Other End Products:

Line Item No.	**Country of Origin**
_____	_____
_	_
_____	_____
_	_

_____ _____
_ _

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689*). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at* 22.1503*(b)*.]

(1) *Listed end products*.

Listed End Product	Listed Countries of Origin

_____ _____
_
_____ _____
_
(2) *Certification*. [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block*.]
[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
(1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) o Outside the United States.
(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]
[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o does not certify that—
(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
[ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o does not certify that—
(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
(3) If paragraph (k)(1) or (k)(2) of this clause applies—
(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
(l) *Taxpayer Identification Number (TIN) (*26 U.S.C. 6109*, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply

with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
(3) *Taxpayer Identification Number (TIN).*
o TIN: _____.
o TIN has been applied for.
o TIN is not required because:
o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
o Offeror is an agency or instrumentality of a foreign government;
o Offeror is an agency or instrumentality of the Federal Government.
(4) *Type of organization*.
o Sole proprietorship;
o Partnership;
o Corporate entity (not tax-exempt);
o Corporate entity (tax-exempt);
o Government entity (Federal, State, or local);
o Foreign government;
o International organization per 26 CFR 1.6049-4;
o Other _____.
(5) *Common parent*.
o Offeror is not owned or controlled by a common parent;
o Name and TIN of common parent:
Name _____.
TIN _____.
(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations.
(1) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.
(2) *Representation*. By submission of its offer, the offeror represents that—
(i) It is not an inverted domestic corporation; and
(ii) It is not a subsidiary of an inverted domestic corporation.
(o) *Sanctioned activities relating to Iran*.
(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(2) *Representation and Certification*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and
(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.
(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

PRESCRIPTION: Insert in solicitations for the acquisition of commercial items, and clauses in solicitations and contracts for the acquisition of commercial items. This provision provides a single, consolidated list of representations and certifications for the acquisition of commercial items and is attached to the solicitation for offerors to complete. This provision may not be tailored except in accordance with Subpart 1.4. Use the provision with its Alternate I in solicitations issued by DoD, NASA, or the Coast Guard. Use the provision with its Alternate II in solicitations for acquisitions for which small disadvantaged business procurement mechanisms are authorized on a regional basis.

REFERENCE: FAR 12.301(b)(2)
FAR 22.1503 and 22.1505
DFARS 212-301(b)(2)
DFARS 225.1101
DFARS 204.905

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2005)--ALTERNATE I (APR 2011)

As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:
(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.) [*The offeror shall check the category in which its ownership falls*]:
____ Black American.
___ Hispanic American.
___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
___ Individual/concern, other than one of the preceding.

(End of Alternate I)

PRESCRIPTION: Use the basic provision with its Alternate I in solicitations issued by DoD, NASA, or the Coast Guard that are expected to exceed the threshold at FAR 4.601(a).

REFERENCE: FAR 12.301(b)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2005)--ALTERNATE II (JAN 2012)

As prescribed in 12.301(b)(2), add the following paragraph (c)(10)(iii) to the basic provision:

iii) Address. The offeror represents that its address [_]is, [_] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.acquisition.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of Alternate II)

PRESCRIPTION: Use the basic provision with its Alternate II in solicitations for acquisitions for which small disadvantaged business procurement mechanisms are authorized on a regional basis.

REFERENCE: FAR 12.301(b)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.214-14 PLACE OF PERFORMANCE--SEALED BIDDING (APR 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend *[check applicable box]* to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

PLACE OF PERFORMANCE (STREET, ADDRESS, CITY, COUNTY, STATE, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN BIDDER

(End of provision)

PRESCRIPTION: Use in invitation for bids, except when the place of performance is specified by the Government. In addition, do not use this provision when the provision at FAR 52.204-8, Annual Representations and Certifications, and the clause at 52.204-7, Central Contractor Registration, are both used.

REFERENCE: FAR 14.201-6(h)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of _____ calendar days *[the Contracting Officer shall insert the number of days]*.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement. The bidder allows the following acceptance period:
_____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) of this clause of (2) any longer acceptance period stated in paragraph (d) of this clause.

(End of provision)

PRESCRIPTION: Use in Invitation for Bids when a minimum bid acceptance period other than 60 days is desired.

REFERENCE: FAR 14.201-6(j)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or respondent checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
_____	_____
_____	_____

(End of provision)

PRESCRIPTION: Insert in solicitations unless the place of performance is specified by the Government. In addition, do not use this provision when the provision at FAR 52.204-8, Annual Representations and Certifications, and the clause at 52.204-7, Central Contractor Registration, are both used.

REFERENCE: FAR 15.209(f)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)

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

(b) Representations.
(1) The offeror represents as part of its offer that it o is, o is not a small business concern.
(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents, for general statistical purposes, that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.
(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.*] The offeror represents as part of its offer that—

(i) It o is, o 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 o is, o not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror 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 offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.*] The offeror represents as part of its offer that—

(i) It o is, o 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 o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror 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 offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.
(7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision*.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.
(8) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents, as part of its offer, that—

(i) It o is, o 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 o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror 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.

(c) *Definitions*. As used in this provision—
"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.
"Service-disabled veteran-owned small business concern"—
(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.
"Women-owned small business concern" means a small business concern—
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.
(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

PRESCRIPTION: Use in all solicitations exceeding the micro-purchase threshold for the contract is to be performed in the U. S., its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. This provision shall not be used when the provision at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, is used. In addition, do not use this provision when the provision at FAR 52.204-

8, Annual Representations and Certifications, and the clause at 52.204-7, Central Contractor Registration, are both used.

REFERENCE: FAR 19.308(a)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)--ALTERNATE I (APR 2011)

As prescribed in **19.308**(a)(2), add the following paragraph (b)(9) to the basic provision:
(9) [*Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.*] The offeror shall check the category in which its ownership falls:
___ Black American.
___ Hispanic American.
___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
___ Individual/concern, other than one of the preceding.

(End of Alternate I)

PRESCRIPTION: The basic provision shall be used with its Alternate I in solicitations issued by DoD, NASA, or the Coast Guard that are expected to exceed the threshold at FAR 4.601(a).

REFERENCE: FAR 19.308(a)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.219-2 EQUAL LOW BIDS (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

_____

_____

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

PRESCRIPTION: When contracting by sealed bidding, the contracting officer shall insert this provision in solicitations and contracts when the contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. This provision shall not be used when the FAR 52.212-3 "Offeror Representations and Certifications--Commercial Items" is used. In addition, do not use this provision when the provision at FAR 52.204-8, Annual Representations and Certifications, and the clause at 52.204-7, Central Contractor Registration, are both used.

REFERENCE: FAR 19.308(c)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) *General*. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations*. (1) *General*. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--
☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
(A) No material change in disadvantaged ownership and control has occurred since its certification;
(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
(2) ☐ *For Joint Ventures*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(c) *Penalties and Remedies*. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--
(1) Be punished by imposition of a fine, imprisonment, or both;
(2) Be subject to administrative remedies, including suspension and debarment; and
(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

PRESCRIPTION: The contracting officer shall insert this provision in solicitations that include the clauses at FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, or FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns. As specified in the Federal Register notice of 01 Feb 1999 and the Deviation issued under DAR Tracking Number 2000-O0001, the use of the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, which provides for a price evaluation adjustment for small disadvantaged business concerns, has been suspended for Department of Defense solicitations for the period beginning 24 Feb 1999 and ending 23 Feb 2001. This provision shall not be used when the provision at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, is used. In addition, do not use this provision when the provision at FAR 52.204-8, Annual Representations and Certifications, and the clause at 52.204-7, Central Contractor Registration, are both used.

REFERENCE: FAR 19.308(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)--ALTERNATE I (JAN 2012)

As prescribed in 19.308(b), add the following paragraph (b)(3) to the basic provision:

3) *Address*. The offeror represents that its address o is, o is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.acquisition.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

PRESCRIPTION: Use the basic provision with its Alternate I in solicitations for acquisitions for which a price evaluation adjustment for small disadvantaged business concerns is authorized on a regional basis.

REFERENCE: FAR 19.308(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

(a) *Definition*.
Forced or indentured child labor means all work or service--
(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products*. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

_____

_____

Listed Countries of Origin

_____

_____

(c) *Certification*. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.
☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

PRESCRIPTION: Except as provided in paragraph (b) of FAR 22.1503, insert the provision at FAR 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, in all solicitations that are expected to exceed the micro-purchase threshold and are for the acquisition of end products (regardless of country of origin) of a type identified by country of origin on the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor that is available at Internet address http://www.dol.gov/dol/ilab, except solicitations for commercial items that include the provision at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items. In addition, do not use this provision when the provision at FAR 52.204-8, Annual Representations and Certifications, and the clause at 52.204-7, Central Contractor Registration, are both used. The contracting officer must identify in paragraph (b) of the provision at 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or paragraph (i)(1) of the provision at FAR 52.212-3, any applicable end products and countries of origin from the List. For solicitations estimated to equal or exceed $25,000, the contracting officer must exclude from the List in the solicitation end products from any countries identified at 22.1503(b), in accordance with the specified thresholds.

REFERENCE: FAR 22.1505(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--
(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
(b) It ☐ has, ☐ has not filed all required compliance reports; and
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

PRESCRIPTION: Use in solicitations when the contract will include the clause at FAR 52.222-26, Equal Opportunity, except when using the provision at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items. In addition, do not use this provision when the provision at FAR 52.204-8, Annual Representations and Certifications, and the clause at 52.204-7, Central Contractor Registration, are both used.

REFERENCE: FAR 22.810(a)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

PRESCRIPTION: Insert in solicitations that include the clause at FAR 52.222-26, Equal Opportunity, except when using the provision at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items. In addition, do not use this provision when the provision at FAR 52.204-8, Annual Representations and Certifications, and the clause at 52.204-7, Central Contractor Registration, are both used.

REFERENCE: FAR 22-810(d)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in section 313(a) and (g) of EPCRA and Section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at last one of the following reasons: *(Check each block that is applicable.)*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
(A) Major group code 10 (except 1011, 1081, and 1094.
(B) Major group code 12 (except 1241).
(C) Major group codes 20 through 39.
(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce.
(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis);

☐ (v) The facility is not located in the United States or its outlying areas.

(End of provision)

PRESCRIPTION: Use in all solicitations for competitive contracts expected to exceed $100,000 and competitive 8(a) contracts, unless it has been determined in accordance with FAR 23.905(b) that to do so is not practicable. Use with the clause at FAR 52.223-14, Toxic Chemical Release Reporting. This provision is <u>not</u> to be used when the provision at FAR 52.204-8, Annual Representations and Certifications, and the clause at 52.204-7, Central Contractor Registration, are both used.

REFERENCE: FAR 23.906(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.225-4 -- BUY AMERICAN ACT -- FREE TRADE AGREEMENTS--ISRAELI TRADE ACT CERTIFICATE (JUN 2009)

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-- Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[*List as necessary*]

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.:	Country of Origin:

[*List as necessary*]

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

Alternate I (Jan 2004). As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.----------

[List as necessary]

Alternate II (Jan 2004). As prescribed in 25.1101 (b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-- Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products

Line Item No.:	Country of Origin:

[*List as necessary*]

Alternate III (*Mar 2012*). As prescribed in 25.1101(b)(2)(iv), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[*List as necessary*]

(End of provision)

PRESCRIPTION: Insert in solicitations and contracts if --(A) The acquisition is for supplies, or for services involving the furnishing of supplies, for use within the United States, and the acquisition value is $25,000 or more, but is less than $194,000; (B) The acquisition is not for information technology that is a commercial item, using fiscal year 2004 or subsequent fiscal year funds; and (C) No exception in 25.401 applies. For acquisitions of agencies not subject to the Israeli Trade Act (see 25.406), see agency regulations.

REFERENCE: 25.1101(b)(2)(i)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.225-4 BUY AMERICAN ACT -- FREE TRADE AGREEMENTS – ISRAELI TRADE ACT CERTIFICATE- ALTERNATE I (JAN 2004).

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.----------

[List as necessary]

PRESCRIPTION: Substitute Alternate I (b) for paragraph (b) of the basic provision in solicitations containing the clause at 52.225-3 when the acquisition value is $25,000 or more but is less than $50,000.

REFERENCE: 25.1101(b)(2)(ii)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.225-4 BUY AMERICAN ACT -- FREE TRADE AGREEMENTS – ISRAELI TRADE ACT CERTIFICATE ALTERNATE II (JAN 2004).

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-- Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products

Line Item No.:	Country of Origin:

[*List as necessary*]

PRESCRIPTION: Substitute Alternate II paragraph (b) for paragraph (b) of the basic provision in solicitations containing the clause at 52.225-3 if the acquisition value is $50,000 or more but less than $64,786.

REFERENCE: 25.1101(b)(2)(iii)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.225-18 PLACE OF MANUFACTURE (SEP 2006)

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

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

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

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

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

(2) [ ] Outside the United States.

(End of provision)

PRESCRIPTION: Insert the provision in solicitations that are predominantly for the acquisition of manufactured end products, as defined in the provision at 52.225-18 (*i.e.,* the estimated value of the manufactured end products exceeds the estimated value of other items to be acquired as a result of the solicitation).

REFERENCES: 25.1101(f)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (OCT 2008)

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

> "Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.
>
> "Minority Institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) *Representation*. The offeror represents that it --

> * is * is not a historically black college or university;
>
> * is * is not a minority institution.

(End of Provision)

PRESCRIPTION: Insert in solicitations exceeding the micro-purchase threshold, for research, studies, supplies, or services of the type normally acquired from higher educational institutions. For DoD, NASA, and Coast Guard acquisitions, also insert the provision in solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

REFERENCE: FAR 26.304

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) *Cost or charges for royalties.* When the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.
(2) Date of license agreement.
(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
(5) Percentage or dollar rate of royalty per unit.
(6) Unit Price of contract item.
(7) Number of units.
(8) Total dollar amount of royalties.

(b) *Copies of current licenses*. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

PRESCRIPTION: Use in solicitations when royalty information is desired or cost and pricing data is obtained. Use Alternate I if solicitation is for communication services and facilities to be furnished by common carrier. This provision and its Alternate I are not to be used when the provision at FAR 52.204-8, Annual Representations and Certifications, and the clause at 52.204-7, Central Contractor Registration, are both used.

REFERENCE: FAR 27.204-2

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.227-6 ROYALTY INFORMATION (APR 1984)--ALTERNATE I (APR 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

(a) *Cost or charges for royalties.* When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(End of Alternate I)

PRESCRIPTION: Use in solicitations when royalty information is desired or cost and pricing data is obtained. Use Alternate I if solicitation is for communication services and facilities by a common carrier.

REFERENCE: FAR 27.204-2

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.227-7 PATENTS-NOTICE OF GOVERNMENT LICENSEE (APR 1984)

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is _____ (*Contracting Officer fill in*), and the royalty rate is _____ (*Contracting Officer fill in*). If the offeror is the owner of, or a licensee under, the patent, indicate below:

☐ Owner
☐ Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

(End of provision)

PRESCRIPTION: If the Government is obligated to pay a royalty on a patent involved in the prospective contract, the contracting officer shall insert in the solicitation, substantially as shown, the provision at FAR 52.227-7.

REFERENCE: FAR 27.204-3(c)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.230-1 -- COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

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

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

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

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of $7000,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

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

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

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

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

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

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

* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and

subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

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

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

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

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

☐ yes ☐ no

(End of Provision)

PRESCRIPTION: Insert in solicitations for proposed contracts subject to CAS as specified in 48 CFR 9903.201 (FAR Appendix). If an award to an educational institution is contemplated prior to July 1, 1997, the contracting officer shall insert the basic provision set forth at 52.230-1 with its Alternate I, unless the contract is to be performed by a Federally Funded Research and Development Center (FFRDC) (see 48 CFR 9903.201-2(c)(5) (FAR Appendix)), or the provision at 48 CFR 9903.201-2(c)(6) (FAR Appendix) applies. Insert the provision at FAR 52.230-7, Proposal Disclosure--Cost Accounting Practice Changes, in solicitations for contracts subject to CAS as specified in 48 CFR 9903.201 (FAR Appendix).

REFERENCE: FAR 30.201-3

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (DEVIATION 2012-O0003) (JAN 2012)

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

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c) (5) or 9903.201-2(c) (6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of $700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement*. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

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

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

Date of Disclosure Statement: _____

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

_____

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

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

Date of Disclosure Statement: _____

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

_____

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

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

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

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

II. COST ACCOUNTING STANDARDs-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified prov1s10ns of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

☐ Yes ☐ No

(End of provision)

PRESCRIPTION: The attached provision shall be included in new solicitations and resultant contracts in accordance with the prescriptions at FAR 30.201-3 and 30.201-4, except that the contracting officer shall use the amount $700,000 in lieu of $650,000, when applying the prescription at 30.20 1-4(b). This deviation implements the increase in the cost accounting standards threshold from $650,000 to $700,000, as recently incorporate incorporated at 48 CFR 9901 and 9903 by the Cost Accounting Standards Board (76 FR 79545).

REFERENCE: FAR 30.201-3

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)--ALTERNATE I (APR 1996)

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

☐ (5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):
☐ (i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.
☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

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

(End of Alternate I)

PRESCRIPTION: If an award to an educational institution is contemplated prior to July 1, 1997, the contracting officer shall insert the basic provision with its Alternate I, unless the contract is to be performed by a Federally Funded Research and Development Center (FFRDC) (see 48 CFR 9903.201-2(c)(5) (FAR Appendix)), or the provision at 48 CFR 9903.201-2(c)(6) (FAR Appendix) applies.

REFERENCE: FAR 30.201-3

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.230-7 – PROPSAL DISCLOSURE –COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.
[ ] Yes [ ] No
If the offeror checked "Yes" above, the offeror shall--
(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.
(End of provision)

PERSCRIPTION: Insert in solicitations for contracts subject to CAS as specified in 48 CFR 9903.201 (FAR Appendix).

REFERENCE: 30.201-3

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K CLAUSES

52.234-2 -- NOTICE OF EARNED VALUE MANAGEMENT SYSTEM -PRE-AWARD IBR (JUL 2006)

(a) The offeror shall provide documentation that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard - 748 (current version at time of solicitation).

(b) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.

(1) The plan shall--

(i) Describe the EVMS the offeror intends to use in performance of the contracts;

(ii) Distinguish between the offeror's existing management system and modifications proposed to meet the guidelines;

(iii) Describe the management system and its application in terms of the EVMS guidelines;

(iv) Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and

(v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.

(2) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

(3) The Government will review and approve the offeror's plan for an EVMS before contract award.

(4) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVM system will be compliant with the ANSI/EIA Standard - 748 guidelines.

(c) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected subject to the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

(d) The Government will conduct an Integrated Baseline Review (IBR), as designated by the agency, prior to contract award. The objective of the IBR is for the Government and the Contractor to jointly assess technical areas, such as the Contractor's planning, to ensure complete coverage of the contract requirements, logical scheduling of the work activities, adequate resources, methodologies for earned value (budgeted cost for work performed (BCWP)), and identification of inherent risks.

(End of provision)

PRESCRIPTION: For cost or incentive contracts valued at $20,000,000(*) or more, and for other contracts for which EVMS will be applied in accordance with 234.201(1)(iii), use the provision at 252.234-7001, Notice of Earned Value Management System, instead of the provisions at FAR 52.234-2, Notice of Earned Value Management System – Pre-Award IBR, and FAR 52.234-3, Notice of Earned Value Management System – Post-Award IBR.

(*) IN THEN DOLLAR YEARS

REFERENCE: FAR 34.203(a)
ANSI/EIA-748-1998
DoDI 5000.2 as revised by USD-ATL Memorandum of 7 March 2005
DoD Earned Value Management Implementation Guide Oct 2006

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.234-3 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM - POST AWARD IBR (JUL 2006)

(a) The offeror shall provide documentation that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard -748 (current version at time of solicitation).

(b) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.

(1) The plan shall--

(i) Describe the EVMS the offeror intends to use in performance of the contracts;

(ii) Distinguish between the offeror's existing management system and modifications proposed to meet the guidelines;

(iii) Describe the management system and its application in terms of the EVMS guidelines;

(iv) Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and

(v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.

(2) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

(3) The Government will review and approve the offeror's plan for an EVMS before contract award.

(4) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVM system will be compliant with the ANSI/EIA Standard -748 guidelines.

(c) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

(End of provision)

PRESCRIPTION: For cost or incentive contracts valued at $20,000,000(*) or more, and for other contracts for which EVMS will be applied in accordance with 234.201(1)(iii), use the provision at 252.234-7001, Notice of Earned Value Management System, instead of the provisions at FAR 52.234-2, Notice of Earned Value Management System – Pre-Award IBR, and FAR 52.234-3, Notice of Earned Value Management System – Post-Award IBR.

(*) IN THEN DOLLAR YEARS

REFERENCE: FAR 34.203(b)
ANSI/EIA-748-1998
DoDI 5000.2 as revised by USD-ATL Memorandum of 7 March 2005
DoD Earned Value Management Implementation Guide Oct 2006

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.247-53 FREIGHT CLASSIFICATION DESCRIPTION (APR 1984)

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description, or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

FOR FREIGHT CLASSIFICATION PURPOSES, OFFEROR
DESCRIBES THIS COMMODITY AS _____

(End of provision)

PRESCRIPTION: Use when supplies being acquired are new to the supply system, nonstandard or modifications of previously shipped items and new classifications may apply.

REFERENCE: FAR 47.305-9(b)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2010)

As prescribed in 204.1202, substitute the following paragraph (d) for paragraph (d) of the provision at FAR 52.204-8:

(d) The offeror has completed the annual representations and certifications

electronically via the Online Representations and Certifications Application (ORCA) website at https://orca.bpn.gov/. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

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

PRESCRIPTION: When using the provision at FAR 52.204-8, Annual Representations and Certifications—Substitute the above paragraph (c) of 252.204-7007, Alternate A, for paragraph (c) of the provision at FAR 52.204-8 and Do not include the following representations and certifications:(i) 252.209-7005, Reserve Officer Training Corps and Military Recruiting on Campus. (ii) 252.212-7000, Offeror Representations and Certifications – Commercial Items. (iii) 252.216-7003, Economic Price Adjustment – Wage Rates or Material Prices Controlled by a Foreign Government. (iv) 252.225-7000, Buy American Act—Balance of Payments Program Certificate. (v) 252.225-7020, Trade Agreements Certificate.(vi) 252.225-7031, Secondary Arab Boycott of Israel. (vii) 252.225-7035, Buy American Act—Free Trade Agreements—Balance of Payments Program Certificate. (viii) 252.225-7042, Authorization to Perform. (ix) 252.229-7003, Tax Exemptions (Italy). (x) 252.229-7005, Tax Exemptions (Spain). (xi) 252.239-7011, Special Construction and Equipment Charges. (xii) 252.247-7022, Representation of Extent of Transportation by Sea.

REFERENCE: DFARS 204.1202

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K CLAUSES

252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (MAR 2012)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

PRESCRIPTION: Include in all solicitations that will use funds made available by Division H of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), including solicitations for acquisition of commercial items under FAR part 12, and shall apply the following restrictions: the contracting officer shall not award a contract to any corporation that provides an affirmative response to the representation in the provision at 252.209-7998 with regard to any felony criminal violation of Federal or State law within the preceding 24 months. However, contracting officers may make an award despite these restrictions if the agency debarring and suspending official has considered suspension or debarment of the corporation and has made a written determination that this further action is not necessary to protect the interests of the Government. Upon receipt of an affirmative response to the representation, contracting officers shall consult with the agency debarring and suspending official.

REFERENCE:
OSD(ATL) memorandum dated March 9, 2012 - DARS Tracking Number 2012-O0007

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K CLAUSES

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

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

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

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

(b) The Offeror represents that-

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

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

(End of provision)

PRESCRIPTION: Contracting officers shall include the provision 252.209-7999 in all solicitations, including solicitations for acquisition of commercial items under FAR Part 12 that will use funds made available by Division A of the Consolidated Appropriations Act, 2012 (any funds made available by the DoD Appropriations Act of 2012).

The contracting officer shall not award a contract to any corporation that provides an affirmative response to the representation in the provision at 252.209-7999, with regard to unpaid Federal tax liability.

Further indications for use are provided within the DPAP memoranda of 23 January, 2012
http://www.acq.osd.mil/dpap/policy/policyvault/USA007336-11-DPAP.pdf

REFERENCE: OSD(ATL) memorandum dated January 23, 2012, DARS Tracking Number 2012-O0004

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K CLAUSES

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2005)

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

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea*. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it—

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

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

PRESCRIPTION: Use this provision in all solicitations for commercial items exceeding the simplified acquisition threshold. If an exception to 10 U.S.C. 2410i applies to a solicitation exceeding the simplified acquisition threshold (see DFARS 225.770-3), indicate on an addendum that "The certification in paragraph (b) of the provision at 252.212-7000 does not apply to this solicitation."

REFERENCE: DFARS 212.301(f)(ii)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.216-7007 ECONOMIC PRICE ADJUSTMENT—BASIC STEEL, ALUMINUM, BRASS, BRONZE, OR COPPER MILL PRODUCTS—REPRESENTATION (MAR 2012)

(a) *Definitions*. The terms "established price" and "unit price," as used in this provision, have the meaning given in the clause 252.216-7000, Economic Price Adjustment--Basic Steel, Aluminum, Brass, Bronze, or Copper Mill Products.

(b) By submission of its offer, the offeror represents that the unit price stated in this offer for _____*(Identify the item)* is not in excess of the offeror's established price in effect on the date set for opening of bids (or the contract date if this is to be a negotiated contract) for like quantities of the same item. This price is the net price after applying any applicable standard trade discounts offered by the offeror from its catalog, list, or schedule price.

(End of provision)

PRESCRIPTION: Use the provision in solicitations that include the clause at 252.216-7000, Economic Price Adjustment—Basic Steel, Aluminum, Brass, Bronze, or Copper Mill Products.

REFERENCE: DFARS 216.203-4-70(a)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.216-7008 ECONOMIC PRICE ADJUSTMENT—WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN GOVERNMENT—REPRESENTATION (MAR 2012)

(a) By submission of its offer, the offeror represents that the prices set forth in this offer—

(1) Are based on the wage rate(s) or material price(s) established and controlled by the government of _____ *(Offeror insert name of host country)*; and

(2) Do not include contingency allowances to pay for possible increases in wage rates or material prices.

(End of provision)

PRESCRIPTION: Use the provision in solicitations that include the clause DFARS 252.216-7003, Economic Price Adjustment–Wage Rates or Material Prices Controlled by a Foreign Government.

REFERENCE: DFARS 216.203-4-70(c)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.217-7002 OFFERING PROPERTY FOR EXCHANGE (JUN 2012)

(a) The property described in item number _____, is being offered in accordance with the exchange provisions of 40 U.S.C. 503.

(b) The property is located at _____(insert address)_____. Offerors may inspect the property during the period ____(insert beginning and ending dates and insert hours during day)____.

(End of provision)

PRESCRIPTION: Use when offering nonexcess personal property for exchange. Allow a minimum of 14 calendar days for the inspection period in paragraph (b) of the clause if the exchange property is in the contiguous United States. Allow at least 21 calendar days outside the contiguous United States.

REFERENCE: DFARS 217.7005

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2012)

(a) *Definitions*. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

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

(1) For all line items subject to the Buy American and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

Line Item Number	Country of Origin
_____	_____

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

Line Item Number	Country of Origin (If known)
_____	_____

(End of provision)

PRESCRIPTION: Use instead of the provision at FAR 52.225-2, Buy American Act Certificate. Use the provision in any solicitation that includes the clause at 252.225-7001, Buy American Act and Balance of Payments Program.

REFERENCE: DFARS 225.1101(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2010) – ALTERNATE I (DEC 2010)

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

PRESCRIPTION: Use when the acquisition is of end products listed in 225.401-70 in support of operations in Afghanistan.

REFERENCE: DFARS 225.1101(1)(ii)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.225-7018 PHOTOVOLTAIC DEVICES—CERTIFICATE (MAY 2012)

(a) *Definitions*. "Bahrainian photovoltaic device," "Canadian photovoltaic device," "Caribbean Basin photovoltaic device," "designated country," "domestic photovoltaic device," "foreign photovoltaic device," "Free Trade Agreement country," "Free Trade Agreement photovoltaic device," "Korean photovoltaic device," "least developed country photovoltaic device," "Moroccan photovoltaic device," "Peruvian photovoltaic device," "photovoltaic device," "qualifying country," "qualifying country photovoltaic device," "United States," "U.S.-made photovoltaic device," and "WTO GPA country photovoltaic device" have the meanings given in the Photovoltaic Devices clause of this solicitation.

(b) *Restrictions*. The following restrictions apply, depending on the estimated value of any photovoltaic devices to be utilized under a resultant contract:

(1) If more than $3,000 but less than $ $202,000, then the Government will not accept an offer specifying the use of other foreign photovoltaic devices in paragraph (c)(2)(ii), (c)(3)(ii) or (c)(4)(ii) of this provision, unless the offeror documents to the satisfaction of the Contracting Officer that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.

(2) If $202,000 or more, then the Government will consider only offers that utilize photovoltaic devices that are U.S.-made, qualifying country, or designated country photovoltaic devices.

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

[*The offeror shall check the block and fill in the blank for one of the following paragraphs, based on the estimated value and the country of origin of photovoltaic devices to be utilized in performance of the contract:*]

_____(1) No photovoltaic devices will be utilized in performance of the contract, or such photovoltaic devices have an estimated value of $3,000 or less.

(2) If more than $3,000 but less than $25,000—

_____(i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device or a qualifying country photovoltaic device [*Offeror to specify country of origin*_____]; or

_____(ii) The foreign (other than qualifying country) photovoltaic devices to be utilized in performance of the contract are the product of _____.[*Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.*]

(3) If $25,000 or more but less than $77,494—

_____(i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device; a qualifying country photovoltaic device; or a Canadian photovoltaic device [*Offeror to specify country of origin*_____]; or

_____(ii) The foreign (other than qualifying country or Canadian) photovoltaic devices to be utilized in performance of the contract are the product of _____.[*Offeror to specify country of*

origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.]

(4) If $77,494 or more but less than $100,000—

_____(i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device; a qualifying country (except Australian or Canadian) photovoltaic device; a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Korean, Moroccan, or Peruvian photovoltaic device) [*Offeror to specify country of origin*_____]; or

_____(ii) The offered foreign photovoltaic devices (other than those from countries listed in paragraph (c)(4)(i) of this provision) are the product of _____.[*Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.*]

(5) If $100,000 or more but less than $202,000—

_____(i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device; a qualifying country (except Australian or Canadian) photovoltaic device; a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Moroccan, or Peruvian photovoltaic device) [*Offeror to specify country of origin*_____]; or

_____(ii) The offered foreign photovoltaic devices (other than those from countries listed in paragraph (c)(4)(i) of this provision) are the product of _____. [*Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.*]

(6) If $202,000 or more—

_____ The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a U.S.-made, qualifying country, or designated country photovoltaic device. [*Offeror to specify country of origin*_____.]

(End of provision)

PRESCRIPTION: Use the provision in solicitations containing the clause at 252.225-7017

REFERENCE: DFARS 225.7011-4(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2005)

(a) *Definitions*. "Designated country end product", "nondesignated country end product", "qualifying country end product", and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) *Evaluation*. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--

(i) There are no offers of such end products;
(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
(iii) A national interest waiver has been granted.

(c) *Certification and identification of country of origin*.
(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.
(2) The following supplies are other nondesignated country end products:

_____ _____
(Line Item Number) (Country of Origin)

(End of provision)

PRESCRIPTION: Use this provision at DFARS 252.225-7020 in all solicitations that contain the clause at DFARS 252.225-7021. Use this provision at DFARS 252.225-7020 instead of the provision at FAR 52.225-6 - Except as provided in 225.1101(7)

REFERENCE: DFARS 225.1101(5)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.225-7020 TRADE AGREEMENTS CERTIFICATE (DEC 2010) Alternate I (DEC 2010)

As prescribed in 225.1101(5)(ii), substitute the following paragraphs (a), (b)(2), and (c) for paragraph (a), (b)(2), and (c) of the basic clause:

(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b)(2) Will consider only offers of end products that are U.S.-made, qualifying country, SC/CASA state, or designated country end products unless—

(c) Certification and identification of country of origin.

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

(2)(i) The following supplies are SC/CASA state end products:

(Line Item Number) (Country of Origin)

(ii) The following are other nondesignated country end products:

(Line Item Number) (Country of Origin)

(End of provision)

PRESCRIPTION: Use the provision instead of the provision at FAR 52.225-6, Trade Agreements Certificate, in solicitations that include the clause at 252.225-7021, Trade Agreements

REFERENCE: DFARS 225.1101(5)(i)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.225-7022 TRADE AGREEMENTS CERTIFICATE – INCLUSION OF IRAQI END PRODUCTS (SEP 2008)

(a) *Definitions.* "Designated country end product," "Iraqi end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, Iraqi, or designated country end products unless—

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

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

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

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

(Line Item Number) (Country of Origin)

(End of provision)

PRESCRIPTION: Use instead of the provision at FAR 52.225-6, Trade Agreements Certificate, in solicitations that include the clause at 252.225-7021, Trade Agreements, with its Alternate I.

REFERENCE: DFARS 225.1101(7)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.225-7023 PREFERENCE FOR PRODUCTS OR SERVICES FROM IRAQ OR AFGHANISTAN (APR 2010)

(a) *Definitions*. "Product from Iraq or Afghanistan" and "service from Iraq or Afghanistan," as used in this provision, are defined in the clause of this solicitation entitled "Requirement for Products or Services from Iraq or Afghanistan" (DFARS 252.225-7024).

(b) *Representation*. The offeror represents that all products or services to be delivered under a contract resulting from this solicitation are products from Iraq or Afghanistan or services from Iraq or Afghanistan, except those listed in—

(1) Paragraph (c) of this provision; or

(2) Paragraph (c)(2) of the provision entitled "Trade Agreements Certificate," or "Trade Agreements Certificate – Inclusion of Iraqi End Products," if included in this solicitation.

(c) *Other products or services*. The following offered products or services are not products from Iraq or Afghanistan or services from Iraq or Afghanistan:

(Line Item Number) (Country of Origin)

(d) *Evaluation*. For the purpose of evaluating competitive offers, the Contracting Officer will increase by 50 percent the prices of offers of products or services that are not products or services from Iraq or Afghanistan.

(End of provision)

PRESCRIPTION: Use in solicitations that provide a preference for products or services from Iraq or Afghanistan in accordance with 225.7703-1(a)(1). The contracting officer— (1) May modify the provision to provide a preference exclusively for products or services from Iraq or exclusively for products or services from Afghanistan by removing "or Afghanistan" or "Iraq or", respectively, wherever the phrase appears in the provision. If this provision is so modified, the clause at 252.225-7024 shall be modified accordingly; and (2) May modify the 50 percent evaluation factor in accordance with contracting office procedures.

In solicitations or contracts that include the provision at 252.225-7023, or the clauses at 252.225-7024/ 252.225-7026, do not use any of provisions or clauses listed at DFARS 225.7703-5 (e) or (f).

REFERENCE: DFARS 225.7703-5(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

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

(1) “Foreign person” means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) “United States” means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) “United States person” is defined in 50 U.S.C. App. 2415(2) and means—

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) *Certification*. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

PRESCRIPTION: Unless an exception applies or a waiver has been granted in accordance with DFARS Subpart 225.6, use the provision at DFARS 252.225-7031 in all solicitations.

REFERENCE: DFARS 225.7605

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.225-7035 BUY AMERICAN --FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2012)

(a) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Moroccan end product," Peruvian end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American—Free Trade Agreements—Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

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

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American—Free Trade Agreements—Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, or Peruvian end products

(Line Item Number) (Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number) (Country of Origin (If known))

(End of provision)

PRESCRIPTION: Use the provision at 252.225-7035, Buy American Act—Free Trade Agreements—Balance of Payments Program Certificate, instead of the provision at FAR 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, in solicitations that include the clause at 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program.

REFERENCE: DFARS 225.1101(10)(i)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.225-7035 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (OCT 2006) ALTERNATE I (JUN 2011)

As prescribed in 225.1101(10)(ii), substitute the phrase "Canadian end product" for the phrases "Bahrainian end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Moroccan end product," and "Peruvian end products" in paragraph (a) of the basic provision; substitute the phrase "Canadian end products" for the phrase "Free Trade Agreement country end products other than Bahrainian end products**,** Moroccan end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii) of the basic provision,**;** and delete the phrase "Australian or" from paragraph (c)(2)(i) of the basic provision.

(End of Alternate I)

REFERENCE: DFARS 225.1101(10)(ii)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.225-7035 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2010) ALTERNATE II (JUN 2012)

As prescribed in 225.1101(10)(iii), add the terms "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" in paragraph (a) and substitute the following paragraphs (b)(2) and (c)(2)(i) for paragraphs (b)(2) and (c)(2)(i) of the basic clause.

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

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

(Line Item Number) (Country of Origin)

(End of Alternate II)

REFERENCE: DFARS 225.1101(10)(iii)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.225-7035 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2010) ALTERNATE III (JUN 2012)

As prescribed in 225.1101(10)(iv), substitute the following paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) for paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) of the basic clause:

(a) Definitions. "Canadian end product," "commercially available off-the-shelf (COTS) item," "domestic end product," "foreign end product," "qualifying country end product," "South Caucasus/Central and South Asian

(SC/CASA) state end product," and "United States" have the meanings given in the Buy American—Free Trade Agreements—Balance of Payments Program clause of this solicitation.

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

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

(Line Item Number) (Country of Origin)

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

(Line Item Number) (Country of Origin)

(End of Alternate III)

REFERENCE: DFARS 225.1101(10)(iv)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.225-7035 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2010) ALTERNATE IV (MAY 2012)

ALTERNATE IV (MAY 2012) As prescribed in 225.1101(10)(v), add a definition of "Korean end product" in paragraph (a) of the basic provision; substitute the phrase "Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, or Peruvian end products" for the phrase "Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii) of the basic provision.

(End of Alternate IV)

REFERENCE: DFARS 225.1101(10)(v)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.225-7035 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2010) ALTERNATE V (MAY 2012)

ALTERNATE V (MAY 2012) As prescribed in 225.1101(10)(vi), substitute the following paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) for paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) of the basic clause:

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

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

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

(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, or Peruvian end products:

(Line Item Number) (Country of Origin)

(End of Alternate V)

REFERENCE: DFARS 225.1101(10)(VI)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.225-7046 EXPORTS BY APPROVED COMMUNITY MEMBERS IN RESPONSE TO THE SOLICITATION (MAY 2012)

(a) *Definitions*. The definitions of "Approved Community", “defense articles", "export", “Implementing Arrangement", “qualifying defense articles”, "transfer", “Treaty", and "U.S. DoD Treaty-eligible requirements" in DFARS clause 252.225-7047 apply to this provision.

(b) All contract line items in the contemplated contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles exempt from Treaty eligibility will be identified in those contract line items that are otherwise Treaty-eligible.

CONTRACT LINE ITEMS NOT INTENDED TO SATISFY
U.S. DoD TREATY-ELIGIBLE REQUIREMENTS:

_____

[*Enter Contract Line Item Number(s) or enter "None"*]

(c) Approved Community members responding to the solicitation may only export or transfer defense articles that specifically respond to the stated requirements of the solicitation.

(d) Subject to the other terms and conditions of the solicitation and the contemplated contract that affect the acceptability of foreign sources or foreign end products, components, parts, or materials, Approved Community

members are permitted, but not required, to use the Treaty for exports or transfers of qualifying defense articles in preparing a response to this solicitation.

(e) Any conduct by an offeror responding to this solicitation that falls outside the scope of the Treaty, the Implementing Arrangement, and the implementing regulations of the Department of State in 22 C.F.R. 126.17 (United Kingdom), and 22 C.F.R. 126 Supplement No. 1 (exempted technologies list) is subject to all applicable International Traffic in Arms Regulations (ITAR) requirements, including any criminal, civil, and administrative penalties or sanctions, as well as all other United States statutory and regulatory requirements outside of ITAR.

(f) If the offeror uses the procedures established pursuant to the Treaty, the offeror agrees that, with regard to the export or transfer of a qualifying defense article associated with responding to the solicitation, the offeror shall—

(1) Comply with the requirements and provisions of the Treaty, the Implementing Arrangement, and corresponding regulations (including the ITAR) of the U.S. Government and the government of the United Kingdom;

(2) Prior to the export or transfer of a qualifying defense article—

(i) Mark, identify, transmit, store, and handle any defense articles provided for the purpose of responding to such solicitations, as well as any defense articles provided with or developed pursuant to their responses to such solicitations, in accordance with the Treaty, the Implementing Arrangement, and corresponding United States Government and the government of the United Kingdom regulations including, but not limited to, the marking and classification requirements described in the applicable regulations;

(ii) Comply with the re-transfer or re-export provisions of the Treaty, the Implementing Arrangement, and corresponding United States Government and the government of the United Kingdom regulations, including, but not limited to, the re-transfer and re-export requirements described in the applicable regulations; and

(iii) Acknowledge that any conduct that falls outside or in violation of the Treaty, Implementing Arrangement, and implementing regulations of the applicable government including, but not limited to, unauthorized re-transfer or re-export in violation of the procedures established in the applicable Implementing Arrangement and implementing regulations, remains subject to applicable licensing requirements of the government of the United Kingdom and the United States Government, including any criminal, civil, and administrative penalties or sanctions contained therein; and

(3) Flow down the substance of this provision, including this paragraph (3), to any subcontractor at any tier intending to use the Treaty in responding to this solicitation.

(g) *Representation*. The offeror shall check one of the following boxes and sign the representation:

The offeror represents that export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation and that such export(s) or transfer(s) complied with the requirements of this provision.

_____

Name/Title of Duly Authorized Representative Date

The offeror represents that no export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation.

_____

Name/Title of Duly Authorized Representative Date

(End of provision)

REFERENCE: DFARS 225.7902-5(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE OR DISCLOSURE RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—
(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a
contract under the Small Business Innovation Research Program, the Rights in
Noncommercial Technical Data and Computer Software--Small Business Innovation
Research (SBIR) Program clause.
(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small
Business Innovation Research Program, the Rights in Noncommercial Technical Data
and Computer Software--Small Business Innovation Research (SBIR) Program clause.
(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the
Small Business Innovation Research Program, the notification and identification
requirements do not apply to technical data or computer software that will be
generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:
Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.
The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or			
Computer Software			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.
**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).
****Corporation, individual, or other person, as appropriate.
*****Enter “none” when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

PRESCRIPTION: Use the provision (1) in all solicitations that include the clause at 252.227-7013 "Rights in Technical Data--Noncommercial Items", (2) in SBIR solicitations and contracts that include the clause at 252.227-7018 "Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program", and (3) in all solicitations that include the clause at 252.227-7014 "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation."

REFERENCE: DFARS 227.7103-3(b)
DFARS 227.7104(e)(2) or
DFARS 227.7203-3(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of provision)

PRESCRIPTION: Use in solicitations that require the contractor to deliver data, computer software, or computer software documentation.

REFERENCE: DFARS 227.7103-6(d)
DFARS 227.7104(f)(2) or
DFARS 227.7203-6(e)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

252.234-7001 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM (APR 2008)

(a) If the offeror submits a proposal in the amount of $50,000,000 or more—

(1) The offeror shall provide documentation that the Cognizant Federal Agency (CFA) has determined that the proposed Earned Value Management System (EVMS) complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748) (current version at time of solicitation). The Government reserves the right to perform reviews of the EVMS when deemed necessary to verify compliance.

(2) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a)(1) of this provision, the offeror shall submit a comprehensive plan for compliance with the guidelines in ANSI/EIA-748.

(i) The plan shall—

(A) Describe the EVMS the offeror intends to use in performance of the contract, and how the proposed EVMS complies with the EVMS guidelines in ANSI/EIA-748;

(B) Distinguish between the offeror's existing management system and modifications proposed to meet the EVMS guidelines;

(C) Describe the management system and its application in terms of the EVMS guidelines;

(D) Describe the proposed procedure for administration of the EVMS guidelines as applied to subcontractors; and

(E) Describe the process the offeror will use to determine subcontractor compliance with ANSI/EIA-748.

(ii) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

(iii) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVMS will be compliant with the guidelines in ANSI/EIA-748.

(b) If the offeror submits a proposal in an amount less than $50,000,000—

(1) The offeror shall submit a written description of the management procedures it will use and maintain in the performance of any resultant contract to comply with the requirements of the Earned Value Management System clause of the contract. The description shall include—

(i) A matrix that correlates each guideline in ANSI/EIA-748 (current version at time of solicitation) to the corresponding process in the offeror's written management procedures; and

(ii) The process the offeror will use to determine subcontractor compliance with ANSI/EIA-748.

(2) If the offeror proposes to use an EVMS that has been determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748, the offeror may submit a copy of the documentation of such determination instead of the written description required by paragraph (b)(1) of this provision.

(c) The offeror shall identify the subcontractors (or the subcontracted effort if subcontractors have not been selected) to whom the EVMS requirements will apply. The offeror and the Government shall agree to the subcontractors or the subcontracted effort selected for application of the EVMS requirements. The offeror shall be responsible for ensuring that the selected subcontractors comply with the requirements of the Earned Value Management System clause of the contract.

(End of provision)

PRESCRIPTION: For cost or incentive contracts valued at $20,000,000(*) or more, and for other contracts for which EVMS will be applied in accordance with 234.201(1)(iii), use the provision at 252.234-7001, Notice of Earned Value Management System, instead of the provisions at FAR 52.234-2, Notice of Earned Value Management System – Pre-Award IBR, and FAR 52.234-3, Notice of Earned Value Management System – Post-Award IBR.

REFERENCE: DFARS 234.203(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

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

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

(b) *Representation.*

The Offeror represents that it--

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

PRESCRIPTION: Use in all solicitations containing the clause at DFARS 252.247-7023, Transportation of Supplies by Sea, and/or the clause at DFARS 252.247-7024, Notification of Transportation of Supplies by Sea, except (1) those for the direct purchase of ocean transportation services, or (2) those with an anticipated value at or below the simplified acquisition threshold.

REFERENCE: DFARS 247.573(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

5252.245-9403 ACQUISITION OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (MAR 1999)

In accordance with FAR 45.309(b), the offeror represents that this procurement ☐ does, ☐ does not involve the acquisition of Government production and research property, the disposition of which may be restricted by patent or other rights.

(End of provision)

PRESCRIPTION: Insert in solicitations when it is anticipated that the resulting contract may authorize the contractor to acquire Government production and research property whose disposal after use on the contract may be restricted by patent or other proprietary rights.

REFERENCE: NAVSUP PUB 592

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

K-303 REPRESENTATION REGARDING EMPLOYMENT OF NAVY PERSONNEL (DEC 1999)

The Contractor represents that he ☐ does, ☐ does not now employ or intend to employ any person for work under this contract who is a current civilian employee or active duty member of the United States Navy. Affirmative representations must be fully explained in writing and attached hereto. (Include the names of such persons and the Naval activity which employs them.)

(End of provision)

PRESCRIPTION: This provision is to be inserted into all solicitations for services. This provision is to be used with the H-341 "Employment of Navy Personnel Restricted" clause.

NOTE: Affirmative representations should be discussed with Counsel prior to award during the proposal evaluation process.

REFERENCE: DOD 5500.7-R, Paragraph 2-303

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

K-307 CONTRACT ADMINISTRATION OFFICE (DEC 1999)

Offeror shall provide cognizant defense contract administration office _____ with point of contact's name _____and phone number _____.

(End of provision)

PRESCRIPTION: Use in all solicitations.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

K-308 REQUEST FOR WAIVER OF FIRST ARTICLE TESTING APPROVAL (DEC 1999)

(a) Where supplies or equipment identical or similar to those specified in this solicitation have been previously approved as a "first article" as required by the specification cited in the solicitation, the requirement for First Article Approval may be waived by the Government.

(b) Offeror shall furnish in the space provided below the most recent contract number, contractor's name, and name of the manufacturer, if different from the contractor, under which the identical or similar item was previously accepted by the Government:

_____

_____

_____

(End of provision)

PRESCRIPTION: This provision is for use in solicitations requiring first article approval under the FAR 52.209-3 "First Article Approval--Contractor Testing" or FAR 52.209-4 "First Article Approval--Government Testing" clauses when the Government may waive the requirement for first article approval test:

(a) for supplies identical or similar to those called for in the schedule,
(b) that have been previously furnished by the offeror/contractor, and
(c) have been accepted by the Government.

REFERENCE: FAR 52.209-3(h) and FAR 52.209-4(i)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

K-401 SMALL BUSINESS INNOVATIVE RESEARCH PROGRAM PHASE II REPRESENTATIONS (APR 2001)

(a) *Representations*. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (a)(1) of this provision*.] The offeror represents, for general statistical purposes, as part of its offer that it ☐ is, ☐ is not a socially and economically disadvantaged small business concern.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (a)(1) of this provision*.] The offeror represents, for general statistical purposes, as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(b) *Definitions*. As used in this provision--

A "small business concern" is one that, at the time of award of a SBIR Phase II contract:

(1) Is independently owned and operated and organized for profit, is not dominant in the field of operation in which it is proposing, and has its principal place of business located in the United States;

(2) Is at least 51% owned, or in the case of a publicly owned business, at least 51% of its voting stock is owned by United States citizens or lawfully admitted permanent resident aliens;

(3) Has, including its affiliates, a number of employees not exceeding 500, and meets the other regulatory requirements found in 13 CFR Part 121. Business concerns, other than investment companies licensed, or state development companies qualifying under the Small Business Investment Act of 1958, 15 USC 661, et seq., are affiliates of one another when either directly or indirectly (i) one concern controls or has the power to control the other; or (ii) a third party or parties controls or has the power to control both. Control can be exercised through common ownership, common management, and contractual relationships. The term "affiliates" is defined in greater detail in 13 CFR Sec. 121.103. The term "number of employees" is defined in 13 CFR Sec. 121.106. Business concerns include, but are not limited to, any individual, partnership, corporation, joint venture, association or cooperative.

A "socially and economically disadvantaged small business concern" is a small business that is at the time of award of a SBIR Phase II contract:

(1) At least 51% owned by an Indian tribe or a native Hawaiian organization, or one or more socially and economically disadvantaged individuals, and

(2) Whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals. A "socially and economically disadvantaged individual" is defined as a member of any of the following groups: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent-Asian Americans, or other groups designated by SBA to be socially and economically disadvantaged.

A "women-owned small business concern" is one that, at the time of award of a SBIR Phase II contract, is at least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management of the business.

PRESCRIPTION: The prospective SBIR contractor is required to complete Provision K-401 "Small Business Innovative Research Program Phase II Representations" prior to the award of any SBIR Phase II contract to validate that the contractor's small business status has not changed since the award of the contractor's SBIR Phase I contract.

REFERENCE: Department of Defense SBIR Solicitation Document

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

K-701 REPRESENTATION OF COMPLIANCE WITH THE ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) ACCESSIBILITY STANDARDS (JUN 2001)

(a) The offeror represents that it ☐ will ☐ will not deliver Electronic and Information Technology (EIT) that complies with the EIT Accessibility Standards at 36 C.F.R. § 1194.

(b) If the offeror represents that it will not deliver EIT that complies with the EIT Accessibility Standards at 36 C.F.R. § 1194, it shall complete the following table:

Item	Rationale for Not Providing Compliant EIT

(End of provision)

PRESCRIPTION: Use in solicitations and contracts exceeding the micro-purchase threshold that require the contractor to deliver Electronic and Information Technology (EIT) for which an exemption from the EIT Accessibility Standards would not apply. Do not use if the solicitation includes Specification C-719 "Exemption From Electronic and Information Technology Accessibility Requirements".

REFERENCES: 36 C.F.R. § 1194
FAR Subpart 39.2

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION K PROVISIONS

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil/
https://www.acquisition.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

REFERENCE	TITLE	DATE
52.204-6	Data Universal Numbering System (DUNS) Number	Apr 2008
52.207-2	Notice of Streamlined Competition	May 2006
52.212-1	Instructions to Offerors--Commercial Items	Feb 2012
52.214-34	Submission of Offers in the English Language	Apr 1991
52.214-35	Submission of Offers in U.S. Currency	Apr 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	Jan 2004
52.215-1	Instructions to Offerors--Competitive Acquisition (Jan 2004) --Alternate I	Oct 1997
52.215-1	Instructions to Offerors--Competitive Acquisition (Jan 2004) --Alternate II	Oct 1997
52.215-3	Solicitation for Information or Planning Purposes	Oct 1997
52.215-5	Facsimile Proposals	Oct 1997
52.215-16	Facilities Capital Cost of Money	Jun 2003
52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort	Oct 2009
52.219-13	Notice of Set-Aside of Orders	Nov 2011
52.219-24	Small Disadvantaged Business Participation Program--Targets	Oct 2000
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	Jul 2005
52.222-46	Evaluation of Compensation for Professional Employees	Feb 1993
52.225-7	Waiver of Buy American Act for Civil Aircraft and Related Articles	Mar 2012
52.232-13	Notice of Progress Payments	Apr 1984
52.232-14	Notice of Availability of Progress Payments Exclusively for Small Business Concerns	Apr 1984
52.237-1	Site Visit	Apr 1984
52.237-10	Identification of Uncompensated Overtime	Oct 1997
52.247-45	F.o.b. Origin and/or F.o.b. Destination Evaluation	Apr 1984
52.247-46	Shipping Point(s) Used in Evaluation of F.o.b. Origin Offers	Apr 1984

NOTE TO NEGOTIATOR: *FOR INVITATION FOR BIDS, DELETE THE FAR 52.215-XX PROVISIONS FROM SECTION L AND SUBSTITUTE THE FOLLOWING FAR 52.214-XX PROVISIONS:*

SEALED BIDDING:

REFERENCE	TITLE	DATE
52.207-1	Notice of Cost Comparison (Sealed Bid)	May 2006
52.214-3	Amendments to Invitations for Bids	Jun 2006
52.214-4	False Statements in Bids	Sept 2005
52.214-5	Submission of Bids	Mar 1997

52.214-6	Explanation to Prospective Bidders	Apr 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	Nov 1999
52.214-10	Contract Award--Sealed Bidding	Jul 1990
52.214-12	Preparation of Bids	Apr 1984
52.214-13	Telegraphic Bids	Apr 1984
52.214-13	Telegraphic Bids (Apr 1984)--Alternate I	Nov 1988
52.214-15	Period for Acceptance of Bids	Apr 1984
52.214-20	Bid Samples	Apr 2002
52.214-20	Bid Samples (Apr 2002)--Alternate I	May 2002
52.214-20	Bid Samples (Apr 2002)--Alternate II	May 2002
52.214-23	Late Submissions, Modifications, and Withdrawals of Technical Proposals Under Two-Step Sealed Bidding	Nov 1999
52.214-25	Step Two of Two-Step Sealed Bidding	Apr 1985
52.214-31	Facsimile Bids	Dec 1989

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

REFERENCE	TITLE	DATE
252.206-7000	Domestic Source Restriction	Dec 1991
252.209-7008	Notice of Prohibition Relating to Organizational Conflict of Interest--Major Defense Acquisition Program	Dec 2010
252.215-7007	Notice of Intent to Re-solicit	Jun 2012
252.215-7008	Only One Offer	Jun 2012
252.234–7003	Notice of Cost and Software Data Reporting System	Nov 2010
252.234–7003	Notice of Cost and Software Data Reporting System (Nov 2010) --Alternate I Nov 2010	Nov 2010

(End of provision)

PRESCRIPTION: Use in all solicitations. Delete those provisions that do not apply (see the Section L Matrix to determine which provisions do not apply).

REFERENCE: FAR 52.212-1

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of provision)

PRESCRIPTION: The contracting officer shall insert the provision at 52.211-1, Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, in solicitations that cite specifications listed in the Index that are not furnished with the solicitation.

REFERENCE: FAR 11.204(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
(1) ASSIST (http://assist.daps.dla.mil/;
(2) Quick Search (http://assist.daps.dla.mil/quicksearch/)
(3) ASSISTdocs.com (http://assistdocs.com).
(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—
(1) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);
(2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

PRESCRIPTION: Insert the following provision
in solicitations that cite specifications listed in the ASSIST that are not furnished with the solicitation.

REFERENCE: FAR 11.204(B)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS, AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

The specifications cited in this solicitation may be obtained from:

*(Activity)*_____
*(Complete address)*_____
_____
_____
*(Telephone number)*_____
*(Person to be contacted)*_____
_____

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(End of provision)

PRESCRIPTION: Insert in solicitations that cite specifications that are not listed in the GSA Index, not furnished with solicitation, but may be obtained from the designated source.

FILL INS: *Insert address where specifications can be obtained

REFERENCE: FAR 11.204(c)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL INDEX DESCRIPTIONS (JUN 1988)

*(Activity)*_____
*(Complete address)*_____
_____
_____
*(Telephone number)*_____
*(Person to be contacted)*_____
*(Time(s) for viewing)*_____

* *Contracting officer insert address where specifications are available for examination.*

(End of provision)

PRESCRIPTION: Insert in solicitations that cite specifications that are not listed in the GSA Index and are available for examination at a specified location.

REFERENCE: FAR 11.204(d)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--
(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;
(2) Clearly identify the item by--
(i) Brand name, if any; and
(ii) Make or model number;
(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

PRESCRIPTION: The contracting officer must insert this provision when brand name or equal purchase descriptions are included in a solicitation exceeding the micropurchase threshold.

REFERENCE: FAR 11.107(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

252.211-7001 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (MAY 2006)

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

(Activity)

(Complete Address)

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of provision)

PRESCRIPTION: When contract performance requires use of specifications and standards which are not listed in the DODISS and data item descriptions which are not listed in the AMSDL, use provisions, as appropriate, substantially the same as those at 252.211-7001, Availability of Specifications and Standards Not Listed in DODISS, Data Item Descriptions Not Listed in DoD 5010.12-L, and Plans, Drawings, and Other Pertinent Documents, and 252.211-7002, Availability for Examination of Specifications, Standards, Plans, Drawings, Data Item Descriptions, and Other Pertinent Documents.

REFERENCE: DFARS 211.204(c)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

_____
_____
_____

[*Contracting officer* i*nsert complete address*]

(End of provision)

PRESCRIPTION: When contract performance requires use of specifications and standards which are not listed in the DODISS and data item descriptions which are not listed in the AMSDL, use provisions, as appropriate, substantially the same as those at 252.211-7001, Availability of Specifications and Standards Not Listed in DODISS, Data Item Descriptions Not Listed in DoD 5010.12-L, and Plans, Drawings, and Other Pertinent Documents, and 252.211-7002, Availability for Examination of Specifications, Standards, Plans, Drawings, Data Item Descriptions, and Other Pertinent Documents.

REFERENCE: DFARS 211.204(c)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.211-14 -- Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008)

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

(End of Provision)

PRESCRIPTION: Insert in solicitations when the contract to be awarded will be a rated order.

REFERENCE: FAR 11.604(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.214-21 DESCRIPTIVE LITERATURE (APR 2002)

(a) Descriptive literature, as used in this provision, means information furnished by a bidder, such as cuts, illustrations, drawings, and brochures, that shows a product's characteristics or construction or explains its operation. The term includes only that information required to evaluate the acceptability of the product and excludes other information for operating or maintaining the product.

(b) Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as--
(1) Design;
(2) Materials;
(3) Components;
(4) Performance characteristics; and
(5) Methods of manufacture, assembly, construction, or operation.

(c) Descriptive literature, required elsewhere in this solicitation, shall be--
(1) Identified to show the item(s) of the offer to which it applies; and
(2) Received by the time specified in this solicitation.

(d) If the bidder fails to submit descriptive literature on time, the Government will reject the bid, except that late descriptive literature sent by mail may be considered under the Late Submissions, Modifications, and Withdrawals of Bids provision of this solicitation.

(e) If the descriptive literature fails to show that the product offered conforms to the requirements of the solicitation, the Government will reject the bid.

(End of provision)

PRESCRPTION: Insert the provision in invitations for bids if (a) descriptive literature is required to evaluate the technical acceptability of an offered product, and (b) the required information will not be readily available, unless it is submitted by bidders.

REFERENCE: 14.201-6(p)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.214-21 DESCRIPTIVE LITERATURE (APR 2002)--ALTERNATE I (APR 2002)

As prescribed in 14.201-6(p)(2), add the following paragraphs (f) and (g) to the basic provision:

(f) The Contracting Officer may waive the requirement for furnishing descriptive literature if the offeror has supplied a product that is the same as that required by this solicitation under a prior contract. A bidder that requests a waiver of this requirement shall provide the following information:

Prior contract number _____

Date of prior contract _____

Contract line item number of product supplied _____

Name and address of Government activity to which delivery was made _____

Date of final delivery product supplied _____

(g) Bidders shall submit bids on the basis of required descriptive literature or on the basis of a previously supplied product under paragraph (f) of this provision. A bidder submitting a bid on one of these two bases may not elect to have its bid considered on the alternative basis after the time specified for receipt of bids. The Government will disregard a bidder's request for a waiver under paragraph (f) if that bidder has submitted the descriptive literature requested under this solicitation.

(End of Alternate I)

PRESCRIPTION: Use the basic provision which may be incorporated by reference with its Alternate I if the possibility exists that the contracting officer may waive the requirement for furnishing descriptive literature for a bidder offering a previously supplied product that meets specification requirements of the current solicitation.

REFERENCE: FAR 14.201-6(p)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

PRESCRIPTION: Considering the hierarchy at 15.402, the contracting officer shall insert the provision in solicitations if it is reasonably certain that certified cost or pricing data or data other than certified cost or pricing data will be required. This provision also provides instructions to offerors on how to request an exception from the requirement to submit certified cost or pricing data. The contracting officer shall -- (1) Use the provision with its Alternate I to specify a format for certified cost or pricing data other than the format required by Table 15-2 of this section; (2) Use the provision with its Alternate II if copies of the proposal are to be sent to the ACO and contract auditor; (3) Use the provision with its Alternate III if submission via electronic media is required; and (4) Replace the basic provision with its Alternate IV if certified cost or pricing data are not expected to be required because an exception may apply, but data other than certified cost or pricing data will be required as described in 15.403-3.

REFERENCE: FAR 15.408(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010)--ALTERNATE I (OCT 2010)

As prescribed in 15.408(l), (and see 15.403-5(b)(1)), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

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

(End of Alternate I)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010)--ALTERNATE II (OCT 1997)

As prescribed in 15.408(1), add the following paragraph (c) to the basic provision:

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

(End of Alternate II)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010)--ALTERNATE III (OCT 1997)

As prescribed in 15.408(1), add the following paragraph (c) to the basic provision (if Alternate II is also used, redesignated as paragraph (d).

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

(End of Alternate III)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010)--ALTERNATE IV (OCT 2010)

As prescribed in 15.408(1), replace the text of the basic provision with the following:

(a) Submission of certified cost or pricing data is not required.

(b) Provide information described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.]*

(End of Alternate IV)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010)--ALTERNATE IV (OCT 1997) (COMMERCIAL PRICING) (MAY 1999)

As prescribed in 15.408(1), replace the text of the basic [FAR 52.215-20 "Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data"] provision with the following:

(a) Submission of cost or pricing data is not required.
(b) To determine whether the prices offered in your response under the subject solicitation are "fair and reasonable," the offeror is required to submit the following information with their offer:

(1) A copy of the current catalog or established price list for the articles covered by the offer, or pertinent pages with a copy of the applicable dated cover sheet.

(2) Tell the contracting officer if such catalog or established price list:

(i) Is regularly maintained,
(ii) Is published or otherwise available for inspection by customers,
(iii) Reflects the prices at which sales are currently made to a number of buyers.

(3) The most current information on the prices at which comparable quantities of the same or similar items have been sold.

(End of Alternate IV)

PRESCRIPTION: The contracting officer shall insert a provision substantially the same as this text in solicitations for commercial items (see FAR Part 12) exceeding the micropurchase threshold, except (1) when prices are determined to be fair and reasonable based on adequate price competition as discussed in FAR 15.403-1(b)(1), or (2) when prices are set by law or regulation as discussed in FAR 15.403-1(b)(3). This text is also for use in solicitations for time-and-materials or labor hour contracts exceeding the micropurchase threshold if the proposed hourly rates are based on a commercial list price, except when prices are determined to be fair and reasonable based on adequate price competition as discussed in FAR 15.403-1(b)(1). Variations to this text may only be made if they conform to the guidance in FAR 15.402, 15.403-3, 15.404-1(d)(3) and 15.404-1(g).

REFERENCE: FAR 15.402(a)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010)--ALTERNATE IV (OCT 1997) (COST REALISM FOR SERVICES) (JUL 1999)

As prescribed in 15.408(1), replace the text of the basic [FAR 52.215-20 "Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data"] provision with the following:

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

The cost proposal shall be submitted in accordance with Section B set forth in this solicitation. All cost information shall be included in the cost proposal.

PART I--COST LABOR MATRIX:

(1) All offerors, including their subcontractors (if any) are to submit the current actual unloaded direct labor rates for all proposed personnel. In addition, all offerors, including subcontractors, are to provide the estimated hours per individual proposed. This information shall be submitted in exact accordance with the following matrix:

MATRIX EXAMPLE
INDIVIDUALS FOR WHOM RESUMES ARE REQUIRED

RFP Labor Category	Name of Proposed Individual	Offeror's Labor Category*	Estimated Hours Per Person	Percentage of Total Hours Estimated	Actual Direct Hourly Rate	Applicable Fringe Benefit	Applicable Overhead Rate _____(%)
(Example) Systems Analyst	John Smith	Analyst I	400	28.5%	$18.20	$1.82	$2.00

MATRIX EXAMPLE (CONTINUED)
INDIVIDUALS FOR WHOM RESUMES ARE REQUIRED

RFP Labor Category	Applicable G&A Rate _____(%)	Loaded Rate Exclusive of Fee **___%	Loaded Rate Inclusive of Fee **	Areas within Statement of Work (SOW)
(Example) Systems Analyst	$2.20	$24.22	$_____	2.1.1

MATRIX EXAMPLE
INDIVIDUALS FOR WHOM RESUMES ARE <u>NOT</u> REQUIRED

RFP Labor Category	Offeror's Labor Category*	Estimated Hours Per Person	Percentage of Total Hours Estimated	Actual Direct Hourly Rate	Applicable Fringe Benefit	Applicable Overhead Rate _____(%)

(Example) Systems Analyst	Analyst I	400	28.5%	$18.20	$1.82	$2.00

MATRIX EXAMPLE (CONTINUED)
INDIVIDUALS FOR WHOM RESUMES ARE NOT REQUIRED

RFP Labor Category	Applicable G&A Rate _____(%)	Loaded Rate Exclusive of Fee **___%	Loaded Rate Inclusive of Fee **	Areas within Statement of Work (SOW)
(Example) Systems Analyst	$2.20	$24.22	$_____	2.1.1

* If different than the RFP Labor Category
** NOTE: Include any other applicable indirect burdens in accordance with your approved accounting system.

(2) Do **not** submit average or composite rates. Current, actual unloaded rates are to be submitted for each individual proposed. As discussed in the FAR 52.237-10 "Identification of Uncompensated Overtime" provision, actual hourly rates submitted shall be derived by dividing the proposed individual's actual annual salary by 2080 hours, which is based on a 40 hour work week. Any uncompensated overtime proposed shall be clearly identified in the matrix and will be evaluated in accordance with the FAR 52.237-10 "Identification of Uncompensated Overtime" provision in Section L of this solicitation.

(3) List the major areas in the Statement of Work (SOW) that will be performed by each proposed individual.

(4) All labor categories to be used in the performance of the proposed contract shall be included in the above Matrix. All hours required by the solicitation and proposed shall be accounted for in the Matrix.

PART II--REQUIREMENT FOR INFORMATION OTHER THAN COST AND PRICING DATA:

In accordance with FAR 15.403-3(b), the following information as prescribed below is required for the purposes of assisting the Contracting Officer in determining the cost realism of competing offers. The terms "Cost Realism" and "Information Other Than Cost or Pricing Data" are defined in FAR 15.401.

(1) DIRECT LABOR - Identify the various labor categories required/intended for use under this contract including the number of labor hours, labor rates and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor *(see "Subcontracted Labor" below).* For the purpose of conducting cost realism evaluations, multiple rates will be evaluated at the highest rate. If this solicitation requires work to be performed at both the contractor and a Government site, then the proposal must include your company policy concerning any stipulations as to when on/off-site rates are effective.

(2) FRINGE BENEFITS - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(3) OVERHEAD - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(4) SUBCONTRACTED LABOR - Identify *(if applicable)*, any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract. This information may be submitted by the subcontractor under separate cover directly to the Contracting Officer.

(5) OTHER:

A. DIRECT COST - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal (e.g., royalties, Facilities Capital Cost of Money, Special Tooling, Material, Travel, Computer Usage, etc.). Include the basis for the proposed amount. The decision as to whether costs are handled as direct or indirect costs rests with the offeror, but shall be consistent with the offeror's approved cost accounting practices as disclosed in the Offeror's Disclosure Statement.

B. INDIRECT COST - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied. Advise if the rates proposed are in accordance with any Forward Pricing Rate Agreements and period of the agreement.

(6) GENERAL AND ADMINISTRATIVE EXPENSE - Identify the General and Administrative Expense (G&A) rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(7) FEE - Identify the fee rate, total amount proposed, and the cost elements on which the fee is applied.

The cost breakdown shall indicate the offeror's total estimated proposed price for each year and the cumulative proposed price for all years. Any information submitted must support the cost proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the cost proposed. Support any information provided by explanations or supporting rationale, as needed to permit the Contracting Officer and authorized representatives to evaluate the documentation.

The offeror is to identify its cognizant Defense Contract Audit Agency (DCAA) and Defense Contract Management Command (DCMC) Offices providing the following for each cognizant office:
(a) Point of Contact Name,
(b) Address,
(c) Telephone Number, and
(d) FAX Number.

(End of Alternate IV)

PRESCRIPTION: (a) This sample text is a format for the submission of information for a cost realism analysis in a competitive request for proposal when labor categories are being solicited. The solicitation may or may not require that resumes be submitted for one or more labor categories.

(b) Tailor the matrix, cost elements and data to focus on the data and cost elements important to the particular solicitation. Tailor the Matrix to only request the needed information i.e., if it is not important to distinguish between labor categories with or without resumes delete the matrix for resumes; or if actual dollar amounts are not needed for the indirect charges in the Matrixes "omit" those blocks. FAR 15.403-3 says "…the contracting officer should not obtain more information than is necessary for evaluating cost realism…"

(c) Contracting officers may use repetitive variations of the text in this provision, provided that such variations do not impose significant additional information submission requirements on the offerors.

(d) The text of this provision, or text substantially the same as this provision, is principally for use in solicitations for cost-reimbursement services contracts. It may also be used in solicitations for time-and-materials or labor-hour contracts. In addition, it may be used in requests for proposals for services when labor categories are being solicited and fixed-price task orders will be issued.

(e) This provision may be included in the text of the version of Provision L-317, Submission of Proposals (Complex), developed for a specific acquisition or it may be inserted into Section L as a separate provision. The

contracting officer shall not insert it both in the version of Provision L-317 developed for a specific acquisition and as a separate Section L provision.

REFERENCE: FAR 15.403-5(a)
FAR 15.204-5(b)
Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)--ALTERNATE IV (OCT 1997) (COST REALISM FOR SUPPLIES) (JUL 1999)

As prescribed in 15.408(1), replace the text of the basic [FAR 52.215-20 "Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data"] provision with the following:

(a) Submission of cost or pricing data is not required.

(b) In accordance with FAR 15.403-3(b), the offeror is to submit the following information for the purpose of assisting the Contracting Officer in determining the cost realism of competing offers. The terms "Cost Realism" and "Information Other Than Cost or Pricing Data" are defined in FAR 15.401.

(1) DIRECT MATERIALS - Identify proposed material items, purchased parts or subcontracted materials including the basis for the proposed amount (e.g., engineering estimate, vendor quote, catalog item, etc.).

(2) DIRECT LABOR - Identify the various labor categories required/intended for use under this contract including the number of labor hours, labor rates and total cost for each labor category proposed. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor *(see "Subcontracted Labor" below).* For the purpose of conducting cost realism evaluations, multiple rates will be evaluated at the highest rate. If this solicitation requires work to be performed at both the contractor and a Government site, then the proposal must include your company policy concerning any stipulations as to when on/off-site rates are effective.

(3) FRINGE BENEFITS - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(4) OVERHEAD - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(5) SUBCONTRACTED LABOR - Identify *(if applicable)*, any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract. This information may be submitted by the subcontractor under separate cover directly to the Contracting Officer.

(6) OTHER -

A. DIRECT COST - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, (e.g., royalties, Facilities Capital Cost of Money, Special Tooling, Material, Travel, Computer Usage, etc.). Include the basis for the proposed amount. The decision as to whether costs are

handled as direct or indirect costs rests with the offeror, but shall be consistent with the offeror's approved cost accounting practices as disclosed in the Offeror's Disclosure Statement.

B. INDIRECT COST - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied. Advise if the rates proposed are in accordance with any Forward Pricing Rate Agreements and period of the agreement.

(7) GENERAL AND ADMINISTRATIVE EXPENSE - Identify the General and Administrative Expense (G&A) rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(8) FEE - Identify the fee rate, total amount proposed, and the cost elements on which the fee is applied.

The cost breakdown shall indicate the offeror's total estimated proposed cost and fee. Any information submitted must support the cost proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the cost proposed. Support any information provided by explanations or supporting rationale, as needed to permit the Contracting Officer and authorized representatives to evaluate the documentation.

The offeror is to identify its cognizant Defense Contract Audit Agency (DCAA) and Defense Contract Management Command (DCMC) Offices providing the following for each cognizant office:
(a) Point of Contact Name,
(b) Address,
(c) Telephone Number, and
(d) FAX Number.

(End of Alternate IV)

PRESCRIPTION: (a) This sample text is a format for the submission of information for a cost realism analysis in a solicitation for a cost-reimbursement supply contract.

(b) When another division of a potential offeror might be a competitor for a particular subsystem, the contracting officer shall include Provision L-348 "Subcontractor Competition" in the request for proposal. The contracting officer may also find it advantageous to include an additional cost element that specifically addresses the costs associated with "interdivisional transfers." This element will be distinct from the "Direct Materials" cost element.

(c) Tailor the cost elements and data to focus on the data and cost elements important to the particular solicitation. FAR 15.403-3 says "…the contracting officer should not obtain more information than is necessary for evaluating cost realism…"

(d) This provision may be included in the text of the version of Provision L-317, Submission of Proposals (Complex), developed for a specific acquisition or it may be inserted into Section L as a separate provision. The contracting officer shall not insert it both in the version of Provision L-317 developed for a specific acquisition and as a separate Section L provision.

REFERENCE: FAR 15.403-5(a)
FAR 15.204-5(b)
Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a _____ *[Contracting Officer insert specific type of contract]* contract resulting from this solicitation.

(End of provision)

PRESCRIPTION: Insert in all solicitations, unless it is for (a) a fixed-price acquisition made under simplified acquisition procedures, or (b) information or planning purposes.

REFERENCE: FAR 16.105

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

PRESCRIPTION: Insert in solicitations for indefinite quantity contracts that may result in multiple awards contracts. Do not use in solicitations for advisory and assistance services (CAAS) contracts that may exceed 3 years and $10 million (including all options). Modify the provision to specify the estimated number of awards.

REFERENCE: FAR 16.506(f)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.216-28 MULTIPLE AWARDS FOR ADVISORY AND ASSISTANCE SERVICES (OCT 1995)

The Government intends to award multiple contracts for the same or similar advisory and assistance services to two or more sources under this solicitation unless the Government determines, after evaluation of offers, that only one offeror is capable of providing the services at the level of quality required.

(End of provision)

PRESCRIPTION: Insert in solicitations for task order contracts for advisory and assistance services (CAAS) that exceed 3 years and $10 million (including all options) unless a determination has been made under FAR 16.504(c)(2)(i)(A). Modify the provision to specify the estimated number of awards.

REFERENCE: FAR 16.506(g)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.216-29 – TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION (FEB 2007)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
(1) The offeror;
(2) Subcontractors; and/or
(3) Divisions, subsidiaries, or affiliates of the offeror under a common control;
(c) The offeror must establish fixed hourly rates using—
(1) Separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the offeror, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offer under a common control;
(2) Blended rates for each category of labor to be performed by the offeror, including labor transferred between divisions, subsidiaries, or affiliates of the offeror under a common control, and all subcontractors; or
(3) Any combination of separate and blended rates for each category of labor to be performed by the offeror, affiliates of the offeror under a common control, and subcontractors.
(End of Provision)

PRESCRIPTION: Insert in solicitations contemplating use of a Time-and-Materials or Labor-Hour type of contract for noncommercial items, if the price is expected to be based on adequate price competition. If authorized by agency procedures, the contracting officer may amend the provision to make mandatory one of the three approaches in paragraph (c) of the provision, and/or to require the identification of all subcontractors, divisions, subsidiaries, or affiliates included in a blended labor rate.

REFERENCE: DFARS 16.601(e)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.216-30 -- TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION (FEB 2007)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify separate fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit for each category of labor to be performed by—

(1) The offeror;

(2) Each subcontractor; and

(3) Each division, subsidiary, or affiliate of the offeror under a common control.

(c) Unless exempt under paragraph (d) of this provision, the fixed hourly rates for services transferred between divisions, subsidiaries, or affiliates of the offeror under a common control—

(1) Shall not include profit for the transferring organization; but

(2) May include profit for the prime Contractor.

(d) The fixed hourly rates for services that meet the definition of commercial item at 2.101 that are transferred between divisions, subsidiaries, or affiliates of the offeror under a common control may be the established catalog or market rate when it is the established practice of the transferring organization to price interorganizational transfers at other than cost for commercial work of the offeror or any division, subsidiary or affiliate of the offeror under a common control.

(End of Provision)

PRESCRIPTION: Insert in solicitations for noncommercial items contemplating use of a Time-and-Materials or Labor-Hour type of contract if the price is not expected to be based on adequate price competition.

REFERENCE: DFARS 16.601(e)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.216-31 – TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—COMMERCIAL ITEM ACQUISITION (FEB 2007)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates or the offeror under a common control.

(End of Provision)

PRESCRIPTION: Insert the provision in solicitations contemplating use of a Commercial Time-and-Materials or Labor-Hour contract.

REFERENCE: DFARS 16.601(e)(3)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

PRESCRIPTION: Insert in negotiated solicitations that invite offerors to propose performance-based payments. Use the provision with its Alternate I in competitive negotiated solicitations if the Government intends to adjust proposed prices for proposal evaluation purposes (see FAR 32.1004(e).

REFERENCE: FAR 32.1005(b)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)--ALTERNATE I (MAR 2000)

As prescribed in FAR 32.1005(b)(2), add the following paragraph (f) to the basic provision:

(f) The Government will adjust each proposed price to reflect the cost of providing the proposed performance-based payments to determine the total cost to the Government of that particular combination of price and performance-based financing. The Government will make the adjustment using the procedure described in FAR 32.205(c).

(End of Alternate I)

PRESCRIPTION: Use Alternate I with the basic provision in competitive negotiated solicitations if the Government intends to adjust proposed prices for proposal evaluation purposes (see FAR 32.1004(e).

REFERENCE: FAR 32.1005(b)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.232-31 INVITATION TO PROPOSE FINANCING TERMS (OCT 1995)

(a) The offeror is invited to propose terms under which the Government shall make contract financing payments during contract performance. The financing terms proposed by the offeror shall be a factor in the evaluation of the offeror's proposal. The financing terms of the successful offeror and the clause, Terms for Financing of Purchases of Commercial Items, at 52.232-29, shall be incorporated in any resulting contract.

(b) The offeror agrees that in the event of any conflict between the terms proposed by the offeror and the terms in the clause at 52.232-29, Terms for Financing of Purchases of Commercial Items, the terms of the clause at 52.232-29 shall govern.

(c) Because of statutory limitations (10 U.S.C. 2307(f) and 41 U.S.C. 255(f), the offeror's proposed financing shall not be acceptable if it does not conform to the following limitations:

(1) Delivery payments shall be made only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract;

(2) Contract financing payments shall not exceed 15 percent of the contract price in advance of any performance of work under the contract;

(3) The terms and conditions of the contract financing must be appropriate or customary in the commercial marketplace; and

(4) The terms and conditions of the contract financing must be in the best interests of the United States.

(d) The offeror's proposal of financing terms shall include the following:

(1) The proposed contractual language describing the contract financing (see FAR 32.202-2 for appropriate definitions of types of payments); and

(2) A listing of the earliest date and greatest amount at which each contract financing payment may be payable and the amount of each delivery payment. Any resulting contract shall provide that no contract financing payment shall be made at any earlier date or in a greater amount than shown in the offeror's listing.

(e) The offeror's proposed prices and financing terms shall be evaluated to determine the cost to the United States of the proposal using the interest rate and delivery schedule specified elsewhere in this solicitation.

(End of provision)

PRESCRIPTION: Insert when conditions under FAR 32.202-1(b) are met and offeror-proposed commercial contract financing terms is permitted.

REFERENCE: FAR 32.205(b)
FAR 32.206

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____. *[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]*

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

(End of Provision)

PRESCRIPTION: Insert in all solicitations for contracts expected to exceed the simplified acquisition threshold.

REFERENCE: FAR 33.106

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

[*As shown above, contracting officer insert regulation name (e.g., Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2)*]

(End or provision)

PRESCRIPTION: Insert in solicitations that include any FAR or supplemental provision with an authorized deviation.

REFERENCE: FAR 52.107(e)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Services (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

PRESCRIPTION: Use in solicitations when (i) the solicitation does not include the clause at 252.204-7004, Required Central Contractor Registration; and (ii) the CAGE codes for the potential offerors are not available to the contracting office.

REFERENCE: DFARS 204.7207

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

252.204-7011 ALTERNATIVE LINE ITEM STRUCTURE

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

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

Solicitation:

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

Alternative line item structure offer where monitors are shipped separately:

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

(End of provision)

PRESCRIPTION: Use in solicitations for commercial items and initial provisioning spares.

REFERENCE: DFARS 204.7109(b),

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

252.216-7002 ALTERNATE A, TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION (FEB 2007)

(c) The offeror must establish fixed hourly rates using separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the offeror, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offeror under a common control

PRESCRIPTION: Use the provision at FAR 52.216-29 with 252.216-7002, Alternate A, substituting the following paragraph (c) for paragraph (c) of the provision at FAR 52.216-29 in solicitations contemplating the use of a time-and-materials or labor-hour contract type for non-commercial items if the price is expected to be based on adequate competition.

REFERENCE: DFARS 216.601(e)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)

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

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

SOURCES OF SUPPLY

Line Items	National Stock Number	Commercial Item (Y or N)	Company	Address	Part No.	Actual Mfg?

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

(End of provision)

PRESCRIPTION: Insert in solicitations issued using other than full and open competition for supplies or for services requiring delivery of supplies. Does not apply to commercial items.

REFERENCE: DFARS 217-7303

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. ―Essential contractor service and ―mission-essential functions have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in attachment ___, Mission Essential Contractor Services, dated _____, during periods of crisis. The offeror shall–

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;
(2) Address in the plan, at a minimum—
(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;
(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;
(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;
(iv) Any established alert and notification procedures for mobilizing identified ―essential contractor service personnel; and
(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)

PRESCRIPTION: Use in all solicitations for services that include the clause 252.237-7023.

REFERENCE: DFARS 237.7603(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

252.246-7005 NOTICE OF WARRANTY TRACKING OF SERIALIZED ITEMS (JUN 2011)

(a) *Definition.* "Unique item identifier" and "warranty tracking" are defined in the clause at 252.246-7006, Warranty Tracking of Serialized Items.

(b) *Reporting of data for warranty tracking and administration.*
The offeror shall provide the information required by Attachment__, Warranty Tracking Information, (indicated by a single asterisk (*)), on each contract line item number, subline item number, or exhibit line item number for warranted items. The offeror shall provide all information required by Attachment __, Warranty Repair Source Instruction, prior to, but not later than when the warranted items are presented for receipt and/or acceptance. The "Warranty Item Unique Item Identifier data category may also be completed in conjunction with Attachment __, Warranty Repair Source Instruction. Information required in the warranty attachment shall include such information as duration, enterprise, enterprise identifier, first use, fixed expiration, installation, issuing agency, item type, starting event, serialized item, unique item identifier, usage, warranty administrator, warranty guarantor, warranty repair source, and warranty tracking. The offeror shall submit the data for warranty tracking to the Contracting Officer.

(End of provision)

Prescription: In addition to 252.211-7003, Item Identification and Valuation, which is prescribed in 211.274-6(a), use the following provision in solicitations and contracts when it is anticipated that the resulting contract will include a warranty for serialized items. (include only if offerors will be required to enter data with the offer)
REFERENCE: DFARS 246.710(5)(i)(A)

5252.215-9200 CERTIFICATE OF CURRENT COST OR PRICING DATA (OCT 1997)

Certification of cost or pricing date is required in accordance with FAR 15.403-4 and shall be prepared in the format specified in FAR 15.406-2. The Contractor shall be required to submit the certificate as soon as practicable after agreement is reached on the contract price.

(End of provision)

PRESCRIPTION: Use in solicitations expected to exceed $500,000 when certified cost or pricing data is required.

REFERENCE: FAR 15.403-4
FAR 15.406-2

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

5252.215-9201 CONFERENCE OF PROSPECTIVE OFFERORS (JAN 1989)

(a) A conference will be held with prospective offerors at _____ [*Contracting officer insert Eastern, Standard, Pacific time*] on _____ [*Contracting officer insert date*], at _____ [*Contracting officer insert location of conference*] for the purpose of clarifying any questions with regard to technical requirements which may come to your attention in the preparation of your response to this solicitation. Any remarks or explanation offered at the conference are not binding on any party present and shall be considered only as explanatory comments. In those areas where significant changes are involved, the solicitation will be amended and such amendment shall become part of any resultant agreement.

(b) The success of this type of conference depends largely on the lead time available to the Command for research in connection with questions submitted by offerors. Therefore, you are requested to mail written questions concerning any areas of uncertainty which, in your opinion, require clarification or correction, in sufficient time to be received on or before _____ [*Contracting officer insert date for questions*]. Questions transmitted by facsimile will be accepted. Your questions should be submitted and addressed to _____ [*Contracting officer insert address for questions to be sent*] and the envelope should be marked "Offerors Conference Questions, _____ [*Contracting officer insert solicitation number*]". It is imperative that the questions be submitted by the date indicated so that the Command may have an opportunity to furnish the participants with a set of such questions, obtain answers and furnish such answers simultaneously to all participants. Attempting to answer questions submitted subsequent to the above date unduly prolongs the conference and may result in the conference being held over for a second day. Accordingly, such late questions may not be answered at the conference, although they will be considered in preparing any necessary amendment to this solicitation. You are requested to furnish the Government Negotiator _____ [*Contracting officer insert negotiator's name, code and address*] the name(s) of not more than ____ [*Contracting officer insert maximum number of contractor representatives*] representatives who will attend this conference.

PRESCRIPTION: Use in solicitations when a pre-proposal conference will be held. Use Alternate I if security clearances will be required to attend the conference.

REFERENCE: FAR 15.409

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

5252.215-9201 CONFERENCE OF PROSPECTIVE OFFERORS (JAN 1989)--ALTERNATE I (MAR 1999)

If security clearances will be required to attend the conference, add the following paragraph (c) to the 5252.215-9201 "Conference of Prospective Offerors" provision

(c) Matters up to the classification of _____ [*Contracting officer insert level of security required for conference*] will be discussed at this conference. Therefore, in accordance with industrial security regulations, you are requested to submit in writing at least seven (7) days in advance of this conference, a list of your representatives who will attend and their security clearances. This list should be submitted to the _____ [*Contracting officer insert address of security office*], should be identified with the solicitation number and signed by your Security Officer. Failure to submit this in advance may result in your representatives being excluded from this conference. A copy of this list to the negotiator will satisfy the requirements of the last sentence of paragraph (b) above.

(End of Alternate I)

PRESCRIPTION: Use Alternate I if security clearances will be required to attend the conference.

REFERENCE: FAR 15.409

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

5252.215-9203 MAKE-OR-BUY PROGRAM (OCT 1997)

The offeror shall submit as part of his proposal a written proposed make-or-buy program in accordance with the requirements set forth herein.

(a) Definition of Make-or-Buy Program. A make-or-buy program is that part of each offeror's written plan which identifies (a) those major items to be produced or work efforts to be performed in the prime contractor's facilities and (b) those to be subcontracted. A "make" item is an item or work effort to be produced or performed by the offeror or its affiliates, subsidiaries, or divisions. A "buy" item means an item or work effort to be produced or performed by a subcontractor.

(b) Requirements of Make-or Buy Program under this Solicitation. The offeror shall submit as part of his proposal a written proposed make-or-buy plan which shall be confined to items that, because of their complexity, cost, quantity or because their production requires additional facilities, normally would require company management review of the make-or-buy decision. Raw materials, commercial products, and off-the-shelf items shall not be included. For purposes of this solicitation, the items or work efforts to be included in the program shall be limited to those constituting $1,000,000 or more.

(c) Factors to be Considered by Offeror in the Formulation of his Make-or-Buy Program. The offeror shall consider such factors as capability, capacity, availability of small business and labor surplus area concerns for subcontracting, establishment of new facilities in or near labor surplus areas, delivery or performance schedules, control of technical and schedule interfaces, proprietary processes, technical superiority or exclusiveness, and technical risks involved, before identifying in his proposed make-or-buy program that work which he considers he or his affiliates, subsidiaries, or divisions

(i) must perform as "must make",
(ii) must subcontract as "must buy", and
(iii) can either perform or acquire by subcontract as "can either make or buy".

(d) Information Required in Offeror's Make-or-Buy Program. The offeror's proposed make-or-buy program shall include or be supported by the following information:

(1) A description of each major item or work effort.

(2) Categorization of each major item or work effort as “must make”, “must buy”, or “can either make or buy”.

(3) For each item or work effort categorized as “can either make or buy”, a proposal either to “make” or to “buy”.

(4) Reasons for (i) categorizing items and work efforts as “must make” or “must buy” and (ii) proposing to “make” or to “buy” those categorized as “can either make or buy.” The reasons must include the consideration given to the evaluation factors described in the solicitation and be in sufficient detail to permit the contracting officer to evaluate the categorization or proposal.

(5) Designation of the plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.

(6) Identification of proposed subcontractors, if known, and their location and size status (see also Subpart 19.7 for subcontracting plan requirements).

(7) Any recommendations to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.

(8) Any other information the contracting officer requires in order to evaluate the program.

(e) Factors to be Considered by the Contracting Officer in the Evaluation of the Offeror’s Proposed Make-or-Buy Program. The Contracting Officer will consider the following factors in the evaluation of offeror’s proposed make-or-buy program:

(1) The effect of the proposed make-or-buy program on price, quality, delivery, and performance, including technical or financial risk involved.

(2) The effect of the following factors on the Government’s interest:

(i) Whether the contractor has justified performing work in plant that differs significantly from its normal operations.

(ii) Whether the contractor’s recommended program requires Government investment in new or other facilities in order for the contractor to perform the work in plant. (This additional cost to the Government would not be reflected in the contract price.)

(iii) The impact of the contractor’s projected plant work loading on indirect costs.

(iv) The contractor’s consideration of the competence, ability, experience, and capacity available in other firms, especially small business, small disadvantaged business, or labor surplus area concerns.

(v) The projected location of any required additional facilities in or near labor surplus areas.

(vi) The contractor’s make-or-buy history regarding the type of item concerned.

(vii) The scope of proposed subcontracts, including the type and level of technical effort involved.

(viii) Other factors such as future requirements, engineering, tooling, starting load costs, market conditions, technical superiority, and the availability of personnel and materials.

(End of provision)

PRESCRIPTION: Use in solicitations when information with respect to a prospective contractor's "make-or-buy program" is to be submitted.

ACQUISITIONS SUBJECT TO MAKE-OR-BUY PROGRAMS: (1) Contracting officers may require prospective contractors to submit make-or-buy program plans for negotiated acquisitions requiring cost or pricing data whose estimated value is $10 million or more, except when the proposed contract is for research or development and, if prototypes or hardware are involved, no significant follow-on production is anticipated, and (2) Contracting officers may require prospective contractors to submit make-or-buy programs for negotiated acquisitions whose estimated value is under $10 million only if the contracting officer: (i) Determines that the information is necessary; and (ii) Documents the reasons in the contract file.

REFERENCE: FAR 15.407-2
DFARS 215.407-2

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

5252.215-9209 USE OF NON-DEVELOPMENT ITEMS (NOV 1991)

Use of non-development items (NDI) is the preferred method of satisfying operational requirements of the Navy where such use does not significantly degrade the operational or performance requirements. NDI is defined as any of the following:

a. Commercial and commercial type products.

b. Material developed and in use by the Navy and other military service or government agency.

c. Material developed and in use by other countries.

d. Any of the above that can be modified or integrated to meet the requirements of this solicitation.

Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e., end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal. The intent of the NDI alternative is to provide the Navy with effective and economical solutions to its essential operational requirements. Less than full compliance with all performance, technical or operational objectives does not preclude the use of NDI, and offerors should propose such NDI in order for the Navy to consider technical and performance trade-offs. However, NDI alternatives that significantly degrade the performance characteristics of the contract product(s), will not be considered. Offerors are requested to present the cost/benefit analysis that supports the intelligent employment of NDI alternatives.

(End of provision)

PRESCRIPTION: Use in negotiated solicitations for hardware or software to encourage offerors to propose commercial or commercial type products in lieu of conventional R&D or Military production items.

REFERENCE: FAR 11.002(a)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISION

5252.223-9001 NOTICE TO OFFERORS--USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified Specification/Standard

[*Contracting officer is to identify and insert screened ODS requirements*]

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

(End of provision)

PRESCRIPTION: Offerors should be encouraged to share with the Navy any knowledge they might have regarding Class I ODS required by specifications or standards in a solicitation. The contracting officer may include a provision substantially similar to the provision at 5252.223-9001 "Notice to Offerors – Use of Class I Ozone Depleting Substances" in solicitations, if considered appropriate.

REFERENCE: NMCARS 5223.803-91

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

5252.237-9402 RESUME REQUIREMENTS (JUN 1994)

The following information must be provided in the cost proposal, by lot or option, for each resume required to be submitted in the technical proposal:

(a) estimated annual salary
(b) total estimated annual hours; and
(c) total estimated hours to be worked under the contract.

Failure to provide this information may impact the Government's evaluation of Contractor's proposals. If this information is proprietary to subcontractors, it may be provided under separate cover, however, it must be easily identifiable and readily combined with the rest of the proposal.

(End of provision)

PRESCRIPTION: Insert in competitive solicitations requiring submission of resumes for technical review.

REFERENCE: NAVSUP PUB 592

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

5252.237-9403 LABOR HOUR CATEGORY IDENTIFICATION (JAN 1992)

The offeror shall submit the following information:

(a) For each category of labor specified by the Government in Section B, the Offeror shall identify the corresponding company labor category/categories.

(b) For each company labor category identified, the Offeror shall define and specify below the minimum qualifications/experience elements that will be used by the Contractor as a basis for assigning personnel for work under the contract.

Company Labor Categories	Minimum Qualifications

(End of provision)

PRESCRIPTION: Insert in solicitations employing negotiated procedures when labor category (personnel) requirements are stated in the request for proposal.

REFERENCE: NAVSUP PUB 592

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

5252.237-9404 MANAGEMENT PROPOSAL (JAN 1992)

(a) The following information shall be included in Volume ___ [*Contracting officer insert the applicable Volume number*] of your offer. This information is required to facilitate an evaluation and comparison of your qualifications with other firms submitting proposals:

(1) A description of the management and administrative organization available or to be established for the supervision, and assurance of expeditious and economical performance of the services required under the proposed contract, including a sample work structure chart by job classification and code.

(2) Information concerning your firm's experience in performance of Government contracts for similar services of the variety and magnitude set forth in the request for proposal. This information should include data as to the scope of work required under such contracts, the term of said contracts, number and types of personnel furnished, the procuring agencies contracted with, contract numbers, and any other applicable information.

(3) Resumes for the key personnel proposed to be furnished under the proposed contract. Resumes shall include the following information:

(i) Name and education background.
(ii) Employment history giving the name of each employer, the period of employment and titled.
(iii) Experience history of applicable experience only. Include name of company, period of time of experience, description of duties, level of responsibility, and title.
(iv) Experience history or such other experience as the company may wish to present to show the potential of the candidate. The same information as for applicable experience should be indicated.
(v) Each resume must indicate whether it is for a current employee of your firm or a proposed new hire.

(4) Information as to the numbers and types of personnel currently employed on a permanent basis and available during peak load periods on a temporary basis.

(5) Names, positions and level of security clearance for managerial and key personnel proposed for liaison and contract management.

(6) The amount of time required from notification of contract award, to establish a capability of assuming complete responsibility for furnishing all services to be accomplished under the proposed contract.

(b) No cost information shall be included in Volume ___ [*Contracting officer insert the applicable Volume number*].

(End of provision)

PRESCRIPTION: Insert in solicitations when a description of the offeror's management plan is required.

REFERENCE: NAVSUP PUB 592

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

5252.245-9400 USE OF EXISTING GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (JAN 1992)

(a) Any Offeror proposing to use existing production and research property in the performance of work under this solicitation shall submit with his offer the following:

(1) A list or description of all Government production and research property that the offeror or its subcontractors propose to use on a rent-free basis. This list shall include property offered for use in the solicitation, as well as property already in possession of the offeror and its subcontractors under other contracts.

(2) Identification of the facilities contract or other instrument under which property already in possession of the offeror and its subcontractors is held, and the written permission for its use from the Contracting Officer having cognizance of the property.

(3) The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support proration of the rent.

(4) The amount of rent that would otherwise be charged, computed in accordance with FAR 45.403.

(b) The competitive advantage that might otherwise accrue to an offeror from the use of existing Government production and research property shall be eliminated by adding an evaluation factor to each offer for which such use is requested, which shall be equivalent to the rent which would otherwise be charged for such use. No use of Government production and research property other than as described and permitted herein shall be authorized unless such use is approved in writing by the Contracting Officer cognizant of the property, and either rent calculated in accordance with FAR 52.245-9, Use and Charges, is charged, or the contract price is reduced by an equivalent amount.

(End of provision)

PRESCRIPTION: Insert in conjunction with the Section M-306, "Evaluation - Rent Free Use of Government Production and Research Property" provision in competitive solicitations where it is anticipated that one or more offers may include requests to use existing government production and research property in contract performance pursuant to the Section H NAVSUP 5252.245-9402 "Rent Free Use of Government Production and Research Property" clause.

REFERENCE: FAR 45.406

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-303 ALTERNATIVES TO MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS (JUL 1999)

(a) The Department of Defense is--

(1) committed to minimizing the use of military and federal specifications and standards; and
(2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.

(b) The offeror--

(1) is encouraged to identify and propose alternatives to specifications and standards cited in this solicitation;
(2) may submit a proposal to the Contracting Officer that, as a minimum, consists of--
(i) a copy of the proposed alternatives;
(ii) a comparison of the proposed alternatives to the specification or standards cited in the solicitation; and
(iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

(c) The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If an alternative proposal is not considered for the instant procurement, it will be considered for future procurements. If the Contracting Officer does not accept the offeror's proposed alternative, the offeror agrees to perform in accordance with the specified requirements.

(End of provision)

PRESCRIPTION: Use in all solicitations that include military or federal specifications and award is estimated $100,000 or more.

REFERENCE: FAR 11.002 (c)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-316 SUBMISSION OF PROPOSALS (SIMPLIFIED) (JUL 1999)

(a) Proposals shall be prepared and submitted as follows:

VOLUME I, Technical: Original and ____ [*Contracting officer insert number of copies technical proposal*] copies.

Page Limitation: ____ [*Contracting officer insert single side page limitation of technical proposal*] single side; ____ [*Contracting officer insert double side page limitation of technical proposal*] double side.

VOLUME II, Cost/Price: Original and ____ [*Contracting officer insert number of copies cost/price proposal*] copies.

Page Limitation: ____ [*Contracting officer insert page limitation (if any) or state "None"*]

VOLUME III, Contractual: Original only.

Section A - Proposal Cover Letter
Section B - Contract Forms
Section C - Representation and Certifications
Section D - Exceptions to RFP
Section E - Small Business Plan, if applicable
Section F - Miscellaneous, i.e.,
- Name and address of DIS office
- Contractor Responsibility

(b) Format, Organization and Content

(1) Format

(A) Each volume must be separately bound and contain sufficient information to permit a detailed evaluation. Data previously submitted, if any, will not be used in the evaluation of your response to this Request for Proposal. Previously submitted data shall not therefore be included in your proposal "by reference".

(B) The offeror's proposal shall be prepared on standard 8 1/2" by 11" paper, double-spaced, with 1" minimum margins. Foldouts may be used, but shall be no larger than 17" by 11", shall be printed on one side only, and shall count as two pages.

(C) The type used shall be no smaller than 10-pitch "pica".

(2) Organization

(A) The proposal shall be organized into the volumes, sections and page limitations shown above.

(B) Pages shall be numbered consecutively within each Section, showing volume, section, and page. As an example, page 19 of Section B of Volume I would be numbered I-B-19. Pages in the Cost Volume shall be numbered consecutively. There are no sections in the Cost Volume. As an example, page 62 of the Cost Volume would be numbered "II-62."

(C) Tables, figures and charts also will be numbered consecutively in each section and volume using the scheme shown above, with the exception that "Table," "Figure," or "Chart" will precede the number where appropriate.

(3) Content

(A) VOLUME I, TECHNICAL

This volume shall include the contractors understanding of the technical requirements and how the offeror complies with those requirements. Offers which do not present sufficient information to permit complete technical evaluation by the Government may be rejected.

(B) VOLUME II, COST/PRICE

This volume should contain certain cost/price information only. Cost/Price data to be included is delineated elsewhere in this solicitation.

(C) VOLUME III, CONTRACTUAL

This volume provides for all other miscellaneous contractual items delineated above in this provision.

(End of provision)

PRESCRIPTION: This provision is for use in all solicitations requiring simple technical and cost/price proposals. See Provision L-317 for complex proposal submission; do not use both provisions together. This provision is to be tailored for the specific action.

REFERENCE: FAR 15.204-5(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-317 SUBMISSION OF PROPOSALS (COMPLEX) (JUL 1999)

(a) Proposals shall be prepared and submitted as follows:

VOLUME I, Technical: Original and ____ [*Contracting officer insert number of copies technical proposal*] copies.

Page Limitation: ____ [*Contracting officer insert single side page limitation of technical proposal*] single side; ____ [*Contracting officer insert double side page limitation of technical proposal*] double side; ____ inclusive/____ not inclusive of resumes [*Contracting officer check either inclusive or not inclusive of resumes*]

Section A - Technical Personnel
Section B - Technical Approach
Section C - Corporate Characteristics

VOLUME II, Cost: Original and ____ [*Contracting officer insert number of copies of cost proposal*] copies.

Page Limitation: ____ [*Contracting officer insert page limitation (if any) or state "None"*]

VOLUME III, Contractual: Original only.

Section A - Proposal Cover Letter
Section B - Contract Forms
Section C - Representation and Certifications
Section D - Exceptions to RFP
Section E - Small Business Plan, if applicable
Section F - Miscellaneous, i.e.,
- Name and address of DIS office
- Contractor Responsibility

(b) Format, Organization and Content

(1) Format

(A) Each volume must be separately bound and contain sufficient information to permit a detailed evaluation. Data previously submitted, if any, will not be used in the evaluation of your response to this Request for Proposal. Previously submitted data shall not therefore be included in your proposal "by reference."

(B) The offeror's proposal shall be prepared on standard 81/2" by 11" paper, double-spaced, with 1" minimum margins. Foldouts may be used, but shall be no larger than 17" by 11", shall be printed on one side only, and shall count as two pages.

(C) The type used shall be no smaller than 10-pitch "pica."

(2) Organization

(A) The proposal shall be organized into the volumes, sections and page limitations shown above:

(B) Pages shall be numbered consecutively within each Section, showing volume, section, and page. As an example, page 19 of Section B of Volume I would be numbered I-B-19. Pages in the Cost Volume shall be numbered consecutively. There are no sections in the Cost Volume. As an example, page 62 of the cost volume would be numbered "II-62."

(3) Content

(A) VOLUME I, TECHNICAL

(i) Section A, Technical Personnel, should include the offeror's organization available for supervision of this effort, and the overall plan for assignment and recruitment of people for this effort. Offerors also should demonstrate that at least ____ % [*Contracting officer insert percent of personnel employed*] of the people intended for this effort are now employed by the offeror. In joint proposals (teaming situations), offerors should include in this section a clear statement of the relationship; the procedures for using all people intended; and the percentage of work to be performed by each participant, to include labor categories and hours. Offerors which do not present sufficient information to permit complete technical evaluation by the government may be rejected.

(ii) Section B, Technical Approach, offerors should provide their understanding of the technical requirements and provide approaches for meeting those requirements. In addition, potential problem areas should be addressed. Statement of work tasks should be referenced in all cases.

(iii) Section C, Corporate Characteristics, offerors should provide (1) organizational structure as it pertains to performing this effort; (2) the corporate approach to performing this effort, (3) the management structure for doing this work; and (4) corporate experience in performing similar work. With respect to the latter, offerors should address work performed on similar projects and Government contracts during the last 10 years. Offerors should include contract number and type, program title, contract amount, period of performance, and point of contact name and telephone number for the Government contract.

(B) VOLUME II, COST

(i) In preparing the cost volume, offerors shall use any labor hours and other costs provided in Section L of this solicitation. All elements shall be fully substantiated and verifiable.

(ii) This volume shall be a complete and detailed cost breakdown and shall include all elements of cost and such other data as considered appropriate to support your proposal.

(iii) Particular emphasis will be placed upon the reasonableness of the labor rates that you propose. The straight time hourly rates shall use a forty hour week for the conversion of salaried employees to the hourly basis and shall be exclusive of loading factors, i.e., vacation, sick leave, holidays, overhead, G&A, fee, etc.

(iv) If this solicitation requires work to be performed at both the contractor and a Government site, then your proposal must include your company policy concerning any stipulations as to when on/off-site rates are effective.

(C) VOLUME III, CONTRACTUAL

This volume provides for all other miscellaneous contractual items delineated above in this provision.

(End of provision)

PRESCRIPTION: This provision is for use in all solicitations requiring complex technical and cost proposals. See Provision L-316 for simple proposal submission; do not use both together. The provision should be tailored for specific action.

REFERENCE: FAR 15.204-5(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-319 SPECIFICATION TAILORING (DEC 1999)

Offerors are encouraged to propose deviations from those specification and standard requirements and to request changes to performance schedules and other requirements in the solicitation which allow significant cost savings. A statement of reason(s) for the deviation(s) and changes, including alternatives, with an estimate of the anticipated savings shall be provided. Trade-off analyses for the alternatives with schedule implications shall be included.

(End of provision)

PRESCRIPTION: Use in any request for proposals that cite specifications and standards.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-320 CRITERIA FOR ALTERNATE PROPOSALS (DEC 1999)

Proposals submitted in response to this solicitation are not limited to the suggested approaches of the acquisition data furnished. In order to be evaluated, alternate proposals must offer technical improvements or modifications which are to the overall benefit of the Government. Offerors are encouraged to submit alternate proposals containing new ideas, unique approaches or other significant beneficial program improvements. The alternate proposal will be evaluated in accordance with the evaluation criteria. If the alternate proposal is considered most advantageous to the Government but involves a substantive or material departure from the stated basic proposal requirements or the stated evaluation criteria, all offerors shall be given an opportunity to submit the basis of the revised requirements provided this can be done without revealing to the other offerors innovative solutions or techniques or other information entitled to protection from disclosure. The Government reserves the right to award a contract based upon an alternate proposal that meets the government's technical requirements and is otherwise awardable in accordance with the evaluation and award criteria.

(End of provision)

PRESCRIPTION: Use in solicitations where Technical Proposals are required and when alternate proposals will be accepted.

REFERENCE: FAR 15.203(a) and 15.209(a)(2)
Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-321 COMPLIANCE TO MINIMUM SPECIFICATIONS (DEC 1999)

To have an acceptable proposal, the offeror must meet all of the minimum specification requirements set forth or identified in Section C of the solicitation. A detailed statement of the offeror's ability to meet each of the minimum requirements as issued in Section C of the solicitation must be provided.

(End of provision)

PRESCRIPTION: Use in all solicitations where the offerors need only demonstrate the ability to meet the minimum requirements of the solicitation. (Go-No-Go)

REFERENCE: FAR 15.203
Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-322 DESCRIPTIVE LITERATURE--REQUEST FOR PROPOSALS (MAY 2001)

(a) "Descriptive Literature" means information (e.g., cuts, illustrations, drawings, and brochures) that is submitted as part of a proposal. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods or manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the offered product. It does not include other information such as that furnished in connection with the qualifications of a prospective contractor or for use in operating or maintaining equipment.

(b) The offeror is required to submit descriptive literature with their proposal. Descriptive literature must be (1) identified to show the item(s) of the offer to which it applies and (2) received by the time specified in this solicitation for receipt of proposals. Failure to submit descriptive literature on time may result in rejection of the proposal, except that late descriptive literature sent by mail may be considered under the Late Submissions, Modifications, and Withdrawals of Offers provision of this solicitation.

(c) The failure to provide descriptive literature that shows that the product offered conforms to the requirements of this solicitation may result in rejection of the offer.

(d) Statements that the proposed equipment meets the specifications or terms such as standard industry procedures or restating the specifications will not be considered sufficient.

(End of provision)

PRESCRIPTION: (a) Insert in request for proposals when descriptive literature is required to evaluate the technical acceptability of an offered product, and the required information will not be readily available unless it is submitted by the offerors. If the possibility exists that the contracting officer may waive the requirement for furnishing descriptive literature for an offer proposing a previously supplied product that meets specification requirements of the current solicitation, the contracting officer shall insert the text of the Alternate I to the FAR 52.214-21, Descriptive Literature, provision suitability modified to reflect that request for proposals are being solicited, not invitations for bids. Guidance for requiring descriptive literature and for waiving the requirement for descriptive literature is contained in FAR 14.202-5.

(b) This provision may be included in the text of the version of Provision L-316, Submission of Proposals (Simplified) developed for a specific acquisition or it may be inserted into Section L as a separate provision. The contracting officer shall not insert it both in the version of Provision L-316 developed for a specific acquisition and as a separate Section L provision.

(c) This provision is only for use in request for proposals. If the contracting officer is issuing an invitations for bids, the FAR 52.214-21, Descriptive Literature, provision shall be used with, if appropriate, its Alternate I. Guidance for requiring descriptive literature and for waiving the requirement for descriptive literature in invitations for bids is contained in FAR 14.201-6(p)(1), 14.201-6(p)(2) and 14.202-5.

REFERENCE: FAR 15.204-5(b)
FAR 14.202-5
Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-323 REQUIREMENT FOR TECHNICAL PROPOSAL (DEC 1999)

Each offeror shall submit technical proposals to enable the Government to make a thorough evaluation and arrive at a sound determination as to whether or not the proposed equipment will meet the requirements of the Government. To this end, each technical proposal shall be so specific, detailed, and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for any technical problems. Statements which paraphrase the specifications or attest that "standard procedures will be employed, " etc., are inadequate. While it is agreed that all technical considerations cannot be presented in each technical proposal, each proposal must be sufficiently adequate to demonstrate how it is proposed to comply with the requirements of the specification, with a full explanation of techniques and procedures. The following minimum information shall be furnished:

(a) For each numbered paragraph or subparagraph of the specification(s), the offeror must, on a separate sheet of paper, list each paragraph or subparagraph number, state "comply" or "exception," and explain how he complies or how he takes exception.

(b) The offeror must also provide literature (brochures, photographs, as-built drawings or equivalent) describing the equipment to be provided. Where the literature shows more than one piece of equipment, the offeror shall indicate which piece of equipment is offered. Where the equipment shown in the literature varies from the equipment being offered, the offeror shall describe the variations.

(c) No cost/pricing information shall be included in this technical proposal.

(d) OFFERS WHICH DO NOT PRESENT SUFFICIENT INFORMATION TO PERMIT COMPLETE TECHNICAL EVALUATION BY THE GOVERNMENT MAY BE REJECTED.

(End of provision)

PRESCRIPTION: Use in all requests for proposals for hardware/equipment that require the offeror to submit a technical proposal.

REFERENCE: FAR 15.204-5(b)
Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-324 INSTRUCTIONS FOR PREPARATION OF TECHNICAL PROPOSALS (DEC 1999)

(a) The technical proposal shall cover your understanding of the work and your method to attain contract objectives. The technical approach shall enable technical personnel to make a thorough evaluation and a determination as to whether the product proposed and described will satisfy the requirements of the government. The technical proposal shall be specific, detailed and complete and fully demonstrate that the prospective offeror has a thorough understanding of the government's requirements. The technical proposal shall also address inherent technical problems, the achievement of the specifications and work program and have a valid and practical solution for any sample problem. Data previously submitted will not be considered, therefore such data shall not be incorporated in the technical proposal by reference. **Statements that the prospective offeror understands, can or will comply with all specifications, statements paraphrasing the specifications or parts thereof, and phrases such as "standard procedures will be employed" or "well known techniques will be used," etc., will be considered insufficient**.

(b) Specifically, the following information should be included in your technical proposal:

(1) A description of the management and administrative organization available or to be established for the supervision, and assurance of expeditious and economical performance of the effort required under the proposed contract, including a sample work structure chart by job classification and code.

(2) Information concerning the experience your firm has had in performance of Government contracts for similar requirements of the variety and magnitude set forth in the RFP. This information shall include data as to the scope of work required under such contracts, the term of said contracts, number and types of personnel furnished, the procuring agencies contracted with, contract numbers, and other applicable information your firm deems pertinent.

(3) Resumes for the personnel you propose to furnish under the proposed contract shall include the information provided in the Section L clause for Resume Requirements.

(4) Information as to the numbers and types of personnel currently employed on a permanent basis and available during peak load periods on a temporary basis.

(5) Names, positions and level of security clearance for managerial and key personnel proposed for liaison and contract management.

(6) The amount of time required from notification of contract award, to establish a capability of assuming complete responsibility for furnishing all services to be accomplished under the proposed contract.

(End of provision)

PRESCRIPTION: Use in solicitations when requiring complex technical proposals. The contracting officer is to tailor paragraph (b) of this provision for the specifics of the procurement and to ensure that it matches the evaluation criteria in Section M.

REFERENCE: FAR 15.204-5(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-325 PAST PERFORMANCE INFORMATION (JUL 2002)

(a) Offerors shall provide information on ___ [*Contracting officer to insert number*] previous Government contracts whose effort was relevant to the effort required by this solicitation; the contracts provided should have been performed within the last 5 years. If the Offeror has not had ___ [*Contracting officer to insert number*] Government contracts within the last 5 years, information on relevant subcontracts and/or commercial contracts may be submitted instead. This information shall be provided by the submission of Attachment 6 "Reference Information Sheet" for each contract.

[PREPARATION NOTICE TO CONTRACTING OFFICER: The attachment numbers 6 and 7 in paragraphs (a) and (b) are for the purpose of the SPAWAR Claimancy Clausebook. The contracting officer may assign different attachment numbers for their specific solicitation. The attachment number for Attachment 6 "Reference Information Sheet" is in the "header" of the Word document. Each attachment also contains the solicitation number that must also be completed for the specific acquisition.]

(b) In addition to the information requested above, offerors shall contact their past performance references and request that each reference complete Attachment 7 "Past Performance Questionnaire" and fax or e-mail the completed survey form directly to _____ [*Contracting officer to insert the PCO name, complete mailing address, fax number and e-mail address*] BEFORE THE DUE DATE OF THIS SOLICITATION. The Government may consider questionnaires received after the due date of the solicitation. The Government reserves the right to contact references for verification or additional information.

[PREPARATION NOTICE TO CONTRACTING OFFICER: The Attachment 7 file in the SPAWAR Claimancy Clausebook contains a separate "Past Performance Questionnaire" for SPAWAR 02, SPAWARSYSCEN San Diego, SPAWARSYSCEN Charleston, and Information Technology Center New Orleans. Select the applicable Questionnaire and delete those that do not apply.]

(c) The Government reserves the right to use past performance information obtained from sources other than those identified by the offeror. This past performance information will be used for the evaluation of past performance.

(d) The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of providing thorough and complete past performance information remains with the Offeror.

(e) The offeror shall furnish the information required in paragraph (b) of this provision or submit a statement that past performance information for an individual contract resides in the Past Performance Information Retrieval System (PPIRS).

(End of provision)

PRESCRIPTION: (a) Use in all competitive solicitations issued after 15 July 2001 when past performance is part of the evaluation criteria, unless the selection official knows prior to the issuance of the solicitation, that there is sufficient information in the Past Performance Information Retrieval System (PPIRS) for an informed selection decision to be made (i.e. there are a sufficient number of CPARS reports in the PPIRS so there is no need for offerors to submit any past performance information). The PPIRS is maintained under the authority of the "Department of Defense Guide to Collection and Use of Past Performance Information." If there is not sufficient information in the PPIRS, then contracting officers shall insert this provision in their solicitations. The information obtained under this provision and any information contained in the PPIRS will be used to rate the offeror's past performance. Section M must define the relative importance of past performance and should define the nature and extent that information from the offerors and information from the PPIRS will be used. Alterations to the text of this provision or the attachments may be made only after obtaining written HCA approval.

(b) This provision may be included in the text of the version of Provision L-317, Submission of Proposals (Complex), developed for a specific acquisition or it may be inserted into Section L as a separate provision. The contracting officer shall not insert it both in the version of Provision L-317 developed for a specific acquisition and as a separate Section L provision.

REFERENCE: FAR 15.204-5(b)
FAR 15.304
Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-328 ESTIMATED LEVEL OF EFFORT (DEC 1999)

The quantities of labor hours for each labor category shown below, which are to be used by the Offeror for computing total labor costs, represent the Government's current best estimate of requirements. However, The Government can guarantee neither the estimated quantities of man-hours shown for individual labor categories nor the total estimated staff hours. It is recognized that some of the Labor Category titles used in the solicitation may not exactly match the titles normally used in a particular company operation. Accordingly, in order to permit a rapid comparison between the anticipated labor team shown below and the Offeror's actual labor mix, each proposal must provide the following:

(1) Direct labor rates related to the categories specified in the solicitation.

(2) A statement of the Offeror's normally used nomenclature for each labor category included herein, together with a copy of the Offeror's own position description for each labor category.

(3) A statement of any additional labor categories, estimated hours and related qualifications for labor cost that will be a direct cost based on the offeror's accounting procedures (e.g. management and administrative labor costs.)

(4) Subcontractor labor hours at all tiers should be shown in the same manner as described in paragraphs (1) through (3) above.

Labor Category	Basic Effort Hours	Option Year 1 Hours	Option Year 2 Hours
TOTAL			

[*Contracting officer insert (1) the labor categories and (2) the estimated hours required by each category*]

(End of provision)

PRESCRIPTION: (a) Use in solicitations for cost reimbursement, IDTC or CPFF Level of Effort type contract actions that state the Government's level of effort.

(b) This provision may be included in the text of the version of Provision L-317, Submission of Proposals (Complex), developed for a specific acquisition or it may be inserted into Section L as a separate provision. The contracting officer shall not insert it both in the version of Provision L-317 developed for a specific acquisition and as a separate Section L provision.

REFERENCE: FAR 16.306
Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-329 OTHER DIRECT COST (DEC 1999)

(a) The Government's best estimate of Other Direct Cost (ODC) items is set forth below. The Government cannot guarantee either the amount for each category or the total estimated amount. Additionally, these amounts do not include any provision for G&A expense or other loading factors.

[*Contracting officer insert categories of ODCs (i.e., travel, materials, supplies, subcontract) and estimated dollar amounts for each*]

Category of ODCs	Total Estimated Amount
1. _____	$_____
2. _____	$_____
3. _____	$_____

(b) Offerors shall use the stated amounts in the preparation of their cost proposals, except as stated in paragraph (c) below.

(c) If the offeror has reason to believe that the amounts estimated by the Government are understated, the offeror shall notify the Contracting Officer in writing. The offeror shall provide a revised estimate and a detailed basis for the revision(s). If the Government finds the rationale to be sound/compelling, the Government will amend the solicitation accordingly. The same is true if the offeror believes the amount is overstated.

(d) If, based upon the offerors accounting system or disclosure statement, the offeror believes the amounts estimated by the Government are overstated (e.g., an item is included as an element of an indirect expense pool), the offeror may reduce the amount(s). If such a reduction is made, the offeror as part of the initial cost proposal shall provide a detailed explanation/justification to substantiate the reduction. The Government reserves the right to discount any assessment if the basis for the reduction is deemed to be unrealistic or inadequate.

(e) Failure of other direct cost categories/amounts, either as stated herein or proposed, to materialize during actual contract performance, shall not constitute a constructive change to or breach of the contract and shall not form the basis for any adjustment to fee whether pursuant to the changes clause or otherwise.

(f) Similarly, the fact that the ODCs in excess of those estimated or proposed are incurred, shall not form the basis for any fee adjustment, whether pursuant to the changes clause or otherwise.

(End of provision)

PRESCRIPTION: (a) Use in all indefinite delivery or "C" type level of effort solicitations with cost-reimbursement pricing where other direct cost items will be used during contract performance. Use with Alternate I if fee shall be paid based on hours worked.

(b) This provision may be included in the text of the version of Provision L-317, Submission of Proposals (Complex), developed for a specific acquisition or it may be inserted into Section L as a separate provision. The contracting officer shall not insert it both in the version of Provision L-317 developed for a specific acquisition and as a separate Section L provision.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-329 OTHER DIRECT COST (DEC 1999)--ALTERNATE I (DEC 1999)

If the fee will be paid based on hours worked, add the following paragraph (g) to Provision L-329 "Other Direct Cost:"

(g) Based on the fact that fee shall be earned on a delivered hour basis (i.e., a specified dollar amount per hour performed), and the fact that some portion of the fee rate per hour represents fee on other direct costs, offerors are encouraged to disclose all ODCs which they anticipate will be incurred during contract performance.

(End of Alternate I)

PRESCRIPTION: Use Alternate I to Provision L-329 "Other Direct Cost", if the fee will be paid based on hours worked.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-330 UNREASONABLY LOW HOURLY RATES/RISK ASSESSMENT (DEC 1999)

Unrealistic rates will be considered in the risk management and may result in a reduced technical score. Discussions may be held with offerors proposing unrealistically low rates (if the offeror is in the competitive range) and such offeror will be required to:

(a) Demonstrate an understanding of the requirement for which unrealistically low rates are proposed;

(b) Address the ability to provide the caliber of labor required;

(c) Understand that the Government fully expects to order the effort under the low priced rate categories and that the offeror's performance will be carefully assessed to ensure that the appropriate caliber of support was provided.

(End of provision)

PRESCRIPTION: (a) This provision shall be used in all competitive time-and-material type solicitations for services.
(b) This provision may be included in the text of the version of Provision L-317, Submission of Proposals (Complex), developed for a specific acquisition or it may be inserted into Section L as a separate provision. The contracting officer shall not insert it both in the version of Provision L-317 developed for a specific acquisition and as a separate Section L provision.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-331 UNCOMPENSATED OVERTIME AND PROFESSIONAL EMPLOYEES (APR 2011)

Proposals that include hourly rates for exempt employees which are based on more than a 2,080 work-year shall be identified as Uncompensated Overtime as defined in the FAR 52.237-10 "Identification of Uncompensated Overtime" provision in this solicitation and evaluated in accordance with the "Uncompensated Overtime Evaluation" provision in Section M. Offerors are advised that the above plan will be used regardless of the methodology proposed or name given to the compensation plan (i.e., Total Time Accounting, Competitive Time Accounting, Compensated Overtime, or Standard Workweek). If an offeror decides to include uncompensated effort in their proposal, the following requirements shall be met and reflected in the proposal:

(a) As required by FAR 16.301-3 contractors must have an accounting system adequate for determining costs applicable to the contract that records all hours worked, including uncompensated hours, for all employees, and regardless of contract type. Failure to meet this requirement may result in the proposal being removed from consideration for contract award.

(b) Uncompensated hours, for all employees and regardless of contract type, shall be included in the offeror's base for allocation of indirect costs and meet the requirements of Cost Accounting Standard (CAS) 418 "Allocation of Direct and Indirect Costs."

(c) The proposed shall clearly identify hours of uncompensated effort proposed by labor category.

(d) The proposal shall clearly identify the amount of uncompensated effort that will be performed without supervision and without support personnel and shall assess the productivity of such effort. Additionally, clearly identify the means by which the offeror controls or schedules uncompensated overtime for its employees as well as where the uncompensated effort will be accomplished.

(e) The proposal shall describe the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(f) The proposal shall include a copy on the corporate policy addressing the uncompensated effort.

(g) The proposal shall include a separate, complete, cost breakdown, to the same level of detail as the breakdown supporting the cost proposal. The breakdown shall include direct labor rates for all direct labor categories based on the division by 2,080 of exempt employees actual annual salary, to represent a standard (as deemed by Fair Labor Standards Act) 40-hour week or 2,080 hour standard year. In addition, the breakdown shall include overhead rates and other costs based on employees working a standard 40-hour workweek or a 2,080 hour standard year. IT IS THIS COST BREAKDOWN THAT WILL BE USED TO PERFORM THE COST REALISM PORTION OF THE PROPOSAL EVALUATION.

(h) The requirements stated in paragraph (a) through (g) above shall be met for each subcontract which has uncompensated effort included in the proposal.

(End of provision)

PRESCRIPTION: (a) This provision is for use in all level-of-effort solicitations estimated at $100,000 or more. Do not use this provision when services are acquired on a completion basis. This provision is for use with Section L provisions at FAR 52.237-10 and FAR 52.222-46 and Provision M-308 "Uncompensated Overtime Evaluation", and Provision M-307 "Evaluation Criteria and Basis for Award (Best Value)."

(b) This provision may be included in the text of the version of Provision L-317, Submission of Proposals (Complex), developed for a specific acquisition or it may be inserted into Section L as a separate provision. The contracting officer shall not insert it both in the version of Provision L-317 developed for a specific acquisition and as a separate Section L provision.

REFERENCE: FAR 37.115-3
DFARS 237.170-2

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-332 PROPOSAL OF FIXED FEE POOL ON INDEFINITE DELIVERY TYPE CONTRACTS (DEC 1999)

Prime contractor proposals shall, as a minimum, separately identify the cost and fee of each subcontractor proposal. Additionally, the prime contractor shall propose two fee amounts:

(1) the prime contractor fee on subcontractor total cost (including fee) and consultant total cost, and;
(2) the prime contractor fee on prime contractor cost.

The sum of these two fee amounts plus the subcontractor(s) fee comprises the proposed fixed-fee pool. Cost proposals shall be submitted in the following format:

Prime Contractor Labor
Prime Contractor Overhead
Other Direct Costs (ODCs)
Material
Subcontractor A Total Cost (No Fee)
Subcontractor B Total Cost (No Fee)
Subcontractor C Total Price (Non-fee bearing)*
G&A
    SUBTOTAL (Total Cost)

Subcontractor Fee
    Subcontractor A Fee
    Subcontractor B Fee
Prime Fee on:
    Subcontractor A Cost & Fee
    Subcontractor B Cost & Fee
Prime Fee on Prime Cost <u>LESS</u> Subcontractor Cost
    SUBTOTAL (Fixed Fee Pool)**

Material
Material Handling

Total Proposed (Total Cost + Fee Pool)

*Where it is not possible to separate fee from the hourly cost proposed by subcontractors (for example, consultants, temporary employees hired through agencies, etc.), then the contractor shall propose these hourly costs as ODCs. For technical evaluation purposes, these ODC hours will be included in total labor hours. Therefore they should be identified under a labor category in Section L. These hours are non-fee bearing and will not be included in the computation of fee per hour in the Section B clause "Fee Determination and Payment (Indefinite Delivery Type Contract)"

** For additional information on fee determination and payment from the fixed fee pool refer to clause in Section B.

(End of provision)

PRESCRIPTION: (a) Use in all indefinite delivery type contracts with cost-reimbursement pricing when using the Clause B-309 "Fee Determination and Payment (Indefinite Delivery Type Contract)" or its Variation.

(b) This provision may be included in the text of the version of Provision L-317, Submission of Proposals (Complex), developed for a specific acquisition or it may be inserted into Section L as a separate provision. The contracting officer shall not insert it both in the version of Provision L-317 developed for a specific acquisition and as a separate Section L provision.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-333 DRAWINGS AND/OR SPECIFICATIONS TO BE RETURNED (DEC 1999)

The drawing(s) and/or specifications listed in Section J and accompanying this bid or proposal shall be returned to the issuing office named in block 7 of the Standard Form 33, "Solicitation, Offer, and Award" if a bid or proposal is not submitted.

(End of provision)

PRESCRIPTION: Use in solicitations when it is believed that there will be a future need for the drawings and/or specifications

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-334 RETURN OF CLASSIFIED MATERIAL (WHEN CLASSIFIED MATERIAL IS TO BE FURNISHED WITH THE SOLICITATION) (DEC 1999)

Classified material contained herein shall be returned or destroyed in accordance with Industrial Security Manual DoD Manual 5220.22M. If the material is destroyed, this activity must be notified by copy of the destruction report.

(End of provision)

PRESCRIPTION: Use when classified material is furnished with the solicitation.

REFERENCE: National Industrial Security Program Operating Manual (DOD 5220.22-M).

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-335 ESTIMATED EFFECTIVE AWARD DATE (DEC 1999)

For Bidding/Proposal purposes the estimated effective date of contract award is _____ [*Contracting officer insert estimated award date*].

(End of provision)

PRESCRIPTION: Use in all solicitations and sealed bids.

REFERENCE: FAR 15.204-5(b)
Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-336 PLACE OF PERFORMANCE (DEC 1999)

Your proposal must be based on performance of approximately ____ % [*Contracting officer insert percent*] of work off-site in Contractor facilities within _____ [*Contracting officer insert number of hours*] hours surface driving time of _____ [*Contracting officer insert requiring site location*]. Government-furnished facilities as described in Section ____ [*Contracting officer insert UCF section of contract*] shall be provided for approximately _____ % [*Contracting officer insert percent*] of the effort.

(End of provision)

PRESCRIPTION: Use in solicitations where Contractor facilities are required within a certain distance of the requiring activity and some work will be performed on-site. When using this provision, instruct the offeror's in one of the "Instructions for Preparation of Proposal" clauses to identify their policy on utilization of on-site/off-site rates.

REFERENCE: FAR 15.203(a) (Negotiated)
FAR 14.101(a) (Sealed Bids)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-338 SITE VISIT (DEC 1999)

In accordance with FAR 52.237-1, offerors are invited to inspect the _____ [*Contracting officer insert site location*] where services are to be performed. For an appointment call _____ [*Contracting officer insert name and telephone number of contract specialist*].

(End of provision)

PRESCRIPTION: Use in solicitations involving performance of services on a Government installation. Use with FAR 52.237-1, "Site Visit."

REFERENCE: FAR 37.110(a)
FAR 52.237-1

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-339 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST (DEC 1999)

(a) The offeror's attention is directed to FAR Subpart 9.5 as this solicitation contains a clause in Section H relating to organizational conflicts of interest.

(b) If applicable, prospective offerors are requested to furnish with their proposals information that may have a bearing on any existing or potential conflict of interest.

(End of provision)

PRESCRIPTION: Use in solicitations where the Contracting Officer has determined that one of the "Organizational Conflict of Interest" clauses contained in Section H is necessary for avoiding, neutralizing or mitigating a significant potential organizational conflict of interest involved in performance of the proposed contract.

REFERENCE: FAR 9.5

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-341 USE OF GOVERNMENT PROPERTY IN OFFEROR'S POSSESSION (DEC 1999)

If the offeror intends to use in the performance of the work required hereunder any Government-owned facilities, special test equipment, or special tooling, it shall so advise in its response hereto and shall include in such response the value of such property, the number of the contract(s) under which such property was acquired, the rental provisions of such contract(s) and such other information as may be relevant. In addition to the above, the offeror shall obtain and then include in its proposal, the written concurrence in its proposed use of the property from the Contracting Officer having cognizance of such property.

(End of Provision)

PRESCRIPTION: Use in solicitations when it is likely offeror(s) may use Government-owned facilities, special test equipment, or special tooling in the performance of the work required by the proposed action.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-343 CONTRACTOR RESPONSIBILITY (JUN 2002)

To aid in the determination of contractor responsibility, the following information is required:

(a) Information regarding the general financial condition of your firm and specific plans for financing the proposed contract, including the latest available financial statements. If you are currently being audited, or have been audited by the Defense Contract Audit Agency (DCAA), provide the address, current telephone number, and current point of contact for the cognizant DCAA and the cognizant Defense Contract Management Area Office (DCMAO). Also include the latest approval date of your Disclosure Statement (not applicable to Small Businesses) and most recent audit status, i.e., when was the last one performed, what were the findings, etc.

(b) A listing of previous and/or ongoing experience in related areas. Include the contracting activity, program or item produced, contract number, current point of contact, current telephone number, duration of contract, type of contract and total dollar amount of contract. Please ensure information provided is current and up-to-date. If this solicitation includes provision L-325, "Past Performance Information," and if the offeror believes that the information provided thereunder adequately addresses the requirements of this provision, please so state here. Repetition of the same information is not necessary.

(c) A summary of your:

(1) accounting procedures and controls.
(2) organization.
(3) production control procedures.
(4) property control system.
(5) quality assurance programs.
(6) equipment and facilities relative to this effort.

(d) If any subcontracting, provide the following information:

(1) Methodology for the selection of proposed subcontractors, if any, and the benefit they would bring to the arrangement.
(2) Analysis performed on the subcontractor's cost proposal to determine a fair and reasonable price.
(3) Draft Small Business and Small Disadvantaged Business Subcontracting Plan.

(e) A list of credit references, including suppliers. Provide company name, point of contact, and telephone number.

(f) Any other additional information that will assist in a better or complete understanding of your firm and capabilities.

(End of provision)

PRESCRIPTION: This provision may be used, when in the contracting officers opinion, information from the offerors on their financial resources, accounting procedures and controls, organization, production control procedures, property control system, quality assurance programs, experience, or equipment and facilities, in addition to past performance information, is needed to determine an offeror responsible.

REFERENCE: FAR 9.104

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-344 FACILITIES CAPITAL COST OF MONEY (MAY 1999)

If the offeror proposes facilities capital cost of money as part of their proposed costs, the offeror shall submit with their proposal a completed DD Form 1861 "Contract Facilities Capital and Cost of Money." with supporting documentation.

(End of provision)

PRESCRIPTION: Use in requests for proposals for the award of a non-competitive contract when--(1) Facilities capital cost of money may be included in the proposal, (2) A DD Form 1547 "Record of Weighted Guidelines Application" will be used to analyze the proposed profit or fee, and (3) It is impractical to obtain this information in any other manner (e.g., from either the Government ACO or the corporate ACO as discussed in DFARS 230.7004-2).

REFERENCE: DFARS 230.7004-2(b)(3)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-345 PERSONNEL RESUME REQUIREMENTS (JUN 2001)

(a) To perform effectively under this contract, personnel must posses certain knowledge and experience related to the work to be performed. A description of the education and experience desired for each of the labor categories is specified in Attachment 2 "Personnel Qualifications" to this solicitation.

[PREPARATION NOTICE TO CONTRACTING OFFICER: The attachment numbers 2, 3 and 4 in paragraphs (a), (b) and (d) are for the purpose of the SPAWAR Claimancy Clausebook. The contracting officer may assign different attachment numbers for their specific solicitation. Each attachment also contains the contains the solicitation number that must also be completed for the specific acquisition.]

(b) A matrix similar to the one provided in Attachment 3 "Personnel Matrix" must be prepared and submitted. The purpose of the matrix is to identify the relative dedication to contract performance of the personnel within each labor category. If the offerors's labor categories differ from those listed, the offeror is required to provide a cross-reference between the proposed labor categories and the Government categories.

(c) Resumes shall be no more than ___ [*Contracting officer to complete*] pages in length and shall be provided for each individual proposed as one of the labor categories identified below. Resumes shall be provided to account for 100% of the estimated level of effort as identified in Provision L-328 "Estimated Level of Effort" for the following labor categories:

[*Contracting officer insert Labor Categories and whether they are "Key" or Non-Key" categories*]

LABOR CATEGORY	KEY PERSONNEL	NON-KEY PERSONNEL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(d) To facilitate proposal evaluation, all resumes shall be in the format in Attachment 4 "Resume Format" to this solicitation and each resume shall include the following information. Resumes that do not conform may be considered unacceptable.

(1) Name

(2) Contract labor category/contractor's labor category if different

(3) Percentage of time to be allocated to this effort

(4) Security Clearance

(5) Current work location

(6) If the individual is Key Person on another contract, that shall be so noted together with the percentage of dedication to that effort. The offeror's plans for satisfying both requirements shall be discussed.

(7) Summary information:

(i) Number of years/months experience in each of the experience areas described for the contract labor category. Years and months shall be stated such that 10 years 6 months is shown as 10/6 rather than 10.5 years.

(ii) The cutoff for experience claimed shall be the closing date of this solicitation.

(8) Work experience (beginning with current position):

(i) Employer: Dates (month/year); Title(s) held

(ii) Responsibilities/tasks shall be discussed in sufficient detail so as to permit comparison with contract requirements. Specific examples of work assignments, accomplishments and products shall be provided. Phrases such as "assisted with" or "participated in" are unacceptable except as introductory to a description of the actual work performed. Offerors are cautioned that statements containing these phrases may be deleted from the resume for purposes of evaluation against labor category minimum requirements.

(iii) All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/responsibilities shall be provided in accordance with subparagraphs (d)(8)(i) and (d)(8) (ii) above.

(iv) Offerors shall avoid any gaps in experience as it may lead to confusion and need for further clarification.

(9) Education: Degree(s); Date(s); Institution: Major/Minor.

(10) A signed statement of correctness of information by both the person named and the offeror. The employee statement shall also include the following: "I consent to the disclosure of my resume for evaluation purposes regarding _____ [*contractor to complete*] proposal submitted in response to Solicitation number _____ [*Contracting officer to insert solicitation number*] and intend to be available to perform as a _____ [*Contractor to complete*] for any resulting contract." Resumes without this statement may be unacceptable and not considered.

OFFERORS ARE ADVISED THAT BY SUBMISSION OF A RESUME, THE OFFEROR IS UNDERSTOOD TO AFFIRM THAT THE INDIVIDUAL SHALL BE MADE AVAILABLE UPON AWARD OF A RESULTANT CONTRACT TO THE EXTENT NOTED IN THE RESUME.

(End of provision)

PRESCRIPTION: (a) Use in all competitive solicitations issued after 15 July 2001 that require the submission of personnel resumes. Alterations to the text of this provision or the attachments (except Attachment 2) may be made only after obtaining written HCA approval. This provision shall be used with Provision L-328 "Estimated Level of Effort" from the SPAWAR Claimancy Clausebook.

(b) This provision may be included in the text of the version of Provision L-317, Submission of Proposals (Complex), developed for a specific acquisition or it may be inserted into Section L as a separate provision. The contracting officer shall not insert it both in the version of Provision L-317 developed for a specific acquisition and as a separate Section L provision.

REFERENCE: FAR 15.204-5(b)
Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-346 PRE-AWARD SURVEY (MAY 1999)

The Government may conduct a pre-award survey of the facilities of any offeror to determine whether or not such offeror is adequately qualified to perform the requirement of any resultant contract.

(End of provision)

PRESCRIPTION: Subject to FAR 9.106-1, use this provision in solicitations when a pre-award survey is desired.

REFERENCE: FAR 9.101

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-347 ALTERNATE PROPOSALS (DESIGN DEVIATIONS) (MAY 1999)

Alternate proposals for design deviations will be considered, provided that if any such deviations are found acceptable, all offerors will be provided an opportunity to propose to any resulting relaxation or alteration of the requirements hereof.

(End of provision)

PRESCRIPTION: When appropriate, use in solicitations if design deviations will be considered.

REFERENCE: NAVSUP PUB 592

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-348 SUBCONTRACTOR COMPETITION (JUN 1999)

(a) When another division of a potential offeror might be a competitor for a particular subsystem, the offeror shall submit a plan that addresses the following:

(1) how the offeror will ensure the subcontractor selection process results in the best value (e.g., the subcontractor selection criteria or evaluation process should not provide any benefit to a company merely because it is another division of the same company as the offeror);

(2) how the offeror will protect intellectual property rights of unaffiliated companies competing for a specified subcontract;

(3) whether any independent advisors will be used in the subcontractor selection process;

(4) whether any measures (commonly referred to as firewalls) will be implemented to isolate the source selection personnel from any other personnel in the company that could influence a subcontractor selection for reasons other than obtaining the best value; and

(5) an assessment of whether the benefits of having two sources for a specified subsystem outweigh the costs.

(b) This Plan shall be submitted in _____ [*Contracting officer specify where in the proposal the offeror is to submit the Plan (e.g., as part of a particular section in Volume III of either Provision L-316 "Submission of Proposals (Simplified)" or Provision L-317 "Submission of Proposals (Complex)."*] of the offeror's proposal.

(End of provision)

PRESCRIPTION: When developing acquisition strategies, program managers and contracting officers shall consider increasing government insight into the subcontractor selection process when another division of a potential offeror might be a competitor for a particular subsystem. In that situation, the solicitation should ask offerors, to submit a plan using this Provision L-348 "Subcontractor Competition" explaining how they will ensure that the subcontractor competition will be conducted fairly and result in the best value for DoD.

BACKGROUND: As a result of the consolidation of the defense industry, large defense conglomerates are faced more often with the choice of selecting one of their own divisions or an unaffiliated company to furnish subsystems or components on Department of Defense (DoD) contracts. Because of the potential for bias in such decisions, additional government insight into the subcontractor selection process may be necessary to ensure fairness and the best value for DoD. When another division of a potential offeror might be a competitor for a particular subsystem, the solicitation should ask offerors, to submit a plan explaining how they will ensure that the subcontractor competition will be conducted fairly and result in the best value for DoD.

REVIEWING THE OFFEROR'S PLAN: The Government shall review such plans to determine if the offeror has taken adequate steps to ensure that a fair competition will be conducted for a specified subsystem, not to act as a surrogate source selection official or to approve the selection of a particular source. If after reviewing an offeror's plan for ensuring the best value during the source selection of a particular subsystem, government personnel conclude that it is likely that the offeror will show bias in selection of a subcontractor, they should seek appropriate revision of the plan. If bias cannot be mitigated adequately, then they should consider procuring the subsystem and furnishing it as Government Furnished Equipment (GFE). Furnishing a subsystem as GFE, however, should be a last resort because of the adverse impact of GFE on the total system responsibility assumed by a prime contractor.

CONSENT TO SUBCONTRACTS: Similar review of the subcontract selection process after contract award can be accomplished pursuant to subpart 44.2 of the Federal Acquisition Regulation (FAR), which permits the government to reserve the right to consent to specified subcontracts. FAR section 44.202-2 provides that particularly careful

consideration of subcontracts is necessary when close working relationships or ownership affiliations between the prime and subcontractor may preclude robust competition or result in higher prices.

REFERENCE: PDUSD(A&T) memo dated 5 May 1999

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-349 SUBMISSION OF ELECTRONIC PROPOSALS (SEP 2003)

(a) Offerors shall submit their proposals electronically to SPAWAR under the instructions contained in this provision. Offerors shall submit their signed proposals as either scanned ("TIFF") or "PDF" documents. Electronic copies shall be submitted via the SPAWAR E-Commerce Central (SPAWAR E-CC). Offerors submitting electronic proposals (e-Proposals) shall register in the SPAWAR E-CC and select their own password in order to submit a proposal. Offerors are required to read the "Submitting a Proposal?" web page found in the SPAWAR E-CC. For information about "e-Proposal" submission, please visit the SPAWAR E-CC. The URL for the SPAWAR E-Commerce Central is https://e-commerce.sscno.nmci.navy.mil.

(b) Each electronic file shall also be clearly marked to show the proposal volume number, solicitation number and offeror's name. E-Proposal files shall not contain classified data. The offeror's e-proposal shall be in accordance with the requirements set forth below:

(1) Adobe Acrobat version 4.01 or greater shall be used to create the "PDF" files.

(2) The proposal submission files may be compressed (zipped) into one, ZIP file entitled "PROPOSAL.ZIP" using WinZip version 6.3 or greater.

(3) Cost or Pricing Type Data: All information relating to cost and pricing type data shall be included only in the section of the proposal designated by the Contracting Officer as the Cost Proposal. Under no circumstances shall cost and pricing type data be included elsewhere in the proposal. Paragraph cross-referencing between Cost Proposal paragraphs and technical/management proposal paragraphs is requested to provide clarity.

(c) Bids and proposals submitted electronically will be considered "late" unless the bidder or offeror completes the entire transmission of the bid or proposal prior to the due date and time for receipt of bids or proposals. This paragraph (c) supplements the submission, modification and withdrawal of bids and proposals coverage in the FAR 52.212-1 "Instructions to Offerors--Commercial Items", FAR 52.214-7 "Late Submissions, Modifications, and Withdrawals of Bids", FAR 52.214-23 "Late Submissions, Modifications, Revisions, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding", or the FAR 52.215-1 "Instructions to Offerors--Competitive Acquisition" provision contained in the solicitation.

(End of provision)

PRESCIPTION: (a) Use in all solicitations (request for proposals, invitation for bids, and request for quotes under FAR Part 13) issued on or after 01 March 2001 by SPAWAR 02, SPAWARSYSCEN San Diego and SPAWARSYSCEN Charleston, unless approval has been obtained one level above the contracting officer to not require the electronic submission of proposals/bids/quotes. Contracting officers may insert Alternate I when cost proposals may exceed 75 pages or when technical proposals may exceed 75 pages.

(b) Use paragraph (a) and (b) of the provision in request for quotations for a delivery/task order to be issued directly under a Federal Supply Schedule (1) only when any and all Federal Supply Schedule contractors whose Schedules include the supplies/services solicited will be permitted to submit a quotation, and (2) the quotation will be submitted electronically to SPAWAR E-Commerce Central. The request for quotations must be posted at the SPAWAR Contracts Directorate's Business Opportunities Page.

(c) This provision may be included in the text of the version of Provision L-316, Submission of Proposals (Simplified) or Provision L-317, Submission of Proposals (Complex), developed for a specific acquisition or it may be inserted into Section L as a separate provision. The contracting officer shall not insert it both in the version of provisions L-316 or L-317 developed for a specific acquisition and as a separate Section L provision.

(d) Paragraph (c) of the provision shall be deleted when conducting an acquisition under FAR Part 13 "Simplified Acquisition Procedures" unless the FAR 52.212-1 "Instructions to Offerors--Commercial Items" provision is included in the request for quotations.

(e) When issuing an invitation for bids under FAR Part 14 or a request for quotations under FAR Part 13, delete the word "proposals" in the provision title and in paragraph (a) and replace it with "bids" or "quotations" as appropriate. In addition, delete the phrase "proposal volume number" in the first sentence of paragraph (b) when issuing an invitation for bids or a request for quotations.

(f) Paragraph (b)(3) "Cost or Pricing Type Data" may be omitted in invitation for bids and request for quotations.

REFERENCE: FAR Subpart 4.5

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-349 SUBMISSION OF ELECTRONIC PROPOSALS (SEP 2003)--ALERNATE I (MAR 2002)

When cost proposals or technical proposals may contain a large number of pages, add the following paragraph (a), redesignate paragraphs (a) through (c) of the basic provision as paragraphs (b) though (d), and substitute the following paragraphs (b) and (d) for the redesignated paragraphs (b) and (d):

(a) Offerors shall submit one original signed paper version of their proposal. The electronic proposal submission described elsewhere in this provision must be identical to the signed paper proposal submission.

(b) Offerors shall also submit their proposals electronically to SPAWAR under the instructions contained in this provision. Offerors shall submit their signed proposals as either scanned ("TIFF") or "PDF" documents. Electronic copies shall be submitted via the SPAWAR E-Commerce Central (SPAWAR E-CC). Offerors submitting electronic proposals (e-Proposals) shall register in the SPAWAR E-CC and select their own password in order to submit a proposal. Offerors are required to read the "Submitting a Proposal?" web page found in the SPAWAR E-CC. For information about "e-Proposal" submission, please visit the SPAWAR E-CC. The URL for the SPAWAR E-Commerce Central is https://e-commerce.sscno.nmci.navy.mil.

(d) The electronic submission governs for the purpose of the submission, modification and withdrawal of bids and proposals coverage in the FAR 52.212-1 "Instructions to Offerors--Commercial Items", FAR 52.214-7 "Late Submissions, Modifications, and Withdrawals of Bids", FAR 52.214-23 "Late Submissions, Modifications, Revisions, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding", or the FAR 52.215-1 "Instructions to Offerors--Competitive Acquisition" provision contained in the solicitation. Bids and proposals submitted electronically will be considered "late" unless the bidder or offeror completes the entire transmission of the bid or proposal prior to the due date and time for receipt of bids or proposals. This paragraph (d) supplements the submission, modification and withdrawal of bids and proposals coverage in the FAR 52.212-1 "Instructions to Offerors--Commercial Items", FAR 52.214-7 "Late Submissions, Modifications, and Withdrawals of Bids", FAR 52.214-23 "Late Submissions, Modifications, Revisions, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding", or the FAR 52.215-1 "Instructions to Offerors--Competitive Acquisition" provision contained in the solicitation.

(End of Alternate I)

PRESCIPTION: Contracting officers may insert Alternate I when cost proposals may exceed 75 pages or when technical proposals may exceed 75 pages.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-501 GOVERNMENT-FURNISHED PROPERTY (OCT 1998)

No material, labor, or facilities will be furnished by the Government unless provided for in the solicitation.

(End of provision)

PRESCRIPTION: Use in solicitations for research and development to notify offerors that material, labor, or facilities will not be furnished by the Government unless provided for in the solicitation.

REFERENCE: FAR 15.204-5(b)
FAR 45.102

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-502 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS (OCT 1998)

(i) Page limitation, format.
(A) A proposal shall be prepared in separate volumes with the page limit and number of copies specified as follows. The table of contents and tabs are exempt from the page limits. No cross-referencing between volumes for essential information is permitted except where specifically set forth herein. The following volumes of material will be submitted:

Title	Copies	Maximum Page Limits
Cost	As specified in solicitation summary	50*
Technical	As specified in solicitation summary	100

*The 50-page cost proposal is a goal, not a limit. The Offeror may use additional pages if necessary to comply with public law.
(B) Any technical proposal pages submitted that exceed the page limitations set forth in paragraph (i)(A) of this provision will not be read or evaluated. Proposal pages failing to meet the format in paragraph (i)(D) of this provision will not be read or evaluated.
(C) No program cost data or cross-reference to the cost proposal will be included in any other volume.
(D) Format of the proposal volumes shall be as follows:
(1) Proposals will be prepared on 8 1/2 x 11 inch paper except for foldouts used for charts, tables, or diagrams, which may not exceed 11 x 17 inches. Foldouts will not be used for text. Pages will have a one-inch margin.
(2) A page is defined as one face of a sheet of paper containing information. Two pages may be printed on one sheet.
(3) Type size will be no smaller than 10-point character height (vertical size) and no more than an average of 12 characters per inch. Use of type setting techniques to reduce type size below 10 points or to increase characters beyond 12 per inch is not permitted. Such techniques are construed as a deliberate attempt to circumvent the intent of page limitations set forth in paragraph (i)(A) of this provision.
(4) Proposal must lie flat when open; elaborate binding is not desirable.
(5) No models, mockups, or videotapes will be accepted.
(6) Technical proposals will be prepared in the same sequence as the statement of work.

(ii) Content.
All proposals must be complete and respond directly to the requirements of the solicitation. Each amendment to the solicitation must be acknowledged. The factors and subfactors listed in Section M of the solicitation shall be addressed. Cost and supporting data shall be included only in the cost volume. All other information shall be included in the technical volume.

(End of provision)

PRESCRIPTION: Use in solicitations for research and development to notify offerors of certain proposal preparation and submission instructions.

REFERENCE: FAR 35.007

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-503 MULTIPLE AWARDS (OCT 1998)

The Government may make multiple awards resulting from this solicitation.

(End of provision)

PRESCRIPTION: Use in solicitations for research and development to notify the offerors that the Government may make multiple awards resulting from this solicitation.

REFERENCE: FAR 15.204-5(b)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-705 SUBMISSION OF ADDITIONAL SOFTWARE LICENSING PROVISIONS (MAR 1999)

The Government will consider additional software licensing provisions submitted by each offeror with their proposal. However, the Government will not accept any clauses or provisions--

(1) which holds the Federal Government responsible for state and local taxes (see the "Federal, State and Local Taxes" clause in this solicitation),

(2) which says that the provisions of the license agreement are subject to the laws of any State or local government,

(3) within a submitted commercial license agreement, that says that the license agreement constitutes the entire agreement of the parties to the exclusion of any other specifications and clauses in the Government contract,

(4) that specify an indemnification that contravenes 28 U.S.C. 1498 for patent or copyright infringement,

(5) which attempt to restrict the right of the U.S. Government to represent itself in any court proceeding,

(6) that requires the Government to enter into any form of binding arbitration.

(7) which binds the Government to future enhancements or services,

(8) which deny in any form that an "implied warranty of merchantability" will be applicable to the software or services,

(9) that does not allow the Government to disclose or reproduce for use by support service Contractors or their subcontractors the software delivered under the contract even if such disclosure or reproduction is subject to the same restrictions set forth elsewhere in the contract,

(10) that grants to the Contractor the right to terminate the agreement or contract,

(11) which says that the choice of forum for resolution of disputes is other than that discussed in the "Disputes" clause of this solicitation,

(12) which states that if any provision is held illegal, unenforceable or in conflict with any other law, then the validity of the remaining portions will not be affected.

(End of provision)

PRESCRIPTION: This provision may be used when commercial software is being solicited (separately or in conjunction with the solicitation of commercial computer hardware) and the contracting officer has decided that offerors may submit with their proposal, additional software licensing provisions, other than those already specified in the solicitation. Additional examples of unacceptable provisions may be added to this provision. The provision that discusses disclosure or reproduction for use by support service contractors is be deleted if it does not represent a Government requirement. Based on the circumstances of the procurement, the contracting officer may elect not to authorize their submission. In that case the contracting officer shall (1) include the applicable software licensing provisions in the solicitation, and (2) specify in the solicitation, using a provision substantially the same as the following, that:

"The submission by the offeror of any additional software licensing provisions in any form shall neither be permitted, nor considered."

REFERENCE: Paragraph 3.1.b. of the Commercial Software Licensing and Acquisition Guide in Module 6.0 of the SPAWAR Contract Policy and Procedures Manual (SCPPM)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-708 ALTERNATE PROPOSALS (COMMERCIAL INFORMATION TECHNOLOGY SYSTEMS) (JAN 1992)

INSERT THE FOLLOWING TEXT IF ALTERNATE PROPOSALS WILL NOT BE AUTHORIZED

Alternate proposals in any form shall neither be permitted nor considered.

IF ALTERNATE PROPOSALS WILL BE AUTHORIZED INSERT THE FOLLOWING SAMPLE TEXT

***FOR THE PROCUREMENT OF COMMERCIAL ITEMS AS DEFINED IN FAR 2.101 THE CONTRACTING OFFICER MAY USE THE FOLLOWING PROVISION SUITABLY REVISED TO THE CIRCUMSTANCES OF THE PROCUREMENT. CONTRACTING OFFICERS ARE REMINDED THAT FAR 12.205(b) SAYS "CONTRACTING OFFICERS SHOULD ALLOW OFFERORS TO PROPOSE MORE THAN ONE PRODUCT THAT WILL MEET A GOVERNMENT NEED IN RESPONSE TO SOLICITATIONS FOR COMMERCIAL ITEMS. THE CONTRACTING OFFICER SHALL EVALUATE EACH PRODUCT AS A SEPARATE OFFER."

(a) Offerors may submit more than one proposal, each of which must satisfy the mandatory requirements of the solicitation, including any Live Test Demonstration, in order to be considered. As a minimum, the primary proposal submitted shall be complete. The alternate proposal(s) may be in an abbreviated form following the same section format, but providing only those sections that differ in any way from those contained in the primary proposal. Each proposal will include cost tables indicating the complete range of pricing options. In the case of price/cost options for a given configuration, an alternate proposal is not required. If alternate proposal(s) are submitted, such alternatives shall be clearly labeled and identified on the cover page of each separate document. The reason for each alternate and its comparative benefits shall be explained. Each proposal submitted will be evaluated on its own merits.

(b) Alternate proposals or exceptions to terms and conditions will not be considered for the following:

(1) Paragraph (c) "Pricing Rules" in the "Total Evaluated Contract Life Cost Evaluation" Provision

(2) Paragraph (d) "Price Changes" in the "Total Evaluated Contract Life Cost Evaluation" Provision

List other exceptions

(c) If an alternate proposal is submitted, the Offeror shall submit price proposal (Volume II) exhibit replacement pages to the contracting officer. Changes from the primary proposal page shall be indicated by right marginal vertical lines adjacent to the alternate item. The page number for the alternate shall be the same page number as the primary proposal page.

(d) **(S)** If the technical response in the alternate proposal requires two or more exhibit item numbers, the offeror shall use the same exhibit item number from the primary proposal and will number the alternate items themselves by alpha suffixes. The SCLIN description from Section B shall be used and would be numbered ELIN A105 (presuming the primary proposal ELIN was A105) with the two actual alternate items proposed being numbered A105AA and A105AB.

(End of provision)

PRESCRIPTION: (a) This provision is for use in a solicitation for commercial information technology hardware and/or software or a solicitation for information technology support services. For the purpose of these instructions, the word "commercial" has the same meaning as the term "commercial item" as that term is defined in FAR 2.101, and the term "information technology" has the same meaning as that term is defined in FAR 2.101.

(b) The provision gives the acquisition team solicitation text for two options; permitting the submission of alternate proposals or not authorizing the submission of alternate proposals. The provision provides for the submission of alternate proposals and provides detailed instructions concerning their submission. However, alternate proposals need not be permitted (1) if the contracting officer believes that the technical requirements and the terms

and conditions in the solicitation as well as other aspects of the overall acquisition strategy promotes "efficient competition", and (2) the solicitation does not specify a particular brand name product (see FAR 6.302-1(c). The text that specifies that alternate proposals shall not be permitted shall be inserted into the solicitation verbatim, if alternate proposals will not be permitted. Contracting officers are reminded that FAR 12.205(b) says that for the acquisition of commercial items "Contracting officers should allow offerors to propose more than one product that will meet a Government need in response to solicitations for commercial items. The contracting officer shall evaluate each product as a separate offer." If alternate proposals in solicitations for information technology support services are permitted, then the contracting officer must (1) insert text similar to this "Alternate Proposals" provision and (2) insert Alternate II to the FAR 52.215-1 "Instructions to Offerors--Competitive Acquisition" provision. Paragraph (d) that is marked with an "(S)", is a Sample paragraph that is to be modified to fit the specific requirement.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

L-709 DRAFT SOFTWARE DEVELOPMENT PLAN (JUL 2008)

As a part of the proposal, offerors shall submit a draft version of their Software Development Plan (SDP) in accordance with the content defined in the SOW. The SDP may be formatted as desired by the Offeror but must contain the information described by SDP DID DI-IPSC-81427A. The SDP is not page limited. An SDP, if it is to-the-point and appropriate, may be preferable to a SDP that is excessively wordy and contains non-essential material.

Offerors shall also submit, as a part of their proposal, an SDP Rationale which describes why their specific approach is appropriate for the system to be procured and how their proposed processes are equivalent to those articulated by CMMI® capability level 3.

Offerors shall submit a description of previous experience in developing software of the same nature as this solicitation. As a part of this description, the offerors shall describe the extent to which personnel who contributed to these previous efforts will be supporting this solicitation.

Offerors shall submit a description of previous experience in developing software using the same or similar processes and approaches as proposed for this solicitation. Offerors shall describe the extent to which personnel who contributed to these previous efforts will be supporting this solicitation. Offerors shall also describe any previous CMMI® or equivalent model-based process maturity appraisals performed. As a part of this description, offerors shall identify the organizational entity and location where the appraisal was performed, the type of evaluation, the organization performing the evaluation, and the level earned.

PRESCRIPTION: Insert this provision in all competitive solicitations issued after 01 January 2007 that call for software development or computer software development as defined below. This provision may be included in the text of Provision L-317, "Submission of Proposals (Complex).". Use in conjunction and ensure consistency with the provision at M-709.

Sole source procurements do not need to comply with SPII policy as it relates to the content described in this provision, specifically previous system experience and previous process experience. However, the contracting officer shall ensure that the contractor develops and delivers a SDP and its Rationale in accordance with SPII policy.

"Computer software development" or "software development" means, as applicable, developing or delivering new source code, modifying existing source code, coding computer instructions and data definitions, building databases schema, and performing other activities needed to implement the design of a noncommercial computer software product. This definition recognizes that even small changes to software code can result in significant changes to software system behavior and quality, and, consequently, that it is necessary for developers to define and follow disciplined and appropriate processes.

REFERENCE:
1. ASN (RD&A) Memorandum of 17 November 2006; Subject: Software Process Improvement Initiative Contract Language
2. IEEE/EIA Std. 12207-1997
3. Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION L PROVISIONS

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil/
http://www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

REFERENCE	TITLE	DATE
52.214-22	Evaluation of Bids for Multiple Awards	Mar 1990
52.214-24	Multiple Technical Proposals	Apr 1984
52.217-3	Evaluation Exclusive of Options	Apr 1984
52.217-4	Evaluation of Options Exercised at Time of Contract Award	Jun 1988
52.217-5	Evaluation of Options	Jul 1990
52.232-15	Progress Payments Not Included	Apr 1984
52.247-47	Evaluation--F.o.b. Origin	Jun 2003
52.247-50	No Evaluation of Transportation Costs	Apr 1984

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2) SOLICITATION PROVISIONS

REFERENCE	TITLE	DATE
252.215-7005	Evaluation Factor for Employing or Subcontracting with Members of the Selected Reserve	Oct 2008

(End of provision)

PRESCRIPTION: Use in all solicitations. Delete provisions that do not apply (see the Section M Matrix to determine which provisions do not apply).

REFERENCE: FAR 52.252-1

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

GENERAL SOURCE SELECTION INFORMATION

EXAMPLE:
(1) Technical
(2) Past Performance
(3) Cost
(4) Management

Actual numerical weights, if used, shall not be shown except by order of importance and may be revised during later rounds of negotiations, provided the relative order of importance for each factor is unchanged. If "subfactors" under each factor are listed, state their relative importance within each factor. If any particular factor or subfactor will be given either the predominant weight in evaluation, or only slight weight, so state.

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

_____
_____
_____

[Contracting Officer shall insert the significant evaluation factors, such as
(i) technical capability of the item offered to meet the Government requirement;
(ii) price;
(iii) past performance (see FAR 15.304);
(iv) small disadvantaged business participation; and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.]

Technical and past performance, when combined, are _____
[Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.]

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

PRESCRIPTION: Insert in solicitations and contracts for the acquisition of commercial items prepared using this Part 12 shall be assembled, to the maximum extent practicable, using the FAR 52.212-2 "Evaluation--Commercial Items" provision, or other description of evaluation factors for award, if used.

REFERENCE: FAR 12.301(c)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using [*Contracting Officer to insert source of rate*] in effect as follows:
(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
(b) For acquisitions conducted using negotiation procedures--
(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
(2) On the date specified for receipt of proposal revisions.

(End of provision)

PRESCRIPTION: Insert in solicitations that permit the use of other than a specified currency.

REFERENCE: FAR 25.1103(d)

FILL IN: Contracting officer to insert in the provision the source of the rate to be used in the evaluation of offers.

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

52.247-49 DESTINATION UNKNOWN (APR 1984)

For the purpose of evaluating offers and for no other purpose, the final destination(s) for the supplies will be considered to be as follows: _____

(End of provision)

PRESCRIPTION: Use in solicitations when destinations are tentative. *Contracting officer complete the blank (for example, 50% to Norfolk, VA and 50% to San Diego, CA).*

REFERENCE: FAR 47.305-5(b)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

52.247-51 EVALUATION OF EXPORT OFFERS (JAN 2001)

(a) *Port handling and ocean changes other than DOD water terminals*. Port handling and ocean charges in tariffs on file with the Bureau of Domestic Regulation, Federal Maritime Commission, or other appropriate regulatory authorities as of the date of bid opening (or the closing date specified for receipt offers) and which will be effective for the date of the expected initial shipment shall be used in the evaluation of offers.
(b) *F.O.B. origin, transportation under Government bill of lading*. (1) Offers shall be evaluated and awards made on the basis of the lowest laid down cost to the Government at the overseas port of discharge, via methods and ports compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the f.o.b. origin price of the item, shall be the inland transportation costs from the point of origin in the United States to the port of loading, port handling charges at the port of loading, and ocean shipping costs from the United States port of loading (see paragraph (d) below) to the overseas port of discharge. The Government may designate the mode of routing of shipment and may load from other than those ports specified for evaluation purposes.

(2) Offers shall be evaluated on the basis of shipment through one of the ports set forth in paragraph (d) below to the overseas port of discharge. Evaluation shall be made on the basis of shipment through the port that will result in the lowest cost to the Government.

(3) Ports of loading shall be considered as destinations within the meaning of the term "f.o.b. destination" as that term is used in the F.O.B. Origin clause of this contract.
(c) *F.O.B. port of loading with inspection and acceptance at origin*. (1) Offers shall be evaluated on the basis of the lowest laid down cost to the Government at the overseas port of discharge via methods compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the price to the United States port of loading (see paragraph (2) below), shall be the port handling charges at the port of loading and the ocean shipping cost from the port of loading (see paragraph (d) below) to the overseas port of discharge.

(2) Unless offers are applicable only to f.o.b. origin delivery under Government bill of lading (see paragraph (b) above), offerors shall designate below at least one of the ports of loading listed in paragraph (d) below as their place of delivery. Failure to designate at least one of the ports as the point to which delivery will be made by the Contractor may render the offer nonresponsive.

PLACE OF DELIVERY: _____
[Offerors insert at least one of the ports listed in paragraph (d) of this clause.]

(d) *Ports of loading for evaluation of offers*. Terminals to be used by the Government in evaluating offers are as follows: *(For the information of the offerors, ocean and port handling charges are set forth if the terminal named is a DOD water terminal.)*

PORTS/TERMINALS OF LOADING	**COMBINED OCEAN AND PORT HANDLING CHARGES TO** (INDICATE COUNTRY)	**UNIT OF MEASURE:** I.E., METRIC TON, MEASUREMENT TON, CUBIC FOOT, ETC.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(e) *Ports of loading nominated by offeror*. The ports of loading named in paragraph (d) above are considered by the Government to be appropriate for this solicitation due to their compatibility with methods and facilities required to handle the cargo and types of vessels and to meet the required overseas delivery dates. Notwithstanding the foregoing, offerors may nominate additional ports of loading that the offeror considers to be more favorable to the Government. The Government may disregard such nominated ports if, after considering the quantity and nature of the supplies concerned, the requisite cargo handling capability, the available sailings on U.S.

flag vessels, and other pertinent transportation factors, it determines that use of the nominated ports is not compatible with the required overseas delivery date. United States Great Lakes ports of loading may be considered in the evaluation of offers only for those items scheduled in this provision for delivery during the ice free or navigable period as proclaimed by the authorities of the St. Lawrence Seaway (normal period is between April 15 and November 30 annually). All ports named, including those nominated by offerors and determined to be eligible as provided in this provision, shall be considered in evaluating all offers received in order to establish the lowest laid down cost to the Government at the overseas port of discharge. All determinations shall be based on availability of ocean services by U.S. flag vessels only. Additional U.S. port(s) of loading nominated by offeror, if any: _____

(f) *Price basis*. Offeror shall indicate whether prices are based on--

- ☐ Paragraph (b), f.o.b. origin, transportation by GBL to port listed in paragraph (d);
- ☐ Paragraph (c), f.o.b. destination (i.e., a port listed in paragraph (d));
- ☐ Paragraph (e), f.o.b. origin, transportation by GBL to port nominated in paragraph (e); and/or
- ☐ Paragraph (e), f.o.b. destination (i.e., a port nominated in paragraph (e)).

(End of provision)

PRESCRIPTION: Use in solicitations when supplies are to be exported through CONUS ports and offers are solicited on an f.o.b. origin or f.o.b. destination basis.

REFERENCE: FAR 47.305-6(e)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

52.247-51 -- EVALUATION OF EXPORT OFFERS (JAN 2001)--ALTERNATE I (FEB 2006)

When the CONUS ports of export are DoD water terminals, delete paragraph (a) from the basic provision and substitute for it the following paragraph (a):
(a) *Port handling and ocean charges -- DoD water terminals*. The port handling and ocean charges are set forth in paragraph (d) of this provision for the information of offerors and are current as of the time of issuance of the solicitation. For evaluation of offers, the Government will use the port handling and ocean charges made available by the Directorate of International Traffic, Military Surface Deployment and Distribution Command (SDDC) rate information letters, on file as of the date of bid opening (or the closing date specified for receipt of offers) and which will be effective for the date of the expected initial shipment.
Alternate II (Apr 1984). When offers are solicited on an f.o.b. origin only basis, delete paragraphs (c) and (f) from the basic provision, but do not redesignate the ensuing paragraphs. Add the following basic paragraph (g) to the provision:
(g) Paragraphs (c) and (f) have been deleted but ensuing paragraphs have not been redesignated.
Alternate III (Apr 1984). When offers are solicited on an f.o.b. destination only basis, delete paragraph (b) from the basic provision but do not redesignate the ensuing paragraphs. Delete subparagraph (c)(2) and paragraph (f) from the provision and substitute the following subparagraph (c)(2) and paragraph (f). Add paragraph (g) below.
(c)
(2) Offerors shall designate below at least one of the ports of loading listed in paragraph (d) below as their place of delivery. Failure to designate at least one of the ports as the point to which delivery will be made by the Contractor may render the offer nonresponsive.
Place of Delivery: _____ *[Offerors insert at least one of the ports listed in paragraph (d) below.]*
* * * * *
(f) *Price basis*. Offerors shall indicate whether prices are based on --
* Paragraph (c), f.o.b. destination (i.e., a port listed in paragraph (d)); or
* Paragraph (e), f.o.b. destination (i.e., a port nominated in paragraph (e)).
(g) Paragraph (b)has been deleted, but ensuing paragraphs have not been redesignated.

(End of Alternate I)

PRESCRIPTION: The contracting officer shall use the provision with its Alternate I when the CONUS ports of export are DoD water terminals

REFERENCE: FAR 47.305-6(e)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

52.247-51 EVALUATION OF EXPORT OFFERS (JAN 2001)--ALTERNATE II (APR 1984)

When offerors are solicited on an f.o.b. origin only basis, delete paragraphs (c) and (f) from the basic provision, but do not redesignate the ensuing paragraphs. Add the following basic paragraph (g) to the provision:

(g) Paragraphs (c) and (f) have been deleted but ensuring paragraphs have not been redesignated.

(End of Alternate II)

PRESCRIPTION: Use in solicitations when the conditions for use of FAR 52.247-51 apply, except that offers are solicited on an f.o.b. origin basis only.

REFERENCE: FAR 47.305-6(e)(2)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

52.247-51 EVALUATION OF EXPORT OFFERS (JAN 2001)--ALTERNATE III (APR 1984)

When offerors are solicited on an f.o.b. destination only basis, delete paragraphs (b) from the basic provision , but do not redesignate the ensuing paragraphs. Delete subparagraph (c)(2) and paragraph (f) from the provision and substitute the following subparagraph (c)(2) and paragraph (f). Add paragraph (g) below.

(c) (2) Offerors shall designate below at least one of the ports of loading listed in paragraph (d) below as their place of delivery. Failure to designate at least one of the ports as the point to which delivery will be made by the Contractor may render the offer nonresponsive.

PLACE OF DELIVERY: _____
[Offerors insert at least one of the ports listed in paragraph (d) below.]

(f) Price basis. Offerors shall indicate whether prices are based on--
☐ Paragraph (c), f.o.b. destination (i.e., a port listed in paragraph (d)); or
☐ Paragraph (e), f.o.b. destination (i.e., a port nominated in paragraph (e)).

(g) Paragraph (b) has been deleted, but ensuing paragraphs have not been redesignated.

(End of Alternate III)

PRESCRIPTION: Use when the conditions for use of 52.247-51 apply, except that offers are solicited on an f.o.b. destination basis only.

REFERENCE: FAR 47.305-6(e)(3)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

52.247-56 TRANSIT ARRANGEMENTS (APR 1984)

The lowest appropriate common carrier transportation costs, including offeror's through transit rates and charges when applicable, from offeror's shipping points, via the transit point, to the ultimate destination will be used in evaluating offers.

TRANSIT POINT(S)	DESTINATION(S)
_____	_____
_____	_____

(End of provision)

PRESCRIPTION: Insert in solicitations when benefits may accrue because transit arrangements may apply.

REFERENCE: FAR 47.305-13(a)(3)(ii)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

252.225-7032 WAIVER OF UNITED KINGDOM LEVIES--EVALUATION OF OFFERS (APR 2003)

(a) Offered prices for contracts or subcontracts with United Kingdom (U.K.) firms may contain commercial exploitation levies assessed by the Government of the U.K. The offeror shall identify to the Contracting Officer all levies included in the offered price by describing --
(1) The name of the U.K. firm;
(2) The item to which the levy applies and the item quantity; and
(3) The amount of levy plus any associated indirect costs and profit or fee.

(b) In the event of difficulty in identifying levies included in a price from a prospective subcontractor, the offeror may seek advice through the Director of Procurement, United Kingdom Defence Procurement Office, British Embassy, 3100 Massachusetts Avenue NW., Washington, DC 20006.

(c) The U.S. Government may attempt to obtain a waiver of levies pursuant to the U.S./U.K. reciprocal waiver agreement of July 1987.
(1) If the U.K. waives levies before award of a contract, the Contracting Officer will evaluate the offer without the levy.
(2) If levies are identified but not waived before award of a contract, the Contracting Officer will evaluate the offer inclusive of the levies.
(3) If the U.K. grants a waiver of levies after award of a contract, the U.S. Government reserves the right to reduce the contract price by the amount of the levy waived plus associated indirect costs and profit or fee.

(End of provision)

PRESCRIPTION: Use the provision at DFARS 252.225-7032 in solicitations if a U.K. firm is expected to--
(a) Submit an offer; or
(b) Receive a subcontract exceeding $1 million.

REFERENCE: DFARS 225.1101(8)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

252.225-7037 EVALUATION OF OFFERS FOR AIR CIRCUIT BREAKERS (JUN 2005)

(a) The offeror shall specify, in its offer, any intent to furnish air circuit breakers that are not manufactured in the United States or its outlying areas, Canada, or the United Kingdom.

(b) The Contracting Officer will evaluate offers by adding a factor of 50 percent to the offered price of air circuit breakers that are not manufactured in the United States or its outlying areas, Canada, or the United Kingdom.

(End of provision)

As prescribed in), use the following provision:

PRESCRIPTION: Use the provision in solicitations requiring air circuit breakers for naval vessels unless--

(a) An exception under DFARS 225.7016-2 applies; or

(b) A waiver has been granted under DFARS 225.7016-3 other than a waiver for the United Kingdom, which has been incorporated into the provision.

REFERENCE: DFARS 225.7006-4(a), DFARS 225.7006(a)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

5252.215-9401 EVALUATION OF FIRST ARTICLE TESTING (JAN 1992)

(a) Offerors are advised that clause _____ [*Contracting officer insert the clause number and title*] requires first article testing. This requirement may be waived by the Contracting Officer, when supplies identical or similar to those called for have previously been delivered by the offeror and accepted by the Government. Therefore, offerors can submit alternative offers, one including testing and approval and the other excluding testing and approval. If the Government waives the requirement for first article unit(s), test plans, testing and test report(s) for eligible offerors, the prices set forth in Section B under first article will not be included in the total contract price or any resulting contract. In addition, all provisions relating to first article testing will be deleted from the resulting contract.

(b) Offerors shall identify these identical or similar supplies by the contract number, agency, contract award date, and contract delivery date.

Contract Number	Agency	Award Date	Delivery Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(c) ___ [*Contracting officer check indicating whether the Government or the contractor will be responsible for first article testing*]. The Government is responsible for first article testing under this contract. The cost to the Government of this testing will be a factor in the evaluation of offers, as it will be added to the offers requiring first article testing. The estimated cost of this testing is _____ [*Contracting officer insert estimated cost*].

OR

(c) ___ [*Contracting officer check indicating whether the Government or the contractor will be responsible for first article testing*]. The contractor is responsible for first article testing under this contract.

(d) The approved first article _____ [*Contracting officer insert the words "will" or "will not"*] serve as a manufacturing standard.

(e) Earlier delivery, if required in case of waiver of first article, shall not be a factor in the evaluation for award.

(f) The prices for first articles and first article tests in relation to production quantities shall not be materially unbalanced, if first article test items are to be separately priced.

(End of provision)

PRESCRIPTION: Insert in solicitations that include a first article approval clause in Section I, unless it is known that first article approval will not be waived.

REFERENCE: FAR 52.209-3(h)
NAVSUP PUB 592

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-302 EVALUATION OF OFFERS (SINGLE AWARD FOR ALL ITEMS) (DEC 1999)

An offeror must quote on all items in this solicitation to be eligible for award. The Government intends to make a single award to the acceptable offeror whose total offer on all items is the most advantageous to the Government considering price and other factors, if any, specified in the schedule.

(End of provision)

PRESCRIPTION: Insert in solicitations when a single award for all items is anticipated.

REFERENCE: NAVSUP PUB 592

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-303 AWARD BY LOT (DEC 1999)

Award shall be made to the eligible low offeror on each group of items designated as a separate lot. If there is no eligible low aggregate offeror on all items within a given lot, then the Government reserves the right to award by item, provided that when awarding by item, the further right is reserved to avoid the administrative costs of multiple awards whenever the total savings per award would be less than $500.00.

(End of provision)

PRESCRIPTION: Use in solicitations when award by item will not be practical and award by lot must be made. File must be documented to justify award by lot rather than by item.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-304 AWARD (LOWEST PRICE, TECHNICALLY ACCEPTABLE) (DEC 1999)

Award of the contract resulting from this solicitation will be made to the offeror whose proposal is technically acceptable and the lowest price.

(End of provision)

PRESCRIPTION: Insert in solicitations where award is made on the basis of low cost, technically acceptable offeror.

REFERENCE: Local Policy

LAN REFERENCE: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-306 EVALUATION--RENT-FREE USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (JAN 1992)

To eliminate any competitive advantage arising from the use of Government production and research property on a rent-free basis, an evaluation factor will be applied to the offer involving such rent-free use. The evaluation factor shall be determined by prorating the rent between the proposed contract and other work utilizing such property, as prescribed in FAR 45.205, to find the prorate share applicable to the proposed contract. Offerors offering rent-free use shall provide information as to total rental charges for a period equivalent to the free rental period as well as an estimate of the required usage of the property in the performance of the contract.

(End of provision)

PRESCRIPTION: Insert in Invitation for Bids and Request for Proposals where a competitive advantage may otherwise accrue from using existing government production and research property.

REFERENCE: NAVSUP PUB 592

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-307 EVALUATION CRITERIA AND BASIS FOR AWARD (BEST VALUE) (DEC 1999)

(a) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer conforming to the solicitation, is determined to provide the "best value" to the Government. Such offer may not necessarily be the proposal offering the lowest cost or receiving the highest technical rating.

(b) Proposals will be rated and ranked on the evaluation factors listed below. It should be noted that cost is not a numerically weighted factor. **Although technical factors are significantly more important than cost, cost is an important actor and should be considered when preparing responsive proposals**. The importance of cost as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors. When the offerors within the competitive range are considered essentially equal in terms of technical capability, or when cost is so significantly high as to diminish the value of the technical superiority to the government, cost may become the determining factor for award. In summary, cost/technical trade-offs will be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the established evaluation factors.

(c) The evaluation factors listed below ( ) are in descending order of importance, or ( ) are of equal importance.

[*Indicate importance of factors and fill in factors and subfactors from source selection plan. Notes similar to the following notes may be used to indicate the importance of the subfactors*.]

( ) Note: The subfactors above are listed in descending order of importance.
( ) Note: The subfactors above are of equal importance.

EXAMPLE: Technical Capability Factors:

(1) Technical Understanding/Approach
Subfactors:
(a)

(2) Personnel Qualifications
Subfactors:
(a)

(3) Corporate Experience
Subfactors:
(a)

( ) Other (fill in)

(d) Evaluation of an offeror's proposal shall be based on the information presented in the proposal and information available to the contracting office from sources deemed appropriate. Sources typically considered Defense Contract Audit Agency, Defense Contract Management Administration offices, other contracts with same firms for similar items or services, known commercial sources such as Data Resources, Inc., Standard and Poor, etc. Proposals which are unrealistic in terms of technical or schedule commitments, or unrealistically high or low in terms of cost, my be deemed to be reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subject judgment on the part of the Government evaluators is implicit in the entire process.

(e) COST

(1) Cost Realism will be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (a) to verify the offeror's understanding of the requirements; (b) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk

that the offeror will provide the supplies for services for the offered prices/cost; and (c) assess the degree to which the cost reflected in the cost/price proposal accurately represents the work efforts included in the technical proposal. Proposed costs may be adjusted, for purposes of evaluation, based upon the results of the cost realism evaluation. When this cost realism analysis is performed, the resulting realistic cost estimate shall be used in the evaluation. In addition to easily identifiable cost adjustments, unrealistic cost proposals may result in a re-evaluation and concurrent rescoring of technical proposals. Such re-evaluation based on cost or realistic cost analysis could negatively impact the technical rating and ranking of the proposal.

(End of provision)

PRESCRIPTION: Use in solicitations for cost reimbursement contracts where award is based on best value. Use with the provision at FAR 52.222-46, Evaluation of Compensation for Professional Employees.

NOTE:
(1) For competitive solicitations contemplating a firm-fixed price, time-and-material, or labor hour type contract, cost realism analysis is generally not used. For level of effort solicitations use Alternate I.
(2) In paragraph (b), the negotiator may substitute other terms such as SLIGHTLY or MODERATELY to describe the relationship of technical to cost.
(3) The competitive solicitation information for Section M comes from the approved Source Selection Plan. In competitive acquisitions of services, evaluation and award should be based, to the maximum extent practicable, on the best overall value to the Government in terms of quality and other factors. The weighting of cost must be commensurate with the nature of the services being acquired. If the effort being contracted for departs from clearly defined efforts, or highly skilled personnel are required, it may be appropriate to award to an offeror at other than the lowest price based on technical and quality considerations. Evaluation factors and subfactors are to be listed in their descending order of importance.
(4) The scoring of costs must be approved by the Chief of the Contracting Office.
(5) Methods of evaluation which assign a point score to cost or price and combine it with point scores for other evaluation factors generally should not be used. Point scores can be helpful in summarizing subjective evaluation of technical and other factors, but are not needed in evaluating cost or price and tend to obscure the tradeoff between cost/price and other factors, rather than clarifying it. If point scoring of cost/price is utilized, it should be demonstrated that the value of a cost/price point is comparable, in value to the Government, to the value of a non-cost/price point. When a cost realism analysis is performed, the resulting realistic cost estimate shall be used in the evaluation of cost, except when using a firm-fixed-price or fixed-price with economic price adjustment type of contract (see NAPS 5215.305).

REFERENCE: FAR 15.304
FAR 15.404-1
DFARS 215.404-1(d)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-307 EVALUATION CRITERIA AND BASIS FOR AWARD (BEST VALUE) (DEC 1999)--ALTERNATE I (JAN 2004)

If the solicitation is for a level-of-effort contract estimated over $100,000, add the following subparagraph (2) to paragraph (e) of Provision M-307 "Evaluation Criteria and Basis for Award (Best Value)":

(2) Realistic personnel compensation will be determined by utilizing actual annual salaries of resumed personnel as representative of the anticipated labor costs and these rates will be used to arrive at a realistic cost for evaluation purposes. In categories for which no resumes are required, category averages, if considered credible, may be utilized to determine realistic compensation. (For proposals including uncompensated overtime, see the Section M provision "Uncompensated Overtime Evaluation" and the Section L provision "Uncompensated Overtime and Professional Employees".

(End of Alternate I)

PRESCRIPTION: Insert in level-of-effort solicitations estimated over $100,000. Use with the provision at FAR 52.237-10, Identification of Uncompensated Overtime, SPAWAR Provision L-331, Uncompensated Overtime and Professional Employees, SPAWAR Provision M-308, Uncompensated Overtime Evaluation, and the provision at FAR 52.222-46, Evaluation of Compensation for Professional Employees.

REFERENCE: DFARS 215.404-1(d)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-308 UNCOMPENSATED OVERTIME EVALUATION (DEC 1999)

(a) The use of uncompensated overtime is defined in FAR 52.237-10 "Identification of Uncompensated Overtime" is discouraged by the Government. Based upon our assessment of the technical services required herein, it is unrealistic to expect long-term employees to continually work in excess of the industry norm of 40 hours per week. Therefore, the use of uncompensated overtime in this acquisition presents a significant risk to the Government.

(b) Offerors are advised that if uncompensated overtime is proposed, the alternate cost breakdown specified in paragraph (g) of Provision L-331 "Uncompensated Overtime and Professional Employees", will be used for cost evaluation purposes. THUS, NO EVALUATION ADVANTAGE WILL RESULT WHEN UNCOMPENSATED OVERTIME IS PROPOSED.

(End of provision)

PRESCRIPTION: (a) This provision is to be inserted in all level-of-effort solicitations estimated over $100,000. The provision is NOT recommended for use when services are acquired on a completion basis. The provision is to be used with the provision at FAR 52.237-10, Identification of Uncompensated Overtime, and SPAWAR Provision L-331 "Uncompensated Overtime and Professional Employees."

(b) This provision may be included in the text of the version of Provision M-307, Evaluation Criteria and Basis for Award (Best Value), developed for a specific acquisition or it may be inserted into Section M as a separate provision. The contracting officer shall not insert it both in the version of Provision M-307 developed for a specific acquisition and as a separate Section M provision.

REFERENCE: FAR 37.115-3 and Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-311 COST REALISM (DEC 1999)

Cost realism will be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (a) to verify the offeror's understanding of the requirements; (b) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the offeror will provide the supplies or services for the offered prices/cost; and (c) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal, and/or other cost related information available to the contracting officer. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When this cost realism is performed, the resulting estimate shall be used in the evaluation of cost.

(End of provision)

PRESCRIPTION: Use in all competitive cost reimbursement solicitations. Do not use with provision M-307, Evaluation Criteria and Basis for Award (Best Value).

NOTE: Cost realism analysis is generally not used in competitive solicitations contemplating a firm-fixed price, time-and-material, or labor-hour type contract.

REFERENCE: FAR 15.404-1(d)
DFARS 215.404-1(d)
NMCAG G5215.305(a)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-312 EVALUATION OF PERFORMANCE RISK (JAN 1999)

(a) During the source selection process, the government will assess the relative risks associated with each offeror and proposal. It is important to note the distinction between proposal risk and performance risk.

(1) Proposal risks are those associated with an offeror's proposed approach in meeting the government's requirements. Proposal risk is assessed by the proposal evaluators and is integrated into the rating of each specific evaluation subfactor under the technical and cost factors.

(2) Performance risks are those associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance.

(b) The government will conduct a performance risk assessment based upon the quality of the offeror's past performance as well as that of its proposed subcontractors, as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the government will focus its inquiry on the past performance of the offeror and its proposed subcontracts as it relates to all solicitation requirements, such as cost, schedule, and performance, including the contractor's record of conforming to specifications and to standards of good workmanship; the contractor's record of containing and forecasting costs on any previously performed cost reimbursable contracts; the contractor's adherence to contract schedules, including the administrative aspects of performance. Performance risk is assigned a weight as part of the Technical Evaluation. The relative weighting is reflected in Provision _____ [*Contracting officer insert appropriate evaluation provision from Section M*].

(c) A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high performance risk rating resulting in a potential reduction of the overall technical score (correspondingly, a low risk assessment may result in a higher evaluated score in accordance with the evaluation factors set forth in Section M). Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal.

(d) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(e) Offerors are cautioned that in conducting the performance risk assessment, the government may use data provided by the offeror in its proposal and data obtained from other sources. Since the government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that while the government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors.

(End of provision)

PRESCRIPTION: This provision is to be included in competitive solicitations whenever past performance will be evaluated. The provision is for use with Provision L-325, Past Performance Information, and other appropriate evaluation provisions.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-313 EVALUATION FACTORS LISTED (FIXED PRICE CONTRACTS) (MAR 1999)

(a) The technical proposal must give clear, detailed information sufficient to enable evaluation based on the factors listed below. Factors, including price, will be weighted for evaluation and award as follows:

FACTORS

(*) All equally important
(*) Listed in descending order of importance

SUBFACTORS

(*) All equally important
(*) Listed in descending order of importance

* [*Negotiator to check applicable blocks above and insert factors and subfactors*.]

(b) If at any stage of the negotiations all offerors in the competitive range are determined to have submitted substantially equal technical proposals, the right is reserved to notify such offerors that price will be considered the predominant factor in determining who shall receive award after submission of final proposal revisions.

(End of provision)

PRESCRIPTION: Use a provision substantially the same as Provision M-313 in fixed price solicitations exceeding the simplified acquisition threshold where such things as technical capability, know-how, demonstrated ability, physical facilities and equipment, availability of personnel with special skills and/or early completion capability are important considerations. Contracting officers, at their option, may use this provision in requests for quotations less than the simplified acquisition threshold (see FAR 13.106-1). The applicable guidance in FAR Part 15 requires that evaluation factors and subfactors be specified in acquisitions exceeding the simplified acquisition threshold. List all evaluation factors and subfactors in order of their relative order importance. Its substance may also be used in a "request for quotation" leading to the issuance of a Federal Supply Schedule blanket purchase agreement or delivery order issued under FAR Subpart 8.4. The contracting officer may either use this provision or the provision at FAR 52.212-2 to specify those evaluation factors in acquisitions exceeding the simplified acquisition threshold. Alternately, the contracting officer may insert the text of Provision M-313 into the provision at FAR 52.212-2. FAR 13.106-1(a)(2) says, "Contracting officers are encouraged to use best value. Solicitations are not required to state the relative importance assigned to each evaluation factor and subfactor, nor are they required to include subfactors."

NOTE:
(1) When soliciting for "commercial items" as that term is used in FAR Part 12, the text of this provision should be inserted into paragraph (a) of the FAR 52.212-2 "Evaluation-Commercial Items" provision.
(2) The scoring of costs must be approved by the Chief of the Contracting Office.
(3) Methods of evaluation which assign a point score to cost or price and combine it with point scores for other evaluation factors generally should not be used. Point scores can be helpful in summarizing subjective evaluation of technical and other factors, but are not needed in evaluating cost or price and tend to obscure the tradeoff between cost/price and other factors, rather than clarifying it. If point scoring of cost/price is utilized, it should be demonstrated that the value of a cost/price point is comparable, in value to the Government, to the value of a non-cost/price point. When a cost realism analysis is performed, the resulting realistic cost estimate shall be used in the evaluation of cost, except when using a firm-fixed-price or fixed-price with economic price adjustment type of contract (see NAPS 5215.305).

REFERENCE: NAVSUP INST 4200.79D

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-314 USE OF PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM-STATISTICAL REPORTING (PPIRS-SR) IN PAST PERFORMANCE EVALUATION (NOV 2008)

(1) Each offeror's past performance shall be evaluated in accordance with FAR 13.106-2 or 15.305(a)(2), as applicable. The Department of Defense has authorized use of PPIRS-SR for use by Department of Defense activities during the acquisition of supplies and services. For purposes of this solicitation, contractor past performance will be based on data from PPIRS-SR. The offeror's quality and delivery classifications from PPIRS-SR will be used in conjunction with the offeror's references, the criteria in FAR 13.106-2 or 15.305(a)(2)-as applicable-and other provisions of this solicitation.
(2) The purpose of PPIRS-SR is to provide source selection officials with quantifiable past performance information regarding delivery and quality. This information is collected from existing DoD reporting systems during the source selection process.
(3) Quality: PPIRS-SR collects quantifiable quality data from existing systems and uses that data to classify supplier performance by Federal Supply Code or Federal Service Code (FSC group). Based on comparisons among suppliers in a specific FSC group, PPIRS-SR sorts suppliers into color ratings representing the supplier's overall quality performance based on the following indices:

Color	Position
Dark Blue	Top 5% of suppliers in FSC group
Purple	Next 10% of suppliers in FSC group
Green	Next 70% of suppliers in FSC group
Yellow	Next 10% of suppliers in FSC group
Red	Bottom 5% of suppliers in FSC group

(Note: If all supplier ratings for a specific FSC group are equal, all suppliers within that group will be classified Green. Suppliers with no history in PPIRS-SR will be displayed without a rating and, for evaluation, receive a neutral rating.)

(4) Delivery: Supplier delivery past performance is classified in PPIRS-SR by the suppliers percentage of on-time deliveries. On-time deliveries are calculated using the number of line items delivered and a weighting factor reflecting the length of time a delivery was overdue.
(5) PPIRS-SR classifications are determined monthly for each supplier and can be reviewed at htt://www.pirs.ov/.
Suppliers are granted access to review their
own classifications. Offerors are encouraged to review their classifications and the PPIRS-SR methodology, reporting procedures and challenge procedures detailed in the PPIRS-SR Procedures Manual and Users Guide also available at http://www.ppirs.gov.

(End of Notice)

PRESCRIPTION: This notification is to be used in conjunction with standard past performance provisions and clauses and may be adapted for use in solicitations when Past Performance Information Retrieval System-Statistical Reporting will be used to evaluate offeror's past performance.

REFERENCE: DASN (A&LM) memorandum of 22 Aug 2008

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-316 EVALUATED ESTIMATED PRICE (DEC 1999)

Evaluation of price will be on the basis of the total prices offered for Lots _____ through _____ [*Contracting officer insert lots to be evaluated*]. The total price will be determined as follows:

(a) *Labor*. Evaluation of straight time, overtime, and holiday time (if required) will be calculated by multiplying the estimated hours for each type of labor by the applicable rates proposed in Section B. Total evaluated labor cost will be the sum of proposed straight time, overtime, and holiday time.

(b) *Travel/Transportation/and per diem*. These items will be reimbursed to he contractor on the basis of actual amounts paid. The total evaluated price for these items will be computed at the amounts specified in Section B, plus any proposed burden factors.

(c) *Material*. Estimated material costs are provided in Section B. The total evaluated price for material will be the Government estimate plus the offeror's proposed material handling or other applicable burden.

(End of provision)

PRESCRIPTION: Use in solicitations for time and material contracts.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

52.217-5 EVALUATION OF OPTIONS (JUL 1990) (VARIATION)

The Government will evaluate offers for award purposes by adding the total cost and fixed fee for all options to the total cost and fixed fee for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

PRESCRIPTION: (a) The contracting officer shall insert, in lieu of the basic FAR 52.217-5 provision, a provision substantially the same as the 52.217-5 "Evaluation of Options (Variation)" provision, in solicitations when (1) A cost-reimbursement contract is contemplated; (2) The option is not to be exercised at the time of contract award; (3) The solicitation contains an option clause; and (4) The contracting officer has determined that there is a reasonable likelihood that the option will be exercised.

(b) This provision may be included in the text of the version of Provision M-307, Evaluation Criteria and Basis for Award (Best Value), developed for a specific acquisition or it may be inserted into Section M as a separate provision. The contracting officer shall not insert it both in the version of Provision M-307 developed for a specific acquisition and as a separate Section M provision.

REFERENCE: FAR 17.208(c)(1)

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-317 CONTRACT AWARD TO SINGLE OFFEROR FOR ALL SUBLINE ITEMS WITHIN A CONTRACT LINE ITEM (MAY 1999)

Subject to the provisions contained herein, award shall be made to a single offeror for all subline items within each contract line item. Offers must include each subline item listed within a line item. Failure to do this shall be cause for rejection of the offer for that particular line item.

(End of provision)

PRESCRIPTION: Use in solicitations when single award for all subline items within each contract line item is required.

REFERENCE: NAVSUP PUB 592

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-318 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (MAY 1999)

Notwithstanding the provisions of the _____ [*Contracting officer insert reference to Section M provision that contains the evaluation factors*] provision, proposals shall be evaluated on the basis of quoted prices without an amount for economic price adjustment being added. Offers that provide for a ceiling lower than that stipulated, if a ceiling is stipulated in the clause, will also be evaluated on this basis, but any resultant award will be made at the lower ceiling. Offers providing for adjustment that may exceed the maximum adjustment stipulated, if a maximum is stipulated in the clause, will be evaluated at such higher adjusted price. Offers which limit or delete the downward adjustment, if a downward adjustment is stipulated in the clause, are not acceptable for award unless all offerors are first afforded an opportunity to quote on the same basis and such an award is in the best interests of the government under the circumstances.

(End of provision)

PRESCRIPTION: Use in requests for proposals containing an economic price adjustment clause.

REFERENCE: NAVSUP PUB M15-104

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-502 PROPOSAL EVALUATION PROCEDURES AND BASIS FOR AWARD (MAY 1999)

Proposals will be evaluated and award made as follows:

(i) Basis for award.
The award decision will be based on evaluation of all factors and subfactors set forth in this solicitation. The Government may select the source whose proposal offers the greatest value to the Government in terms of technical, cost or price, and other factors set forth in the solicitation. The source selected may or may not have the lowest proposed total costs.

(ii) Evaluation factors.
Proposals will be evaluated in accordance with the following factors. The technical factor is significantly more important than the cost factor. The technical subfactors are in descending order of importance unless otherwise stated in the solicitation. The cost subfactors are of equal weight.

(A) Technical.
(1) Technical approach. The soundness of the Offeror's technical approach, including the Offeror's demonstrated understanding of the technical requirement.
(2) Qualification. The experience and qualifications of the proposed personnel relevant to the proposed task. The quantity and quality of the Offeror's corporate experience relevant to the proposed task. The Offeror's past performance with emphasis placed on the expertise of key personnel.
(3) Management. The degree to which the Offeror demonstrates the ability to effectively and efficiently manage and administer the program to a successful conclusion.
(4) Facilities. The degree to which the proposed facilities enable accomplishment of the proposed effort.

(B) Cost.
(1) Reasonableness. Proposed estimated cost and fee (if any).
(2) Completeness. The adequacy of the identification, estimation and support of all relevant costs.
(3) Realism. The costs in an Offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the Offeror's technical proposal.

(End of provision)

PRESCRIPTION: Use in solicitations for research and development to notify the offerors of the proposal evaluation procedures and basis for award. Use of these standard evaluation factors is preferred in solicitations for research and development.

REFERENCE: FAR 15.204-5(c)
FAR 35.007

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-701 SOURCE SELECTION (COMMERCIAL INFORMATION TECHNOLOGY SYSTEMS) (MAR 1999)

**** NOTICE TO PREPARER: The Contracting Officer shall choose one of the following M-701 provisions; either "Source Selection (Value Award)(Systems)" or "Source Selection (Binary Value Award) (Systems)."*

**** NOTICE TO PREPARER: The Contracting Officer will include as an evaluation factor or a risk assessment "Past Performance" as required by FAR Subpart 15.3. The Contracting Officer's attention is also directed to the guidebook issued by OFPP titled "A Guide to Best Practices for Past Performance". The data the offeror is required to submit for this evaluation must be described in Section L. The elements to be evaluated should be tailored to meet the circumstances of the particular procurement.*

SOURCE SELECTION (BEST VALUE AWARD)(SYSTEMS)

(a) General

(1) This procurement is being conducted in accordance with Parts 12 and 15 of the Federal Acquisition Regulation. The Contracting Directorate, Space and Naval Warfare Systems Command (SPAWAR) will validate and evaluate Offerors' proposals submitted in response to this solicitation. Proposals will be validated to insure (1) that they have been prepared in accordance with instructions in Section L, (2) that they meet all contractual requirements specified in this solicitation, (3) that they are reasonable in proposed technical approach and overall cost, and (4) that they meet all mandatory Government requirements in Section C "Specifications and Descriptions." Validated proposals will be evaluated and will receive a composite Technical Excellence rating. "Overall Cost" includes not only the offeror related costs (equipment, software, installation, and support) over the system's life, but also predictable Government costs for power and cooling, site modifications and system operation.

(2) All Offerors in the competitive range will be required to conduct a Live Test Demonstration (LTD). Proposals from responsible offerors who successfully complete the LTD in the time allotted will be included in the final source selection report submitted to the selection authority. The selection authority will determine which offeror provides the best value to the Government and will authorize award to that offeror, provided that offeror is responsible and technically acceptable.

(b) Price and Technical Trade-off

(1) This solicitation employs cost and technical trade-offs as described in FAR 15.101-1 in its evaluation. The fact that a proposal receives the highest technical excellence rating does not in itself justify selection of the highest rated proposal without regard to the price.

(2) The selection authority will not be strictly bound by the ratings. In reaching a decision, the selection authority retains the discretion to balance the technical merits of each proposal against the proposed overall price to determine the greatest value to the Government. Award may be made to a lower priced proposal, although its technical excellence rating is lower.

(3) If the selection authority determines that the technical difference represents a technical advantage and the greatest value to the Government, the Selection authority may award to such proposal at a higher evaluated cost. The decision will be made at the discretion of the selection authority and will depend on the facts and circumstances of the procurement.

SOURCE SELECTION (BINARY AWARD)(SYSTEMS)

(a) This procurement is being conducted in accordance with Parts 12 and 15 of the Federal Acquisition Regulation. The Contracting Directorate, Space and Naval Warfare Systems Command (SPAWAR) will validate and evaluate the proposals received for technical and contractual acceptability and for lowest overall contract life cost to the Government in accordance with the criteria set forth in this Section. Proposals shall be prepared in accordance with the instructions given in Section L and shall meet all the mandatory Government requirements in Section C "Specifications and Descriptions." Proposals meeting the Mandatory Government requirements and satisfying the

contractual requirements of the solicitation will be evaluated to determine the overall cost for the contract life. "Overall Cost" includes not only the offeror related costs (equipment, software, installation, and support) over the system's life, but also predictable Government costs for power and cooling, site modifications and system operation.

(b) The Offeror submitting a technically acceptable proposal with the lowest overall contract life cost will be required to conduct a Live Test Demonstration (LTD). If this offeror fails to successfully complete the LTD in accordance with Attachment ___, within the time allotted, then the offeror with the next lowest overall contract life cost will be required to perform the LTD. This process will continue until an offeror successfully performs the LTD. This responsible offeror will be awarded the contract.

(End of provision)

*** NOTICE TO PREPARER: When using the text of the paragraph under "Source Selection (Binary Award)(Systems)", the contracting officer will insert as paragraph (a) of the FAR 52.212-2 "Evaluation-Commercial Items" provision, text that is the same or similar to the following:

(1) if past performance has been waived under FAR 15.304(c)(3)(iii):

Proposals will be evaluated and the Government will award a contract to that responsible offeror who submits a technically acceptable proposal with the lowest overall contract life cost and successfully completes the Live Test Demonstration (LTD) within the time allotted.

(End of Provision)

(2) if past performance has not been waived:

Proposals will be evaluated and the Government will award a contract on the basis of the following factors in descending order of importance:

(1) Price, and

(2) Past Performance,

to that responsible offeror submitting a technically acceptable proposal and successfully completing the Live Test Demonstration (LTD) within the time allotted.

(End of provision)

The contracting officer will specify in the solicitation, the relative importance of the Price and Past Performance. In addition, FAR 15.304(e) requires that if the Government in its selection decision, will treat non-price factors combined (in this case, "past performance") as "significantly more important", "approximately equal to", or "significantly less important" than price, then this must also be stated in the solicitation.***

PRESCRIPTION: (a) This provision is to be used when a contract for commercial information technology hardware and/or software is being solicited. The purpose of this provision is to describe to the offerors the process that will be used in a contract award selection. This process not only includes those steps that will be taken from receipt of proposals through contract award, but also includes the subject areas in the evaluation process. For the purpose of these instructions, the word "commercial" has the same meaning as the term "commercial item" as that term is defined in FAR 2.101, and the term "information technology" has the same meaning as that term is defined in FAR 2.101.

(b) After determining which evaluation process is most appropriate based on the conditions in FAR 6.401, the contracting officer will use either the text under the paragraph marked "Source Selection (Best Value Award)(Systems)" or the text under the paragraph marked "Source Selection (Binary Award)(Systems)." The term "Binary Award" means "lowest price technically acceptable source selection process" as that term is described in FAR 15.101-2.

(c) Paragraph (a) of the text under the paragraph marked "Source Selection (Binary Award)(Systems)" and paragraph (a)(1) of the text under the paragraph marked "Source Selection (Best Value Award)(Systems)", contains a sentence which says "Overall Cost" includes not only the offeror related costs (equipment, software, installation, and support) over the system's life, but also predictable Government costs for power and cooling, site modifications and system operation." This sentence shall be deleted unless these costs will be evaluated. Paragraph (f) of Provision M-708 "Total Contract Life Cost Evaluation (Systems)" describes their evaluation. Guidance on when to evaluate these costs is discussed in the instructions for the use of Provision M-708 "Total Contract Life Cost Evaluation (Systems)."

(d) When conducting a best value source selection, the text of the "Source Selection (Best Value Award)(Systems)" provision shall be used in conjunction with the FAR 52.212-2 "Evaluation-Commercial Items" provision. This provision shall also be used in conjunction with Provision L-702 "Format, Instructions and Notices

for Proposal Preparation (Commercial Information Technology Systems)", the FAR 52.232-15 “Progress Payments not Included” provision, Provision M-313 “Evaluation Factors Listed (Fixed Price Contracts)” and Provision M-706 “Cost Evaluation Process (Systems).” This provision may also be used in conjunction with Provision M-704 “Live Test Demonstration”, Provision M-705 “Present-Value Discounting”, and Provision M-707 “Evaluated Optional Features.”

(e) When conducting a binary award selection, the text of the “Source Selection (Binary Award)(Systems)” provision shall be used in conjunction with Provision L-702 “Format, Instructions and Notices for Proposal Preparation (Commercial Information Technology Systems)”, the FAR 52.232-15 “Progress Payments not Included” provision, the FAR 52.212-2 “Evaluation-Commercial Items” provision, Provision M-706 “Cost Evaluation Process (Systems)”, and Provision M-708 “Total Evaluated Contract Life Cost (Systems).” This provision may also be used in conjunction with Provision M-704 “Live Test Demonstration Requirement”, Provision M-705 “Present-Value Discounting”, and Provision M-707 “Evaluated Optional Features.”

(f) Paragraph (b) “Options” in the FAR 52.212-2 “Evaluation-Commercial Items” provision is for use in conjunction with the FAR 52.217-9 “Option to Extend the Term of the Contract” clause. The contracting officer may decide that there are not sufficient reasons to include the "Option to Extend the Term of the Contract" clause in the solicitation or contract. Consequently, paragraph (b) "Options" in the FAR 52.212-2 provision may be deleted.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-704 LIVE TEST DEMONSTRATION (SEP 1999)

(a) As specified in Attachment ** , offerors will be eligible for Live Test Demonstration (LTD) based on prospective technical acceptability and overall contract life cost.

(b) The technically acceptable offeror with the lowest overall contract life cost shall conduct a LTD of proposed equipment at no cost to the Government.

- OR -

(b) All offerors in the competitive range shall conduct a LTD of their proposed equipment and software, at no cost to the Government.

(c) The Contracting Officer will notify and arrange the LTD date with the offeror no less than *10* days before the LTD required date.

(d) The LTD shall be performed in accordance with Attachment ** . The LTD requirements including benchmark tests, if any, are shown in Attachment ** of this solicitation.

[INSERT IN ATTACHMENT WHAT IS TO BE TESTED, THE APPLICABLE STANDARDS TO BE SATISIFIED AND SPECIFIC TESTS TO BE CONDUCTED]

(e) The Offeror's attention is directed to Attachment ** for those Facilities and Materials to be made Available for the Government Technical Team at the Offeror's Site

(g) Purpose of Demonstration. The Offeror shall demonstrate that their proposed hardware, software and firmware fulfills the Mandatory Requirements stated in Specifications C____ through C____ and performs as stated in the Offeror's proposal. In addition, the Offeror will demonstrate that the Evaluated Optional Features proposed perform as described in Specification C____ and the Offeror's proposal. Finally, the Offeror will demonstrate that the functions and characteristics offered in response to the evaluation factors specified in the solicitation perform as stated in the Offeror's proposal. The LTD will be used to evaluate the processing of a representative concurrent batch and interactive workload on the offeror's proposed system(s). The LTD results will be used to verify the offeror's proposal with respect to functionality, flexibility, processor power, throughput, and storage capacity. The Government reserves the right to test functions and characteristics other than those specifically identified in Attachment ** .

(h) LTD Tape. Interested offerors may obtain the LTD tape containing source programs and data files by written request made to the Contracting Officer****within 45 days following the issue date of the solicitation document****.

(i) Allotted Period. If the LTD is not completed satisfactorily within the allotted period shown in paragraph (k), the offer will be considered unacceptable.

(j) Offeror Notification. Offerors shall contact the Contracting Officer and establish in writing a mutually agreeable time within the allotted period for the Government to observe and validate the LTD. The Government will attempt, within one calendar week following the conclusion of the LTD, to validate the LTD and determine whether the results were satisfactory or unsatisfactory.

(k) Schedule. The allotted period for the Government observed and validated LTD will consist of (i) not more than two trips by the Government to the Offeror's site, which shall not require more than five Government workdays spent in observation, except that a second visit shall consist of at not more than one Government workday thus allowing a total of six Government work-days, (ii) schedule to begin not sooner than ***70*** days after receipt of initial proposals, and (iii) scheduling to be completed not later than ***135*** days after receipt of initial proposals.

(l) Test Plan. A Test Plan and the specific test procedures to be used for the LTD shall be submitted by the Offeror with Volume III (Part 2) of the Offeror's proposal. The LTD Test Plan will be reviewed by the Government for its acceptability.

(m) Test Termination. At any time during the Government's visit, the Government may elect to terminate the test due to lack of satisfactory progress by the Offeror. The Government Technical Team Leader shall be the sole judge of the Offeror's progress.

(End of provision)

PRESCRIPTION: (a) This provision is for use in a solicitation for commercial information technology hardware and/or software. For the purpose of these instructions, the word "commercial" has the same meaning as the term "commercial item" as that term is defined in FAR 2.101, and the term "information technology" has the same meaning as that term is defined in FAR 2.101. This provision is to be used when a benchmark test or operational capability demonstration (OCD) is to be performed as part of the source selection process. Substitute the phrase "Operational Capability Demonstration" for a benchmark test, if an OCD is to be used. The testing procedures and routines and performance standards are to be specified in an attachment to the solicitation. When this provision (or a provision substantially the same as this provision) is used, then the SPAWAR 5252.239-9617 "Rerun of the Operational Capability Demonstration and Benchmark Test" clause shall also be used.

(b) The use of commercial testing programs and routines as well as the use of commercial testing organizations is strongly encouraged. A variety of testing processes may be used based on the best interest of the Government. The testing process may range from conducting Government witnessed tests after receipt of proposals to having a potential offeror conduct these tests as part of their proposal preparation process and submitting the results as part of their proposal. These tests conducted by the offeror may be validated prior to proposal submission by a commercial testing organization. This latter approach has the important advantages of reducing Government expenses and reducing lead times to contract award.

(c) This provision contains two alternate statements in paragraph (b). The first paragraph marked is to be used in a "lowest price technically acceptable source selection process." The second paragraph is to be used in a "best value" source selection process. Both paragraphs require that the Government evaluation team review the technical and contractual information submitted by the offerors and have communications with the offerors concerning their technical and contractual information prior to conducting the Live Test Demonstration.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-706 COST EVALUATION PROCESS (COMMERCIAL INFORMATION TECHNOLOGY SYSTEMS) (JUL 1994)

(a) Invoice Prices and Other Costs

Part C of this solicitation specifies the information technology hardware, software, and services which the offeror must propose (mandatory requirements), and may propose [e.g., Evaluated Optional Features, if specified] in order to be considered for award. All unit prices for each proposed item and service are submitted in the Exhibits of this solicitation based on Section C and Section F. The overall cost to the Government will be evaluated based on Provision "Total Evaluated Contract Life Cost Evaluation" and the other factors defined in this Section M. Some terms, conditions, and prices, (e.g. maintenance) provide a spectrum of prices based on items or service selected. Paragraph (f) "Offeror Proposed Prices for Hardware, Software and Services (Systems)" of this Provision "Cost Evaluation Process" establishes the required pricing for items and services for the contract life. In addition to these contract life "invoice" prices, other inhouse costs, as specified in Provision "Total Contract Life Cost Evaluation (Systems)", for operation of the system(s) shall also be included in the evaluation.

(b) Contract Life Summary Tables - Exhibit ***

All of the prices and costs covered in paragraph (a) of this Provision "Cost Evaluation Process" and specified in the Exhibits are then used by the offeror to develop individual contract life summary tables in Exhibit *** for each of the following acquisition methods - *** (e.g., lease, purchase). All prices shall be adjusted by the appropriate monthly factor for "present value" computation. The purpose of these tables will be to determine the "adjusted total contract life cost" for each acquisition method that will be used in the selection of the successful offeror.

(c) Transportation

Prices proposed shall be "F.O.B. Destination within Consignee's Premises" in accordance with Section F. Proposals submitted on any other basis are not acceptable.

(d) Installation Costs

Proposed unit prices shall include all cite installation costs.

(e) Residual Value

For evaluation purposes, the residual value of this acquisition has been determined to be zero.

(f) Offeror Proposed Prices for Hardware, Software and Services (Systems)

The proposed prices will be evaluated in the month they are incurred as specified in Provision "Total Contract Life Cost Evaluation" and as follows:

(1) Hardware

The price of all equipment proposed to meet the requirements specified in Section C. Unit prices are as specified in Exhibit *** and its attachment.

(2) Software

The software prices are as specified in Exhibit ***.

(3) Maintenance

(i) The basic monthly maintenance (BMM) price is as specified in Exhibit ***. This price covers all maintenance service of all system equipment during the Principal Period of Maintenance (PPM) beginning with the first day after the warranty period expires.

(ii) Exhibit ***, for the hardware acquired under this contract, contains the prices for extending this PPM and the prices for OCOMP maintenance outside of the PPM or EPPM. Exhibit *** contains the prices for Per-Call. Exhibit *** contains the prices for Carryback/Mail-In Maintenance. For evaluation purposes, the following instructions apply:

(A) On-Call Maintenance

For evaluation of equipment purchased under this contract, the basic PPM coverage of Monday-Friday for nine consecutive hours per day will be evaluated beginning at the day following the expiration of warranty and extend for the life of the contract (Exhibit ***). The extensions to the PPM shown in Exhibit *** will be evaluated beginning at the day following the expiration of warranty and extend for the life of the contract. For the equipment purchased under this contract Exhibit *** is used for this evaluation. The weighting factor associated with exercising the basic PPM coverage and each of the extensions to the PPM is indicated by a coefficient associated with each element in the matrix in Exhibit ***. The weighting factor associated with extending the basic PPM coverage for Monday to Friday to 12 consecutive hours is *****.

(B) Per-Call Maintenance

Per-Call maintenance, at prices contained in Exhibit ***, will be evaluated beginning at the day following the expiration of warranty and extend for the life of the contract. For the equipment purchased under this contract Exhibit *** is used for this evaluation.

(C) Carryback/Mail-In (CMI)

The CMI coverage, at the prices contained in Exhibit ***, will be evaluated beginning at the day following the expiration of the warranty and extend for the life of the contract. Exhibit *** contains a scenario for the evaluation of these services.

(D) On-site Maintenance

The following instructions apply to on-site maintenance:

*** INSERT ON-SITE EVALUATION INSTRUCTIONS ***

*** As an example of the evaluation instructions:

ATTACHMENT 5 CONTAINS SAMPLE DATA FOR THE CONVENIENCE OF EACH OFFEROR IN UNDERSTANDING THE GOVERNMENT'S EVALUATION METHODOLOGY. THE ACTUAL EVALUATION FACTORS AND QUANTITIES ARE SHOWN IN PRICE EXHIBITS ***, *** AND ***. OFFERORS MUST CAREFULLY REVIEW THE INFORMATION CONTAINED IN THESE EXHIBITS, RATHER THAN ATTACHMENT 5 , WHEN DEVELOPING THEIR ACTUAL PROPOSAL.

(4) Training

The price, if any, proposed for the specified training. Unit prices as specified in Exhibit ***. For evaluation purposes, each site shall have one of each course offered with ***20*** students per class.

(5) Manuals and Documentation

The price, if any, to the Government for manuals and documentation, as specified in Exhibit ***.

(6) Contractor Support Personnel

The price to the Government for contractor support personnel, if any, as specified in Exhibit ***.

(7) Miscellaneous Items

The prices for any Miscellaneous Items as specified in Exhibit ***.

(End of provision)

***ADDITIONAL NOTICES TO PREPARER

(a) Under this provision, the monthly prices for hardware maintenance are evaluated in conjunction with the evaluation quantities and schedules in paragraph (a)(1) of Provision M-708 "Total Evaluated Contract Life Cost (Systems)" and the SPAWAR 5252.239-9613 "Equipment Warranty" clause. For example, if the acquisition of 10 printers is to be evaluated in month 3 and the "Equipment Warranty" clause requires a 12 month warranty, then the proposed monthly maintenance prices for these 10 printers are evaluated in month 15.

(b) Under this provision, the monthly prices for software maintenance are evaluated in conjunction with the evaluation quantities and schedules in paragraph (a)(1) of Provision M-708 "Total Evaluated Contract Life Cost (Systems)." For example, if the acquisition of 10 word processing software packages is to be evaluated in month 3, then the proposed monthly maintenance prices for these 10 packages are evaluated in month 3. To the extent that there is a Software Warranty clause in the contract that is similar to the SPAWAR 5252.239-9613 "Equipment Warranty" clause (i.e., the clause requires a 12 month warranty), then the monthly software maintenance prices would be evaluated the same manner as the monthly hardware maintenance prices discussed in paragraph (f) above.

(c) Generally the unit prices for commercial hardware and software include a copy of a user and operation manual for each unit delivered. Unless there is a business or program reason for stating otherwise, paragraph (e)(5) "Manuals and Documentation" should specify that this charge, if any, is included in the proposed unit price. If the Government requires more than one copy of each manual, then paragraph (e)(5) may provide instructions concerning pricing for additional copies. Alternately, the Government may specify a "right to copy" and that the charge for the first manual shall include this right to copy. In addition, unless there is a business or program reason for stating otherwise, paragraph (e)(5) "Manuals and Documentation" should also specify that reports (e.g., production and delivery reports, system maintenance reports, and training materials shall be "Not Separately Priced."

(d) The evaluation quantities and schedules for "Training", "Manuals and Documentation" "Contractor Support Personnel" and Miscellaneous", provided the Government does not specified that they are "Not Separately Priced" should be evaluated in the same manner as is discussed in paragraph (a)(1) of Provision M-708 "Total Evaluated Contract Life Cost (Systems)."

(e) This provision shall be used in conjunction with the contract line item descriptions in Section B, Provision L-702 "Format, Instructions and Notices for Proposal Preparation (Commercial Information Technology Systems)", the FAR 52.212-2 "Evaluation-Commercial Items" provision, Provision M-701 "Source Selection (Systems)" and Provision M-708 "Total Evaluated Contract Life Cost (Systems)." The provision may also be used in conjunction with Provision M-707 "Evaluated Optional Features."***

PRESCRIPTION: (a) The provision is for use in a solicitation when commercial information technology hardware, software and/or services are being solicited. This sample provision is used to provide specific notices and instructions applicable to the submission of the unit prices for the information technology hardware, software and/or services being solicited. The provision also is to be used to provide instructions that tell the offerors the specific pricing exhibit in which the offeror various charges are to be placed. The text of this provision (1) insures that the offeror will understand the structure and requirements of the solicitation, (2) insures that there is a mutual understanding of the contents of the price proposal, and (2) facilitates the validation of the price proposal. This sample provision shall be modified to fit the Government's specific requirements and shall provide detailed instructions to the offerors. The provision describes the solicitation requirements for the offeror's submission of their "Contract Life Summary Table." This Table is used to determine the total price when conducting either a best value or a lowest price technically acceptable source selection process. The provision also places the offeror on specific notice concerning the application of (1) transportation charges to the offered unit prices, and (2) residual value in the selection process. The provision insures that (1) the offeror will understand the structure and requirements of the solicitation, and (2) there is a mutual understanding of the contents of the price proposal. For the purpose of these instructions, the word "commercial" has the same meaning as the term "commercial item" as that term is defined in FAR 2.101, and the term "information technology" has the same meaning as that term is defined in FAR 2.101.

(b) Paragraph (a) contains a sentence which says “In addition to these contract life ‘invoice’ prices, other inhouse costs, as specified in the Section M Provision ‘Total Contract Life Cost Evaluation’, for operation of the system(s) shall also be included in the evaluation.” This sentence shall be deleted unless these costs will be evaluated. Paragraph (f) of Provision M-708 “Total Contract Life Cost Evaluation (Systems)” describes their evaluation. Guidance on when to evaluate these costs is discussed in the instructions for the use of Provision M-708 “Total Contract Life Cost Evaluation (Systems).”

(c) Paragraph (b) contains sentences that say “All prices shall be adjusted by the appropriate monthly factor for ‘present value’ computation. The purpose of these tables will be to determine the ‘adjusted total contract life cost’ for each acquisition method which will be used in the selection of the successful offeror.” These sentences shall be deleted unless Provision M-705 “Present-Value Discounting” is used in the solicitation. Guidance on when to conduct this evaluation is discussed in the instructions for the use of Provision M-705 “Present-Value Discounting.”

(d) Certain paragraphs are marked with an “(S)” or a “(WR)”. Those marked with an “(S)” are Sample paragraphs that, if applicable to the solicitation, may be modified to fit the specific requirements of the solicitation. Those marked “(WR)” are Required, when Applicable.

(e) Generally the unit prices for commercial hardware and software include transportation charges to the destination point. Unless there is a business reason for stating otherwise, paragraph (c) “Transportation” or paragraphs (e)(1) “Hardware” and (e)(2) "Software" should specify that the transportation charges are included in the proposed unit price.

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-707 EVALUATED OPTIONAL FEATURES (SEP 1987)

The evaluated optional features described in the Specifications and listed in elsewhere in the solicitation, will be included in the cost evaluation. Evaluated Optional Features are features, characteristics and services that the user desires which do not have to be proposed by the offeror for his proposal to be acceptable. If the offeror does not propose an evaluated optional feature the Government assessed value will be added to the total evaluated contract life cost. If an evaluated optional feature is proposed and found acceptable, the proposal will be evaluated using the offered price instead of the Government assessment. The Offeror shall specify their offered price in Exhibits *** and ***. The Offeror shall specify either his offered price or the Government assessment, whichever applies, in Exhibit ***. If an evaluated optional feature is proposed at a price greater than the Government assessed value, the proposal will be evaluated at the Government assessed value and the awarded contract will exclude the proposed feature.

Evaluated Optional Features (description and dollar worth to the Government):

****INSERT EVALUATED OPTIONAL FEATURES****

Random Access Input Data (Sample)

Time critical data shall be randomly accessible in modules not larger than three million bytes each in Extremely High Capacity On-line Storage.

Failure to provide this feature shall result in an assessment of $27,400 which will be assessed in month 12 of the contract life.

(End of provision)

PRESCRIPTION: This provision may be used in a solicitation for commercial information technology hardware and/or software. For the purpose of these instructions, the word “commercial” has the same meaning as the term “commercial item” as that term is defined in FAR 2.101, and the term “information technology” has the same meaning as that term is defined in FAR 2.101. This provision describes how evaluated optional features will be evaluated. Evaluated optional features are features, characteristics and services that the user desires which do not have to be proposed by the offeror for his proposal to be acceptable. These evaluated optional features are features, characteristics and services that will be of benefit the Government, but are not needed in order to satisfy the objectives of the contract. If the offeror does not propose an evaluated optional feature, the Government assessed value will be added to the total evaluated contract life cost. This provision may be used in a solicitation where source selection will be based on the “best value” to the Government or where contract award will be made to the “lowest priced technically acceptable” offeror (i.e., a binary award). The description of an Evaluated Optional Feature may be included in an “Evaluated Optional Features” specification or it may be included with the text of this provision. The dollar worth to the Government will be stated in the text of this provision. The dollar worth to the Government may be established based on (1) the cost over the life cycle to do without the feature, (2) the cost of in-house development of the feature, or (3) the alternate acquisition cost from other sources (e.g. Federal Supply Schedules).

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-708 TOTAL CONTRACT LIFE COST EVALUATION (COMMERCIAL INFORMATION TECHNOLOGY SYSTEMS) (DEC 1999)

(a)(1) For the purpose of the "Present-Value Discounting" provision in Section M, the following cost evaluation assumptions will be used for evaluation purposes to determine for present-value discounting purposes the overall contract life cost to the Government:

****NOTICE TO PREPARER: The Contracting Specialist shall insert here for present-value discounting purposes, the evaluation timeframes and quantities for each deliverable item and service. These evaluation timeframes and quantities must reflect the month within each Contract Year that the quantities will be evaluated. The Contracting Officer must specify within the Request for Proposals when the first Contract Year will commence. These timeframes and quantities for each deliverable item and service may be shown in Attachment 6 if they are too voluminous to be listed in Section M.****

(2) These evaluation schedules and quantities are for evaluation purposes only. The Government is not obligated to order in the timeframes, schedules and/or quantities shown. These timeframes, schedules and quantities will not be applicable after contract award.

(b) Pricing Rules

The following rules are established with the intent of preventing offers from being submitted where prices or credits are used individually or in combination which could result in unrealistically evaluated prices while actual invoicing during contract performance would be significantly different than evaluated prices. The rules are also established to insure that the post-award management of the contract is practical and free from unnecessarily cumbersome pricing procedures. Each years pricing plan must contain pricing which is in conformance with the rules published below. Failure to conform with these rules may lead to rejection of the offer.

(1) The unit price of any item for which there is a specific charge cannot increase as the quantity of supply or level of service delivered increases.

(2) The unit price of any item for which there is a specific charge cannot decrease as the quantity of supply or level of service delivered increases or decreases.

(3) Price of one item unit cannot be tied to usage or quantity of the same or another item unit.

(4) Offers containing any charges for failure to exercise any option will be rejected.

(c) Price Changes

(1) Net unit prices shall remain fixed and constant for each Contract Year. Each Contract Year is 12 consecutive months. Net unit prices cannot change within a Contract Year.

****NOTE TO PREPARER: The Contracting Officer must specify when the first Contract Year will commence, e.g., "upon award of contract" or "upon the date of successful completion of the post-award rerun of the Live Test Demonstration or Benchmark Tests" or another time as specified by the Contracting Officer. This specific time must be specified in the UCF Contract Schedule and must be explained in RFP Section L for the purposes of evaluating and validating the offeror's proposed unit prices. The effective date of the prices must also be explained for the purposes of ordering and contract formation.****

(2) "Net unit price" means a single, all-inclusive price including all discounts and any increases or decreases. The "net unit price" must be expressed as a single actual dollar amount. "Net unit price" excludes prompt payment discounts.

(3) Changes in net unit prices are permitted only from Contract Year to Contract Year. Changes in net unit prices are subject to the pricing rules in this paragraph (c) of this provision.

(4) Any proposed unit price for maintenance or any other service which includes a charge for some of the evaluated calls or quantities and no charge or another charge for others within the same Fiscal Year shall be deemed to violate paragraphs (b) and (c) of this Provision.

(d) Validation of Life Cycle Costs

A cost evaluation validation session may be conducted with any offeror prior to award, if required. Offerors shall be prepared to enter into the validation session(s) with total systems life costs. These sessions will be verbally scheduled by the Contracting Officer.

(e) Reserved

(f) In-house Government Costs

(1) Site Modification

Specification C-706 describes the available facilities for installing the hardware. The offeror shall examine this specification and compare it to the stated requirements of his proposed system, indicating in its proposal what additional facilities or modifications are required. The offeror will submit the environmental specifications described in paragraph (d)(7) of Provision L-702 "Format, Instructions and Notices for Proposal Preparation (commercial Information Technology Systems)" as Volume III, Part 7, Section A of their proposal. The Government will submit this estimate to the cognizant activity to determine the estimated cost for a site modification. The offeror shall be notified of this determination using the format in Attachment 12, Paragraph 1 "Site Modification." The estimated cost for a site modification will be included in his evaluation.

(2) Other Costs

Other in-house Government costs are listed in Attachment 12, Paragraph 2.

(3) Power and Cooling

The cost of supplying the necessary electrical power to run the system and any cooling equipment shall be computed by the offeror and specified in Exhibit L. The offeror will submit the completed Exhibit L as required by paragraph (d)(8) of Provision L-702 "Format, Instructions and Notices for Proposal Preparation (commercial Information Technology Systems)" as Volume III, Part 7, Section B of their proposal. The cost will be included in the evaluation. The following formula applies:

Monthly Cost = (P + C) x k x h

Where: P = electrical power required to operate all offered equipment and its supporting equipment in kilowatt hours (KWH)

C = the electrical power required for air conditioning and humidifiers to offset the heat generated by equipment operation.

k = cost per KWH in dollars

h = hours of use per month

In this procurement the following applies for evaluation purposes:

(A) Assume an average system power factor of 0.80 when converting from volt-amperes(VA) to Kilowatts(KW)

(B) To convert BTU/hour to KWH:

Number of BTU's/HOUR
---------- = Number of KWH
3413

k = $ *** per KWH

****NOTE TO PREPARER: The contracting officer will use the Prevailing Rate for Each Location in effect upon issuance of the solicitation. If the Prevailing Rate changes prior to the due date for receipt of proposals or prior to issuing a request for the final proposal revision, the solicitation should be amended.****

h = *** hours per month

(End of provision)

***ADDITIONAL NOTICES TO PREPARER:

(a) The requirements in paragraph (b) "Pricing Rules" and paragraph (c) "Price Changes" prevents offers from being submitted where prices or credits are used individually or in combination which could result in unrealistically evaluated prices while actual invoicing during contract performance would be significantly different than evaluated prices. Experience has shown that offerors will frequently propose a decrease in the proposed unit prices at a time that takes advantage of the paragraph (a)(1) evaluation schedule and quantities. By doing so their total price for source selection purposes, is lower than the actual expenditures under the contract. These requirements apply to (1) the evaluation quantities and schedules in paragraph (a)(1) of this Provision M-708 "Total Contract Life Cost Evaluation (Systems)", (2) the evaluation of prices for software maintenance, training, support services, and manuals and documentation, and (3) the spectrum of hardware maintenance prices described in Provision M-706 "Cost Evaluation Process (Systems)." The text of these paragraphs are not to be altered. These rules are also established to insure that the post-award management of the contract is practical and free from unnecessarily cumbersome pricing procedures. This includes an assurance that there is a mutual understanding of the parties concerning when the contract is to commence, the duration of the basic contract and option periods and the ending date of the contract if all options to extend are exercised. Experience has shown that offerors will propose very low prices within the basic contract period which may only be 3 months, with the expectation that these quantities will not be ordered during that 3 month period. This 3 month basic contract period happens when it and the options to extend are structured to coincide with fiscal years. These quantities will not be ordered because of debriefings, the need to obtain program management approvals, post-award conferences, and post-award litigation, etc. The contract commencement and the Contract Year rules were developed to insure that an offeror's total price for source selection purposes will not be lower than the actual expenditures under the contract.

(b) To insure that the total duration of the contract will not be artificially shortened because of post-award litigation (e.g., a GAO protest), paragraph (c) "Price Changes" should contain additional text which specifies that the award of the contract and the beginning of the first Contract Year do not coincide. The contract should specify that "Contract Year 1 will begin upon the date of successful completion of the post-award rerun of the Live Test Demonstration required under the SPAWAR 5252.239-9617 "Rerun of the Operational Capability Demonstration and Benchmark Test" clause. The solicitation and contract would also say, for instance, that the rerun will begin 20 days after award of the contract. Protesting offerors have 10 calendar days after award or 5 calendar days after the debriefing date offered to the protester in which to submit a protest to GAO.

(c) Paragraph (f)(1) "Site Modification" is marked "(WR)". This paragraph is Required, when Applicable. This evaluation factor is applicable when site modifications must be make to an existing facility to accommodate a particular offeror's technical approach and the costs of these modifications could differ between various offerors. This factor is typically applicable to "mainframe" procurements, but could be applicable to other procurements (e.g., "local area networks" where the site(s) must be modified). Paragraph (f)(1) is for use in conjunction with that part of paragraph (d)(7) in Provision L-702 "Format, Instructions and Notices for Proposal Preparation (Commercial Information Technology Systems)" that requires the offeror to submit site layout drawings and specifications. These site layout drawings and specifications are then provided to the technical sponsor who submits them to their servicing public works activity. The public works activity then develops an estimate for the cost of modifying the facility. This "estimate" is then used to determine that offeror's overall cost to the Government for source selection purposes.

(d) Paragraph (f)(3) "Power and Cooling" is marked "(WR)". This paragraph is Required, when Applicable. This evaluation factor is applicable when the cost for electricity for power and cooling could differ

between the technical approaches of various offerors. This factor is typically applicable to "mainframe" procurements, but could be applicable to other procurements. Paragraph (f)(1) is for use in conjunction with that part of paragraph (d)(7) in Provision L-702 "Format, Instructions and Notices for Proposal Preparation (Commercial Information Technology Systems)" that requires the offeror to submit, using Exhibit L, the electrical power and cooling requirements for each component. The "Prevailing Rate" that is to be inserted in Paragraph (f)(3) is obtained from the technical sponsor who obtains it from their servicing public works activity. The information contained in Exhibit L is then used in conjunction with the stated "Prevailing Rate" to determine that offeror's overall cost to the Government for source selection purposes.

(e) This provision shall be used in conjunction with Provision L-702 "Format, Instructions and Notices for Proposal Preparation (Commercial Information Technology Systems)", the FAR 52.212-2 "Evaluation-Commercial Items" provision, Provision M-701 "Source Selection (Systems)" and M-706 "Cost Evaluation Process (Systems)." In addition, this provision shall be used in conjunction with specification for hardware, or software specifications", or specifications for training", or specifications for contractor support. The provision shall also be used, if applicable, in conjunction with the FAR 52.217-9 "Option to Extend the Term of the Contract" clause, and Provision M-707 "Evaluated Optional Features."

(f) The FAR 52.217-9 "Option to Extend the Term of the Contract" clause is typically inserted into a information technology "requirements" contract because (1) funds may not be available for the total duration of the contract, or (2) the most advantageous method of fulfilling the Governments need may not be the exercise of an option to extend. An acquisition strategy may be used which gives the Government to right to end the contract, on a no-cost basis, if the contractor's performance during the contract is not satisfactory, but is not so poor as to warrant a termination for default or cause. The contracting officer may decide that these or similar considerations are not sufficient reasons to include the "Option to Extend the Term of the Contract" clause in the solicitation or contract. These considerations may have even less immediacy in an information technology "indefinite quantity" contract because (1) the Government will obligate the "minimum" guarantee at contract award, and (2) the Government is not obligated to place orders under the contract once the "minimum" guarantee has been spent.***

PRESCRIPTION: (a) This provision is used to evaluate and calculate the total proposed contract life cost in a solicitation for a contract for commercial information technology hardware and/or software. This provision describes (1) the times during the life of the contract when the proposed unit prices of the various quantities of the various items will be evaluated to determine the total amount of the contract for source selection purposes and contract award, and/or (2) the evaluation of various "in-house" costs (e.g. power and cooling, site modifications) so that the total cost to the Government can be determined for each offerors technical approach in order to determine which offer is in the best interests of the Government. For the purpose of these instructions, the word "commercial" has the same meaning as the term "commercial item" as that term is defined in FAR 2.101, and the term "information technology" has the same meaning as that term is defined in FAR 2.101.

(b) This provision is mandatory when awarding an indefinite delivery or a definite quantity contract for commercial information technology hardware and/or software. Under these types of contracts, the technical sponsor's objective is to satisfy the information technology needs of a given population of users over a given period of time. These types of contracts typically have hardware and software ordering periods between 3 to 5 years.

(c) The evaluation schedules and quantities in paragraph (a)(1) are to be developed using the best estimate of the technical sponsor. These quantities will equal the quantities specified in the Section B contract line item description list. This paragraph (a)(1) evaluation schedule is to be included in the solicitation because offerors will propose unit prices that will increase or decrease during the life of the contract. These prices can increase or decrease for hardware, software, training, and support personnel. In particular, in a competitive procurement, offerors will propose unit prices that decrease during the term of the contract (e.g., $100 in Year 1, $90 in Year 2, $70 in Year 3, etc.). These decreases are based on the decline in value over time as the offered products begin to approach technical obsolescence or in the expectation that other manufacturers will be developing products that will be superior to the product offered. The evaluation quantities in paragraph (a)(1) are to be specified on a monthly basis (i.e., month 3, 15, 27, 39, etc.) if the quantities are to be evaluated using "Present-Value Discounting." These quantities may be expressed as annual quantities (i.e., Contract Year 1, Contract Year 2, etc.), if the quantities are NOT evaluated using "Present-Value Discounting."

(d) Paragraph (a)(1) contains the phrases "or the purpose of the "Present-Value Discounting" Provision in Section M" and "for present-value discounting purposes." These phrases shall be deleted unless Provision M-705 "Present-Value Discounting" is used in the solicitation. Guidance on when to conduct this evaluation is discussed in the instructions for the use of Provision M-705 "Present-Value Discounting."

REFERENCE: Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS

M-709 SOFTWARE DEVELOPMENT EVALUATION FACTORS FOR AWARD (SEP 2007)

Factor x – Software Development Approach
Description: The Government will evaluate the offeror's proposed software development approach to ensure it is appropriate for the system to be developed and meets standard levels of completeness and process quality. For this evaluation, the Government will rely primarily on the draft SDP and the SDP Rationale.

Criteria: IEEE/EIA Std. 12207.1, Section 4.2.3, H.3 – Characteristics of Life Cycle Data

Factor y – Software Development Experience
Description: The Government will evaluate the offeror's previous experience in developing software of the same nature as that being acquired with this solicitation.

Factor z – Software Development Process Experience
Description: The Government will evaluate the offeror's previous experience in developing software using the same or similar approach as proposed for this solicitation. The results of any standard model-based process maturity appraisals performed within 24 months prior to proposal submission, and the number of proposed staff experienced in using these processes will be part of the evaluation criteria.

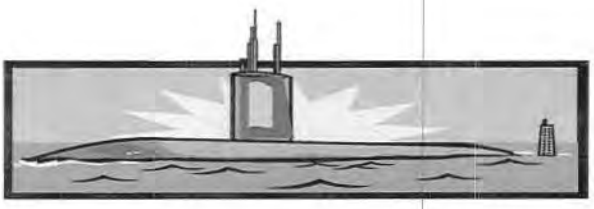
PRESCRIPTION: Insert this provision in all competitive solicitations issued after 01 January 2007 that call for software development or computer software development as defined below. This provision may be included in the text of the basic provision at M-307, "Evaluation Criteria and Basis for Award (Best Value)", or the provision at M-502, "Proposal Evaluation Procedures and Basis for Award" in solicitations for research and development. Use in conjunction and ensure consistency with the provision at L-709. These factors are the minimum required.

Sole source procurements do not need to comply with SPII policy as it relates to the content described in this provision, specifically previous system experience and previous process experience. However, the contracting officer shall ensure that the contractor develops and delivers a SDP and its Rationale in accordance with SPII policy.

"Computer software development" or "software development" means, as applicable, developing or delivering new source code, modifying existing source code, coding computer instructions and data definitions, building databases schema, and performing other activities needed to implement the design of a noncommercial computer software product. This definition recognizes that even small changes to software code can result in significant changes to software system behavior and quality, and, consequently, that it is necessary for developers to define and follow disciplined and appropriate processes.

REFERENCE:
1. ASN (RD&A) Memorandum of 17 November 2006; Subject: Software Process Improvement Initiative Contract Language
2. IEEE/EIA Std. 12207-1997
3. Local Policy

LAN LOCATION: SPAWAR CLAIMANCY CLAUSEBOOK/SECTION M PROVISIONS



SSP COMMERCIAL CLAUSE BOOK

Version 2.0

18 September 2009

COLOR KEY:
Mandatory - Include in all commercial acquisitions
Optional clauses – delete those not used
Instructions for use – delete

CONTRACT CLAUSES, COMMERCIAL, SIMPLIFIED ACQUISITION (OPEN PURCHASE)

1. This contract or order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. 52.252-2, Clauses Incorporated by Reference (FEB 1998). Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address www.arnet.gov/far/

CLAUSE NUMBER	CLAUSE TITLE	CLAUSE DATE
52.212-1	Instructions to Offerors -- Commercial Items	(JUN 2008)
52.212-4	Contract Terms and Conditions--Commercial Items	(MAR 2009)
52.227.11	Patent Rights -- Ownership by the Contractor	(DEC 2007)

For competitive actions include

52.215-20	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data, Alternate IV*	(OCT 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data -- Modifications, Alternate IV*	(OCT 1997)

*Contracting officer inserts the information and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.

For contracts that include options, include the following:

52.217-4	Evaluation of Options Exercised at Time of Contract Award	(JUN 1988)
52.217-5	Evaluation of Options	(JUL 1990)

For Supplies, the Contracting Officer may include:

52.217-6	Option for Increased Quantity "_____" is inserted in the blank.	(MAR 1989)
52.217-7	Option for Increased Quantity -- Separately Priced Line Item "_____" is inserted in the blank.	(MAR 1989)

For Services, the Contracting Officer may include:

52.217-8	Option to Extend Services	(NOV 1999)
52.217-9	Option to Extend the Term of the Contract "_____" is inserted in the first blank; "_____" is inserted in the second blank.	(MAR 2000)
52.222-54	Employment Eligibility Verification*	(JAN 2009)

*Use when obtaining commercial or noncommercial services **except** for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item);

52.237-3	Continuity of Services	(JAN 1991)

The following clauses are incorporated into this contract or order and are included in full text:

For competitive acquisitions include:

52.212-2	Evaluation – Commercial Items	(JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

_____

_____

_____

[Contracting Officer shall insert the significant evaluation factors, such as

(i) technical capability of the item offered to meet the Government requirement;

(ii) price;

(iii) past performance (see FAR 15.304);

(iv) small disadvantaged business participation; and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.]

Technical and past performance, when combined, are _____ when compared to price. **Fill In required. Contracting Officer shall state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price. Insert "significantly more important", "significantly less important", or "approximately equal"]**

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Clause)

52.212-3 Offeror Representations and Certifications – Commercial Items. (AUG 2009)

Offeror Representations and Certifications -- Commercial Items (Aug 2009)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically at http://orca.bpn.gov . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

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

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov .After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it [_] is, [_] is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [_] is, [_] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [_] is, [_] is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [_] is, [_] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [_] is, [_] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it [_] is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

_____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it [_] is, [_] is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	$1 million or less
51-100	$1,000,001-$2 million
101-250	$2,000,001-$3.5 million
251-500	$3,500,001-$5 million

501-750	$5,000,001-$10 million
751-1,000	$10,000,001-$17 million
Over 1,000	Over $17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It [_] is, [_] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [_] has, [_] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, 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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [_] is, [_] not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture*: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [_] has, [_] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [_] has, [_] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It [_] has developed and has on file, [_] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [_] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and 'United States' are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan,

Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[*List as necessary*]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[*List as necessary*]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

_____

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act'':

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[*List as necessary*]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [_] Are, [_] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [_] Have, [_] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [_] Are, [_] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [_] Have, [_] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appear rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[_] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[_] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [_] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [_] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [_] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [_] does [_] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [_] Certain services as described in FAR 22.1003-4(d)(1). The offeror [_] does [_] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

[_] TIN:_____.

[_] TIN has been applied for.

[_] TIN is not required because:

[_] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[_] Offeror is an agency or instrumentality of a foreign government;

[_] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[_] Sole proprietorship;

[_] Partnership;

[_] Corporate entity (not tax-exempt);

[_] Corporate entity (tax-exempt);

[_] Government entity (Federal, State, or local);

[_] Foreign government;

[_] International organization per 26 CFR 1.6049-4;

[_] Other _____.

(5) Common parent.

[_] Offeror is not owned or controlled by a common parent:

[_] Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of Clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. (SEP 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402). **Not Applicable to Simplified Acquisitions.**

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Mar 2009) (Section 1553 of

Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

___ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (7) [Reserved]

___ (8) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (9) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (11) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

___ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

___ (14) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

___ (19) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

___ (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).

___ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

___ (22) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

___ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

___ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

___ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) **Not Applicable to Simplified Acquisitions.**

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) **Not Applicable to Simplified Acquisitions.**

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (30) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

___ (31) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).

___ (32) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (38) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (41) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (43) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008)(31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction

of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

For definite-quantity contracts include the following clauses may be included:

52.212-5 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from _____ through _____ *[insert dates]*.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

52.212-5 Order Limitations (SEP 2009)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than _____ *[insert dollar figure or quantity]*, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of _____ *[insert dollar figure or quantity]*;

(2) Any order for a combination of items in excess of _____ *[insert dollar figure or quantity]*; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within _____ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.212-5 Definite Quantity (SEP 2009)

(a) This is a definite-quantity, indefinite-delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule.

(b) The Government shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.

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

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

(End of Clause)

Defense FAR Supplement

Include with FAR clauses listed above in all open market solicitations. Use only these clauses when ordering from a Federal Supply Schedule or another agency's contract

2. This contract or order incorporates one or more Defense FAR Supplement clauses by reference, with the same force and effect as if they were given in full text. 52.252-2, Clauses Incorporated by Reference (FEB 1998). Upon request, the Contracting Officer will make their full text available. Also, the full text of a FAR clause may be accessed electronically at this address: www.arnet.gov/far/, and a full copy of a DFARS clause at: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html.

CLAUSE NUMBER	CLAUSE TITLE	CLAUSE DATE
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	(JAN 2009)
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	(JUN 2005)
252.211-7006	Radio Frequency Identification	(FEB 2007)
252.232-7009	Mandatory Payment by Government wide Commercial Purchase Card (Micro purchase only)	(DEC 2006)
252.232-7010	Levies on Contract Payments	(DEC 2006)

For acquisitions involving repairable or consumable parts identified as critical safety items:

252.246-7003	Notification of Potential Safety Issues	(JAN 2007)

The following clauses are incorporated into this contract or order and is included in full text:

252.211-7003 Item Identification and Valuation (AUG 2008)

(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 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 unique item 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 non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data

Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"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.

"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) All delivered items for which the Government's unit acquisition cost is $5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than $5,000:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

_____

_____

_____

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ____.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

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

(i) The encoded data elements (except issuing agency code) of the unique item identifier are 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.

(4) *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; 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 the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code—

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

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

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, 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, either as part of, or associated with, 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.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, 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 in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) *Subcontracts.* If the Contractor acquires by subcontract, any item(s) for which unique item 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).

(End of clause)

252.212-7000 Offeror Representations and Certifications--Commercial Items (JUN 2005)

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

1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it—

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

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Clause)

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (JUL 2009)
(Above SAP Only)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

____ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ____ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ____ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ____ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ____ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ____ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) ____ 252.225-7021, Trade Agreements (JUL 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22)____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23) (i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(24) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in

subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)