

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING <b>DO-C9</b>		PAGE OF PAGES <b>1 149</b>			
2. CONTRACT NO.			3. SOLICITATION NO. <b>N6833522R0096</b>		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED <b>25 Jul 2022</b>		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVAL AIR WARFARE CENTER AD (LKE) PROCUREMENT DIVISION, BLDG 120, PEO(A) SE ACQUISITION SUPPORT BRANCH JOINT BASE MDL NJ 08733  TEL: FAX:			CODE <b>N68335</b>		8. ADDRESS OFFER TO  <b>See Item 7</b>			(If other than Item 7)		CODE	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <b>04:00 PM</b> local time <b>22 Aug 2022</b> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME <b>DUANE M. HINES</b>			B. TELEPHONE (Include area code) (NO COLLECT CALLS) <b>240-577-9089</b>			C. E-MAIL ADDRESS <b>duane.m.hines.civ@us.navy.mil</b>			
<b>11. TABLE OF CONTENTS</b>											
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X	A	SOLICITATION/ CONTRACT FORM			1 - 3	X	I	CONTRACT CLAUSES			
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			4 - 59	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>					
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT			60 - 62	X	J	LIST OF ATTACHMENTS			
X	D	PACKAGING AND MARKING			63 - 69	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>					
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<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE			18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT			21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY			CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

## Section A - Solicitation/Contract Form

**ADDITIONAL INFORMATION****Government Point of Contact:**

Contract Specialist

Duane Hines

[duane.m.hines.civ@us.navy.mil](mailto:duane.m.hines.civ@us.navy.mil)

Phone: 732-323-4831

Government Cell: 240-577-9089

This solicitation is 100% Small Business Set Aside. The solicitation package is intended to competitively procure the manufacture, assembly, inspection, and delivery of ten (10) distinct types of Peculiar (PSE) and Common (CSE) Support Equipment for the V-22 Aircraft.

It is anticipated that this solicitation will result in a single award, five (5) year, Fixed Price (FP), Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. The resultant contract will be a rated order certified for national defense use, and you will be required to follow all provisions of the Defense Priorities and Allocations System regulation (15 CFR 700) (FAR 52.211-15).

The IDIQ minimum quantity, sixty-seven (67) items, of support equipment identified in Clause 5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES will be placed on Delivery Order (DO) 0001 concurrent with award of the IDIQ contract.

**IMPORTANT INFORMATION:** Registration in the Department of Defense (DoD) System for Award Management (SAM) database will be a prerequisite for receiving an award. For more information on the SAM database, refer to the SAM website at <https://www.sam.gov/portal/public/SAM>.

**Proposal validity shall be for 180 days.**

**RELEASE OF TECHNICAL DATA PACKAGE INFORMATION:** Drawing Packages, associated with the solicitation, will NOT be posted with the Request For Proposal and must be obtained through this office. This program includes information that is only releasable to current and approved Department of Defense (DoD) contractors. In addition, the program requires a procurement effort in certain critical technologies/data that are not releasable to foreign firms. Some documents are under Federal export control for “sensitive” or “controlled” technologies regulated by the U.S. Department of State International Traffic in Arms Regulations (ITAR) protecting national security. Data may not be exported without an approval, authorization, or license under E.O. 12470 or the Arms Export Control Act. Disclosure of the control drawings requires the verification of a current license for the oral, visual or documentary disclosure of technical data by U.S. persons to foreign persons as defined under the U.S. Department website: <http://pmdtc.org/licenses.htm>.

Drawing Packages are export controlled. Contractors interested in receiving the necessary technical data for proposal purposes, must submit a valid, current DD Form 2345 Military Critical Technical Data Agreement to this office. The DD Form 2345 must be on file with the United States/Canada Joint Certification Office. For more information please visit <https://public.logisticsinformationservice.dla.mil/PublicHome/jcp/default.aspx>.

Interested Firms shall submit a written request for a copy of the Technical Data Package through Mr. Duane Hines at: [duane.m.hines.civ@us.navy.mil](mailto:duane.m.hines.civ@us.navy.mil) and Ms. Theresa Mason at [theresa.a.mason15.civ@us.navy.mil](mailto:theresa.a.mason15.civ@us.navy.mil). To obtain a copy of Drawing Packages, the written request must be submitted to this office and must include the name of your company, mailing address, phone number, email address, current CAGE number and a copy of current DD Form 2345.

**Ordering year time periods are defined as the following:**

ORDERING YEAR	CLINS	START DATE	END DATE
1	1001-1034	Contract Award	365 Days After Contract Award
2	2001-2026	366 Days After Contract Award	731 Days After Contract Award

<b>3</b>	<b>3001-3026</b>	<b>732 Days After Contract Award</b>	<b>1097 Days After Contract Award</b>
<b>4</b>	<b>4001-4026</b>	<b>1098 Days After Contract Award</b>	<b>1463 Days After Contract Award</b>
<b>5</b>	<b>5001-5026</b>	<b>1464 Days After Contract Award</b>	<b>1829 Days After Contract Award</b>

## Section B - Supplies or Services and Prices

ADDITIONAL INFORMATIONIDIQ QUANTITY CONTRACTS

The maximum quantities identified herein for each CLIN represent the Government's best estimate of the maximum quantities of anticipated order(s) during that specific period ordering period. The CLIN quantity maximums do not impose absolute quantity limits for each ordering period. The maximum quantities for each items of support equipment are not defined on an annual ordering period basis, but rather are defined by the sum of quantities across the five (5) year IDIQ contract.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	1553 DBNT INTERFACE CABLE SET FFP YEAR 1 PRICING: SERD 3718; P/N 3998AS100-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$	14	Each		
NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 3998AS100-1 PSC CD: 4920					

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	1553 DBNT INTERFACE CABLE SET FFP YEAR 1 PRICING: SERD 3718; P/N 3998AS100-1; FMS Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 3998AS100-1 PSC CD: 4920	4	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	BLADE DEICE DISTRIBUTOR, AWTS TPS FFP YEAR 1 PRICING: SERD 4053; P/N 4055AS7510-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 4055AS7510-1 PSC CD: 4920	10	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	BLADE DEICE DISTRIBUTOR, AWTS TPS FFP YEAR 1 PRICING: SERD 4053; P/N 4055AS7510-1; FMS Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 4055AS7510-1 PSC CD: 4920	2	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1005

12

Each

CABLE SET, ICE PROTECTION

FFP

YEAR 1 PRICING: SERD 3978; P/N 3449AS520-2; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 3449AS520-2

PSC CD: 4920

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1006

3

Each

CABLE SET, ICE PROTECTION

FFP

YEAR 1 PRICING: SERD 3978; P/N 3449AS520-2; FMS Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 3449AS520-2

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1007

9

Each

WIRING INTEGRATED ASSY 50, AWTS TPS

FFP

YEAR 1 PRICING: SERD 4177; P/N 4055AS2700-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4055AS2700-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1008

2

Each

WIRING INTEGRATED ASSY 50, AWTS TPS

FFP

YEAR 1 PRICING: SERD 4177; P/N 4055AS2700-1; FMS Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 3449AS520-2

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009	WIRING INTEGRATION ASSEMBLY (WIA) 56 FFP YEAR 1 PRICING: SERD 4194; P/N 4055AS2800-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 4055AS2800-1 PSC CD: 4920	14	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010	WIRING INTEGRATION ASSEMBLY (WIA) 56 FFP YEAR 1 PRICING: SERD 4194; P/N 4055AS2800-1; FMS Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 4055AS2800-1 PSC CD: 4920	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011	INTERFACE ADAPTER CABLE SET, BLOS DBNT FFP YEAR 1 PRICING: SERD 4241; P/N 4026AS870; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 4026AS870 PSC CD: 4920	15	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012	WIRING INTERFACE ASSY 57, AWTS TPS FFP YEAR 1 PRICING: SERD 4159; P/N 4055AS2900-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 4055AS2900-1 PSC CD: 4920	9	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013	WIRING INTERFACE ASSY 57, AWTS TPS FFP YEAR 1 PRICING: SERD 4159; P/N 4055AS2900-1; FMS Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 4055AS2900-1 PSC CD: 4920	2	Each		

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014	1553 SUPPLEMENTAL INTERFACE CABLE FFP YEAR 1 PRICING: SERD 3999; P/N 4104AS0100-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 4104AS0100-1 PSC CD: 4920	11	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1015	WIRE INTEGRATION ASSEMBLY, 76-79 AWTS FFP YEAR 1 PRICING: SERD 4234; P/N 4055AS4700-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 4055AS4700-1 PSC CD: 4920	3	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1016	MIPC/NIPCU FAULT DATA DOWNLOAD CABLE SET FFP YEAR 1 PRICING: SERD 3982; P/N 201415865-10; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 201415865-10 PSC CD: 4920	12	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1017	TECHNICAL DATA DELIVERABLES FFP YEAR 1 Techncial Data IAW Exhibits A, B, and C: CDRLs A001, A002 and A003. This CLIN is Not Spearately Priced. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) PSC CD: 4920	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	1553 DBNT INTERFACE CABLE SET FFP YEAR 2 PRICING: SERD 3718; P/N 3998AS100-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 3998AS100-1 PSC CD: 4920	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	BLADE DEICE DISTRIBUTOR, AWTS TPS FFP YEAR 2 PRICING: SERD 4053; P/N 4055AS7510-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 4055AS7510-1 PSC CD: 4920	3	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	CABLE SET, ICE PROTECTION FFP YEAR 2 PRICING: SERD 3978; P/N 3449AS520-2; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 3449AS520-2 PSC CD: 4920	3	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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2004

1

Each

WIRING INTEGRATED ASSY 50, AWTS TPS

FFP

YEAR 2 PRICING: SERD 4177; P/N 4055AS2700-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4055AS2700-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005	WIRING INTEGRATION ASSEMBLY (WIA) 56 FFP YEAR 2 PRICING: SERD 4194; P/N 4055AS2800-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 4055AS2800-1 PSC CD: 4920	2	Each		

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006	INTERFACE ADAPTER CABLE SET, BLOS DBNT FFP YEAR 2 PRICING: SERD 4241; P/N 4026AS870; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 4026AS870 PSC CD: 4920	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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2007

2

Each

WIRING INTERFACE ASSY 57, AWTS TPS

FFP

YEAR 2 PRICING: SERD 4159; P/N 4055AS2900-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4055AS2900-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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2008	1553 SUPPLEMENTAL INTERFACE CABLE	2	Each		
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FFP

YEAR 2 PRICING: SERD 3999; P/N 4104AS0100-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4104AS0100-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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2009

2

Each

WIRE INTEGRATION ASSEMBLY, 76-79 AWTS

FFP

YEAR 2 PRICING: SERD 4234; P/N 4055AS4700-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4055AS4700-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010	MIPC/NIPCU FAULT DATA DOWNLOAD CABLE SET FFP YEAR 2 PRICING: SERD 3982; P/N 201415865-10; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 201415865-10 PSC CD: 4920	1	Each		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011	TECHNICAL DATA DELIVERABLES FFP YEAR 2 Technical Data IAW Exhibits A, B, and C: CDRLs A001, A002 and A003. This CLIN is Not Separately Priced. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) PSC CD: 4920	1	Each		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	1553 DBNT INTERFACE CABLE SET FFP YEAR 3 PRICING: SERD 3718; P/N 3998AS100-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 3998AS100-1 PSC CD: 4920	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3002

3

Each

BLADE DEICE DISTRIBUTOR, AWTS TPS

FFP

YEAR 3 PRICING: SERD 4053; P/N 4055AS7510-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4055AS7510-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3003

3

Each

CABLE SET, ICE PROTECTION

FFP

YEAR 3 PRICING: SERD 3978; P/N 3449AS520-2; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 3449AS520-2

PSC CD: 4920

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3004

1

Each

WIRING INTEGRATED ASSY 50, AWTS TPS

FFP

YEAR 3 PRICING: SERD 4177; P/N 4055AS2700-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4055AS2700-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005	WIRING INTEGRATION ASSEMBLY (WIA) 56 FFP YEAR 3 PRICING: SERD 4194; P/N 4055AS2800-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 4055AS2800-1 PSC CD: 4920	2	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006	INTERFACE ADAPTER CABLE SET, BLOS DBNT FFP YEAR 3 PRICING: SERD 4241; P/N 4026AS870; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 4026AS870 PSC CD: 4920	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3007

2

Each

WIRING INTERFACE ASSY 57, AWTS TPS

FFP

YEAR 3 PRICING: SERD 4159; P/N 4055AS2900-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4055AS2900-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3008

2

Each

1553 SUPPLEMENTAL INTERFACE CABLE

FFP

YEAR 3 PRICING: SERD 3999; P/N 4104AS0100-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4104AS0100-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3009

2

Each

WIRE INTEGRATION ASSEMBLY, 76-79 AWTS

FFP

YEAR 3 PRICING: SERD 4234; P/N 4055AS4700-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4055AS4700-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010	MIPC/NIPCU FAULT DATA DOWNLOAD CABLE SET FFP YEAR 3 PRICING: SERD 3982; P/N 201415865-10; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 201415865-10 PSC CD: 4920	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011	TECHNICAL DATA DELIVERABLES FFP YEAR 3 Technical Data IAW Exhibits A, B, and C: CDRLs A001, A002 and A003. This CLIN is Not Separately Priced. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) PSC CD: 4920	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	1553 DBNT INTERFACE CABLE SET FFP YEAR 4 PRICING: SERD 3718; P/N 3998AS100-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 3998AS100-1 PSC CD: 4920	1	Each		

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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4002	BLADE DEICE DISTRIBUTOR, AWTS TPS	3	Each		
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FFP

YEAR 4 PRICING: SERD 4053; P/N 4055AS7510-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4055AS7510-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	CABLE SET, ICE PROTECTION FFP YEAR 4 PRICING: SERD 3978; P/N 3449AS520-2; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 3449AS520-2 PSC CD: 4920	3	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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4004

1

Each

WIRING INTEGRATED ASSY 50, AWTS TPS

FFP

YEAR 4 PRICING: SERD 4177; P/N 4055AS2700-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4055AS2700-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005	WIRING INTEGRATION ASSEMBLY (WIA) 56 FFP YEAR 4 PRICING: SERD 4194; P/N 4055AS2800-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 4055AS2800-1 PSC CD: 4920	2	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006	INTERFACE ADAPTER CABLE SET, BLOS DBNT FFP YEAR 4 PRICING: SERD 4241; P/N 4026AS870; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 4026AS870 PSC CD: 4920	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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4007

2

Each

WIRING INTERFACE ASSY 57, AWTS TPS

FFP

YEAR 4 PRICING: SERD 4159; P/N 4055AS2900-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4055AS2900-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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4008

2

Each

1553 SUPPLEMENTAL INTERFACE CABLE

FFP

YEAR 4 PRICING: SERD 3999; P/N 4104AS0100-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4104AS0100-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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4009

2

Each

WIRE INTEGRATION ASSEMBLY, 76-79 AWTS

FFP

YEAR 4 PRICING: SERD 4234; P/N 4055AS4700-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4055AS4700-1

PSC CD: 4920

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010	MIPC/NIPCU FAULT DATA DOWNLOAD CABLE SET FFP YEAR 4 PRICING: SERD 3982; P/N 201415865-10; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 201415865-10 PSC CD: 4920	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011	TECHNICAL DATA DELIVERABLES FFP YEAR 4 Techncial Data IAW Exhibits A, B, and C: CDRLs A001, A002 and A003. This CLIN is Not Spearately Priced. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) PSC CD: 4920	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001	1553 DBNT INTERFACE CABLE SET FFP YEAR 5 PRICING: SERD 3718; P/N 3998AS100-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 3998AS100-1 PSC CD: 4920	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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5002

3

Each

BLADE DEICE DISTRIBUTOR, AWTS TPS

FFP

YEAR 5 PRICING: SERD 4053; P/N 4055AS7510-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4055AS7510-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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5003

3

Each

CABLE SET, ICE PROTECTION

FFP

YEAR 5 PRICING: SERD 3978; P/N 3449AS520-2; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 3449AS520-2

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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5004

1

Each

WIRING INTEGRATED ASSY 50, AWTS TPS

FFP

YEAR 5 PRICING: SERD 4177; P/N 4055AS2700-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4055AS2700-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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5005

2

Each

WIRING INTEGRATION ASSEMBLY (WIA) 56

FFP

YEAR 5 PRICING: SERD 4194; P/N 4055AS2800-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4055AS2800-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006	INTERFACE ADAPTER CABLE SET, BLOS DBNT FFP YEAR 5 PRICING: SERD 4241; P/N 4026AS870; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 4026AS870 PSC CD: 4920	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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5007

2

Each

WIRING INTERFACE ASSY 57, AWTS TPS

FFP

YEAR 5 PRICING: SERD 4159; P/N 4055AS2900-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4055AS2900-1

PSC CD: 4920

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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5008	1553 SUPPLEMENTAL INTERFACE CABLE	2	Each		
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FFP

YEAR 5 PRICING: SERD 3999; P/N 4104AS0100-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4104AS0100-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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5009

2

Each

WIRE INTEGRATION ASSEMBLY, 76-79 AWTS

FFP

YEAR 5 PRICING: SERD 4234; P/N 4055AS4700-1; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award.

QTY / PRICE

1-5 / \$

6-10 / \$

11+ / \$

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

MFR PART NR: 4055AS4700-1

PSC CD: 4920

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010	MIPC/NIPCU FAULT DATA DOWNLOAD CABLE SET FFP YEAR 5 PRICING: SERD 3982; P/N 201415865-10; Domestic Units-IAW the Statement of Work. Orders for this line item may be placed at any time at the discretion of the Government between date of contract award and one (1) year from date of contract award. QTY / PRICE 1-5 / \$ 6-10 / \$ 11+ / \$  NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) MFR PART NR: 201415865-10 PSC CD: 4920	1	Each		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011	TECHNICAL DATA DELIVERABLES FFP YEAR 5 Technical Data IAW Exhibits A, B, and C: CDRLs A001, A002 and A003. This CLIN is Not Separately Priced. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) PSC CD: 4920	1	Each		

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 NET AMT

## Section C - Descriptions and Specifications

STATEMENT OF WORK

**STATEMENT OF WORK  
FOR CABLES  
FOR THE V-22 AIRCRAFT**

**1.0 SCOPE**

This Statement of Work (SOW) covers the requirement for the manufacture, assembly, inspection, and delivery of various cables for the V-22 Aircraft identified in paragraph 2.0 Applicable Documents, below. Technical data items shall be on an as required basis and consist of Engineering Change Proposals, Request for Deviations, and Request for Waivers.

**2.0 APPLICABLE DOCUMENTS**

Drawing Package for:

SERD	P/N	NOMENCLATURE	NIIN
3718	3998AS100-1	1553 DBNT Interface Cable Set	01-599-1274
4053	4055AS7510-1	Blade Deice Distributor, AWTS TPS	01-673-1920
3978	3449AS520-2	Cable Set, Ice Protection	01-642-5610
4177	4055AS2700-1	Wiring Integration Assy 50, AWTS TPS	01-686-8567
4194	4055AS2800-1	Wiring Integrated Assembly (WIA) 56	01-686-8411
4241	4026AS870	Interface Adapter Cable Set, BLOS DBNT	LL-W76-A554
4159	4055AS2900-1	Wiring Interface Assy 57, AWTS TPS	01-676-6737
3999	4104AS0100-1	1553 Supplemental Interface Cable Set	01-643-5233
4234	4055AS4700-1	Wire Integration Assembly, 76-79 AWTS TPS	01-684-1279
3982	201415865-10	MIPC/NIPCU Fault Data Download Cable Set	01-655-9629

**3.0 REQUIREMENTS****3.1 General**

The contractor shall manufacture, assemble, inspect/test as required in accordance with the drawings, and deliver various quantities of eleven (11) items of SE in accordance with Government furnished drawing packages as listed below:

Drawing Part Number	Nomenclature
3998AS100	1553 DBNT Interface Cable Set
4055AS7510	Blade Deice Distributor, AWTS TPS
3449AS520-2	Cable Set, Ice Protection
201415865	MIPC/NIPCU Fault Data Download Cable Set
4055AS2700	Wiring Integrated Assy 50, AWTS TPS
4055AS2800	Wiring Integration Assembly (WIA) 56
4026AS870	Interface Adapter Cable Set, BLOS DBNT
4055AS2900	Wiring Interface Assy 57, AWTS TPS
4104AS0100	1553 Supplemental Interface Cable Set
4055AS4700-1	Wire Integration Assembly, 76-79 AWTS TPS

### 3.2 Production Deliveries Inspection

The contractor shall notify the NAVAIR Technical Point of Contact (TPOC) a minimum of thirty (30) days prior to planned DCMA inspection/acceptance the opportunity to inspect, at the discretion of the NAVAIR TPOC, a quantity of one (1) of each item identified in Section B from every production delivery order to ensure continued compliance with the drawings and requirements of the contract.

### 3.3 Data Deliverables

All deliverable data items shall be provided in accordance with this SOW Contract Data Requirements List (CDRL), Exhibit A, Form DD1423, A001 through A003.

#### 3.3.1 Engineering Change Proposals (ECP), Deviations, and Waivers

When identified, the contractor shall submit to the government for approval recommendations for Engineering Change Proposals (ECPs), CDRL A001, Request for Deviations, CDRL A002, and Request for Waivers, CDRL A003. The contractor is advised to consult MIL-HDBK-61 Configuration Management when contemplating submitting one of these configuration change requests. These change requests shall be prepared and submitted to the government IAW CDRLs.

### 3.4 Quality Assurance Program

The Contractor shall maintain a quality system that ensures that each piece of SE is manufactured in accordance with ISO 9001.

### 3.5 Item Unique Identification (IUID) Marking of US Military Property

In accordance with DFARS Clause 252.211-7003 Item Identification and valuation, the contractor is required to mark and register all end items and their components meeting the requirements called out in MIL-STD-130N. These include components for which the Government's unit acquisition cost is \$5,000 or greater, or any component, subassembly or embedded part that is serially managed, mission essential or a controlled inventory item.

#### 3.5.1 Construct and Method

Details on creating the UID and the marking method are contained in MIL-STD-130N. The UID may be either UID Construct #1 or Construct #2 with Construct #2 being the preferred method.

#### 3.5.2 UID Location and Marking

The locations and marking methods selected should bear no impact on the performance of the part and minimal configuration change(s) to the part. The UID (including 2D Matrix) should be incorporated onto the data plate, in accordance with drawing 3909AS9999 Rev B. If the 2D matrix can't be incorporated onto the data plate, a 2D matrix sticker can be applied onto the main data plate provided it can be done without covering any critical data. When the 2D Data Matrix is placed directly onto the data plate, the Part Number, Serial Number and CAGE human readable characters are not required. If the above cannot be accomplished, a separate data plate can be attached which contains the 2D Matrix plus the human readable characters for the Part Number, Serial Number and CAGE. This added data plate should be attached in close proximity to the main data plate.

#### 3.5.3 Permanency and Legibility

The UID marking and identification plates, tags, or labels when used on equipment, parts, assemblies, subassemblies, units, sets, or groups shall be permanent during the normal life expectancy of the item and be capable of withstanding

the environmental test and cleaning procedures specified for the item. Legibility shall be as required for ready readability as per MIL-STD-130N.

#### 3.5.4 UID Registration

The prime contractor has the responsibility to furnish Item Unique Identification (IUID) data to the IUID registry. Data submission of IUID data and acquisition cost should be via Wide Area Work Flow (WAWF), IUID XML file, IUID flat file or web entry. Additional information regarding data submission as well as the actual marking can be found at <<http://www.acq.osd.mil/dpap/IUID/>>.

#### 3.5.5 Records

The contractor shall maintain an accurate, current list of UIDs for all manufactured items on this contract and supply to the government upon request. The list shall include P/N, Serial #, CAGE, UID Location, Construct used, how it was marked and the registration method used.

### 3.6 Packaging, Handling, Storage and Transportation

#### Packaging Requirements

The contractor shall preserve and pack each item in accordance with ASTM D3951-18 (excluding paragraphs 4.2-4.3) and require same by vendors and subcontractors (for materiel being shipped to the government). The use of loose fill materials, asbestos, excelsior, newspaper and shredded paper (all types) is prohibited. In addition, all Wood Packaging Materials (WPM) shall be heat treated or chemically treated in accordance with the requirements of the International Standards for Phytosanitary Measures (ISPM) 15:2009, "Regulation of Wood Packaging Material in International Trade."

#### Marking

Marking shall be in accordance with MIL-STD-129R. Additionally, special marking labels (fragile, delicate, etc.) shall be applied to all unit, intermediate and shipping containers as an integral part of the total pack. The contractor shall select the appropriate special marking label (s) as additional means to protect the items during packaging, handling, storage, transit, and removal from the pack.

#### Transportation

Transportability issues shall be identified and addressed to ensure all shipments can be transported with unrestricted movement via over-the-road transport. Transportability problem items shall be identified in accordance with MIL-STD-1366E criteria. Requirements for shipment of DOD materiel shall meet, as a minimum, the requirements of the following rules and regulations, as applicable to the mode of transportation in the Defense Transportation Regulation, DTR DOD 4500.9-R, Part II, Uniform Freight Classification Rules, National Motor Freight Classification Rules, and American Trucker's Association Rules.

## Section D - Packaging and Marking

ADDITIONAL INFORMATION

Packaging shall be marked with the following:

- Part Number
- Nomenclature
- Serial Number
- Government contract or purchase order number
- Contractor's name and address
- National Stock number

## CLAUSES INCORPORATED BY FULL TEXT

## 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2022)

(a) Definitions. As used in this clause-

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

Concatenated unique item identifier means--

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

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

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

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

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/cc/ds/unique-id.html>.

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

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

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

Government's unit acquisition cost means--

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

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

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

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

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

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

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

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

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

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

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

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

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



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

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at

<https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

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

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

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

Contract line, subline, or exhibit line item No.	Item description
.....	

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

Contract line, subline, or exhibit line item No.	Item description
.....	

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

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

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

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

- (1) Unique item identifier.
  - (2) Unique item identifier type.
  - (3) Issuing agency code (if concatenated unique item identifier is used).
  - (4) Enterprise identifier (if concatenated unique item identifier is used).
  - (5) Original part number (if there is serialization within the original part number).
  - (6) Lot or batch number (if there is serialization within the lot or batch number).
  - (7) Current part number (optional and only if not the same as the original part number).
  - (8) Current part number effective date (optional and only if current part number is used).
  - (9) Serial number (if concatenated unique item identifier is used).
  - (10) Government's unit acquisition cost.
  - (11) Unit of measure.
  - (12) Type designation of the item as specified in the contract schedule, if any.
  - (13) Whether the item is an item of Special Tooling or Special Test Equipment.
  - (14) Whether the item is covered by a warranty.
- (e) For embedded subassemblies, components, and parts that require DoD 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 as follows:

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

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

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

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

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

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

(End of clause)

#### **5252.247-9508 PROHIBITION AND LIMITATIONS FOR PACKAGING MATERIALS (NAVAIR) (AUG 2019)**

The use of loose fill materials, asbestos, excelsior, newspaper and shredded paper (all types) are prohibited. In addition, all Wood Packaging Materials (WPM) shall be heat treated or chemically treated in accordance with the requirements of the International Standards for Phytosanitary Measures (ISPM) 15:2009, "Regulation of Wood Packaging Material in International Trade."

#### **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 and other applicable DoD regulations. 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.

**5252.247-9514 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 5220.22M.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
1001	Destination	Government	Destination	Government
1002	Origin	Government	Origin	Government
1003	Destination	Government	Destination	Government
1004	Origin	Government	Origin	Government
1005	Destination	Government	Destination	Government
1006	Origin	Government	Origin	Government
1007	Destination	Government	Destination	Government
1008	Origin	Government	Origin	Government
1009	Destination	Government	Destination	Government
1010	Origin	Government	Origin	Government
1011	Destination	Government	Destination	Government
1012	Destination	Government	Destination	Government
1013	Origin	Government	Origin	Government
1014	Destination	Government	Destination	Government
1015	Destination	Government	Destination	Government
1016	Destination	Government	Destination	Government
1017	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government
2011	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
3009	Destination	Government	Destination	Government
3010	Destination	Government	Destination	Government
3011	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government

4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
4011	Destination	Government	Destination	Government
5001	Destination	Government	Destination	Government
5002	Destination	Government	Destination	Government
5003	Destination	Government	Destination	Government
5004	Destination	Government	Destination	Government
5005	Destination	Government	Destination	Government
5006	Destination	Government	Destination	Government
5007	Destination	Government	Destination	Government
5008	Destination	Government	Destination	Government
5009	Destination	Government	Destination	Government
5010	Destination	Government	Destination	Government
5011	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

## Section F - Deliveries or Performance

IDIQ DELIVERY INFORMATIONIDIQ DELIVERY INFORMATION

## REQUIRED DELIVERY

DELIVERY OF ALL DOMESTIC AND FOREIGN MILITARY SALES OF PSE ORDERED HEREUNDER IS REQUIRED THREE (3) MONTHS FROM THE AWARD DATE OF EACH DELIVERY ORDER.

**ALL DOMESTIC PSE ORDERED HEREUNDER SHALL BE SHIPPED TO THE FOLLOWING ADDRESS:**

MV  
DODAAC: SW310N  
DLA DISTRIBUTION SUSQUEHANNA PA  
MECHANICSBURG RECEIVING WEST  
5450 CARLISLE PIKE BLDG 402  
MECHANICSBURG PA 17050-0789  
MARK FOR: MV-22 "RIC" 5V2, POC: Mark Wesley, 732-323-1843

CMV  
DODAAC: SW310N  
DLA DISTRIBUTION SUSQUEHANNA PA  
MECHANICSBURG RECEIVING WEST  
5450 CARLISLE PIKE BLDG 402  
MECHANICSBURG PA 17050-0789  
MARK FOR: MV-22 "RIC" 5M2, POC: Sam Holland, 410-610-3678

**ALL FOREIGN MILITARY SALES PSE ORDERED HEREUNDER SHALL BE SHIPPED TO THE FOLLOWING ADDRESS:**

FMS  
JAPAN V22 – RIC 777 – ZACH GUNTHRIE  
DETACHMENT, GULFPORT, MS (RIC 777)  
511 NORTH BROWN AVENUE, BLDG 437  
GULFPORT, MS 39501-5000  
205-296-2407

**THE EXACT ADDRESS WILL BE IDENTIFIED IN EACH DELIVERY ORDER (DO). DATA ITEMS DELIVERIES SHALL BE IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED ON THE DD FORM 1423.**

**AT TIME OF IDIQ AWARD AND ISSUANCE OF FOLLOW-ON DELIVERY ORDERS A SPECIFIC POINT OF CONTACT WILL BE PROVIDED TO GIVE ADVANCE NOTICE SHIPMENT HAS OCCURRED.**

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
------	---------------	----------	-----------------	------------------



1001	3 mths. ADC	14	DLA DISTRIBUTION SUSQUEHANNA PA SW310N MV, RIC 5V2 MARK WESLEY MECHANICSBURG RECEIVING WEST 5450 CARLISLE PIKE BLDG 402 MECHANICSBURG PA 17050-0789 732-323-1843 FOB: Origin (Shipping Point)
1002	3 mths. ADC	4	DLA DISTRIBUTION AT GULFPORT BJA00Q ZACH GUTHRY ATTN: JAPAN V-22 PROGRAM RECEIVING OFFICER 511 NORTH BROWN AVE BLDG 437 GULFPORT MS 39501 205-296-2407 FOB: Origin (Shipping Point)
1003	3 mths. ADC	10	DLA DISTRIBUTION SUSQUEHANNA PA SW310N MV, RIC 5V2 MARK WESLEY MECHANICSBURG RECEIVING WEST 5450 CARLISLE PIKE BLDG 402 MECHANICSBURG PA 17050-0789 732-323-1843 FOB: Origin (Shipping Point)
1004	3 mths. ADC	2	DLA DISTRIBUTION AT GULFPORT BJA00Q ZACH GUTHRY ATTN: JAPAN V-22 PROGRAM RECEIVING OFFICER 511 NORTH BROWN AVE BLDG 437 GULFPORT MS 39501 205-296-2407 FOB: Origin (Shipping Point)
1005	3 mths. ADC	12	DLA DISTRIBUTION SUSQUEHANNA PA SW310N MV, RIC 5V2 MARK WESLEY MECHANICSBURG RECEIVING WEST 5450 CARLISLE PIKE BLDG 402 MECHANICSBURG PA 17050-0789 732-323-1843 FOB: Origin (Shipping Point)
1006	3 mths. ADC	3	DLA DISTRIBUTION AT GULFPORT BJA00Q ZACH GUTHRY ATTN: JAPAN V-22 PROGRAM RECEIVING OFFICER 511 NORTH BROWN AVE BLDG 437 GULFPORT MS 39501 205-296-2407 FOB: Origin (Shipping Point)

1007	3 mths. ADC	9	DLA DISTRIBUTION SUSQUEHANNA PA SW310N MV, RIC 5V2 MARK WESLEY MECHANICSBURG RECEIVING WEST 5450 CARLISLE PIKE BLDG 402 MECHANICSBURG PA 17050-0789 732-323-1843 FOB: Origin (Shipping Point)	
1008	3 mths. ADC	2	DLA DISTRIBUTION AT GULFPORT ZACH GUTHRY ATTN: JAPAN V-22 PROGRAM RECEIVING OFFICER 511 NORTH BROWN AVE BLDG 437 GULFPORT MS 39501 205-296-2407 FOB: Origin (Shipping Point)	BJA00Q
1009	3 mths. ADC	14	DLA DISTRIBUTION SUSQUEHANNA PA SW310N MV, RIC 5V2 MARK WESLEY MECHANICSBURG RECEIVING WEST 5450 CARLISLE PIKE BLDG 402 MECHANICSBURG PA 17050-0789 732-323-1843 FOB: Origin (Shipping Point)	
1010	3 mths. ADC	1	DLA DISTRIBUTION AT GULFPORT ZACH GUTHRY ATTN: JAPAN V-22 PROGRAM RECEIVING OFFICER 511 NORTH BROWN AVE BLDG 437 GULFPORT MS 39501 205-296-2407 FOB: Origin (Shipping Point)	BJA00Q
1011	3 mths. ADC	15	DLA DISTRIBUTION SUSQUEHANNA PA SW310N MV, RIC 5V2 MARK WESLEY MECHANICSBURG RECEIVING WEST 5450 CARLISLE PIKE BLDG 402 MECHANICSBURG PA 17050-0789 732-323-1843 FOB: Origin (Shipping Point)	
1012	3 mths. ADC	9	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
1013	3 mths. ADC	2	DLA DISTRIBUTION AT GULFPORT ZACH GUTHRY ATTN: JAPAN V-22 PROGRAM RECEIVING OFFICER 511 NORTH BROWN AVE BLDG 437 GULFPORT MS 39501 205-296-2407 FOB: Origin (Shipping Point)	BJA00Q

1014	3 mths. ADC	11	DLA DISTRIBUTION SUSQUEHANNA PA SW310N MV, RIC 5V2 MARK WESLEY MECHANICSBURG RECEIVING WEST 5450 CARLISLE PIKE BLDG 402 MECHANICSBURG PA 17050-0789 732-323-1843 FOB: Origin (Shipping Point)
1015	3 mths. ADC	3	(SAME AS PREVIOUS LOCATION) SW310N FOB: Origin (Shipping Point)
1016	3 mths. ADC	12	(SAME AS PREVIOUS LOCATION) SW310N FOB: Origin (Shipping Point)
1017	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) SW310N FOB: Origin (Shipping Point)
2001	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) SW310N FOB: Origin (Shipping Point)
2002	3 mths. ADC	3	(SAME AS PREVIOUS LOCATION) SW310N FOB: Origin (Shipping Point)
2003	3 mths. ADC	3	(SAME AS PREVIOUS LOCATION) SW310N FOB: Origin (Shipping Point)
2004	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) SW310N FOB: Origin (Shipping Point)
2005	3 mths. ADC	2	(SAME AS PREVIOUS LOCATION) SW310N FOB: Origin (Shipping Point)
2006	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) SW310N FOB: Origin (Shipping Point)
2007	3 mths. ADC	2	(SAME AS PREVIOUS LOCATION) SW310N FOB: Origin (Shipping Point)
2008	3 mths. ADC	2	(SAME AS PREVIOUS LOCATION) SW310N FOB: Origin (Shipping Point)
2009	3 mths. ADC	2	(SAME AS PREVIOUS LOCATION) SW310N FOB: Origin (Shipping Point)
2010	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) SW310N FOB: Origin (Shipping Point)
2011	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) SW310N FOB: Origin (Shipping Point)
3001	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) SW310N FOB: Origin (Shipping Point)
3002	3 mths. ADC	3	(SAME AS PREVIOUS LOCATION) SW310N FOB: Origin (Shipping Point)

3003	3 mths. ADC	3	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
3004	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
3005	3 mths. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
3006	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
3007	3 mths. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
3008	3 mths. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
3009	3 mths. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
3010	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
3011	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
4001	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
4002	3 mths. ADC	3	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
4003	3 mths. ADC	3	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
4004	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
4005	3 mths. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
4006	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
4007	3 mths. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
4008	3 mths. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
4009	3 mths. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N

4010	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
4011	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
5001	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
5002	3 mths. ADC	3	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
5003	3 mths. ADC	3	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
5004	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
5005	3 mths. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
5006	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
5007	3 mths. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
5008	3 mths. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
5009	3 mths. ADC	2	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
5010	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N
5011	3 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	SW310N

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999

## CLAUSES INCORPORATED BY FULL TEXT

**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 67; the maximum quantity is 195.

SERD	P/N	NOMENCLATURE	MIN QTY	MAX QTY
3718	3998AS100-1	1553 DBNT Interface Cable Set	16	22
4053	4055AS7510-1	Blade Deice Distributor, AWTS TPS	2	24
3978	3449AS520-2	Cable Set, Ice Protection	2	27
4177	4055AS2700-1	Wiring Integration Assy 50, AWTS TPS	8	15
4194	4055AS2800-1	Wiring Integrated Assembly (WIA) 56	8	23
4241	4026AS870	Interface Adapter Cable Set, BLOS DBNT	1	19
4159	4055AS2900-1	Wiring Interface Assy 57, AWTS TPS	8	19
3999	4104AS0100-1	1553 Supplemental Interface Cable Set	8	19
4234	4055AS4700-1	Wire Integration Assembly, 76-79 AWTS TPS	3	11
3982	201415865-10	MIPC/NIPCU Fault Data Download Cable Set	11	16
<b>Totals</b>			<b>67</b>	<b>195</b>

#### 5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(NOV 2017)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
N/A	N/A

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
N/A	N/A

(c) Inquiries regarding payment should be referred to: MyInvoice through the Wide Area Workflow eBusiness Suite: <https://wawf.eb.mil>.

#### 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 A001-A003, 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: TBD

**GTXT.201-9500 TECHNICAL POINT OF CONTACT (TPOC)(NAVAIR)(APR 2022)**

- (a) The Technical Point of Contact (TPOC) for this contract is: [TBD]
- (b) This individual is not a Contracting Officer nor a Contracting Officer's Representative (COR)/Task Order COR (TOCOR) and has no authority to make changes, verbally or otherwise, to the existing contract or order. Further, no authority has been delegated to this individual by the Procuring Contracting Officer (PCO).
- (c) The contractor may use this TPOC for technical questions related to the existing contract or order. Also, as a representative of the requiring activity, the TPOC may perform or assist in such areas as: base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), clarification of technical requirements, and statement of work inquires.
- (d) The contractor shall immediately notify the PCO in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.232-7003      Electronic Submission of Payment Requests and Receiving      DEC 2018  
                          Reports

## CLAUSES INCORPORATED BY FULL TEXT

## 252.204-7022 EXPEDITING CONTRACT CLOSEOUT (MAY 2021)

(a) At the conclusion of all applicable closeout requirements of Federal Acquisition Regulation 4.804, the Government and Contractor shall mutually agree on the residual dollar amount remaining on the contract. Both the Government and Contractor agree to waive payment of any residual dollar amount of \$1,000 or less to which either party may be entitled at the time of contract closeout.

(b) A residual dollar amount includes all money owed to either party at the end of the contract and as a result of the contract, excluding amounts connected in any way with taxation or a violation of law or regulation.

(c) For purposes of determining residual dollar amounts, offsets (e.g., across multiple contracts or orders) may be considered only to the extent permitted by law.

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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



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

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

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

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

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

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

(ii) For fixed price line items—

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

### **Combo**

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

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

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

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD
Issue By DoDAAC	N68335
Admin DoDAAC**	TBD
Inspect By DoDAAC	FOR ORIGIN CLINS- TBD FOR DESTINATION CLINS-N68335
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	N68335
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	N68335

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

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

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

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

(g) WAWF point of contact.

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

TBD

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

**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.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	NOV 2021
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2022
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984

52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022
52.246-23	Limitation Of Liability	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.225-7001	Buy American And Balance Of Payments Program-- Basic	MAR 2022
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7012	Preference For Certain Domestic Commodities	MAR 2022
252.225-7013	Duty-Free Entry--Basic	MAR 2022
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
252.225-7021	Trade Agreements--Basic	MAR 2022
252.225-7036	Buy American--Free Trade Agreements--Balance of Payments Program--Basic	MAR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
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
252.227-7037	Validation of Restrictive Markings on Technical Data	APR 2022
252.232-7002	Progress Payments For Foreign Military Sales Acquisitions	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

252.244-7000 Subcontracts for Commercial Items  
 252.247-7023 Transportation of Supplies by Sea

JAN 2021  
 FEB 2019

## CLAUSES INCORPORATED BY FULL TEXT

### 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

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

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

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

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

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

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

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

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

(b) Prohibition.

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

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

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

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

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or

the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

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

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

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

#### 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management Management via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or



(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

#### **52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)**

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

#### **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 ONE, 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 the max qty identified in clause 5252.216- 9506;

(2) Any order for a combination of items in excess of 67; or

(3) A series of orders from the same ordering office within 0 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 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.

**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                     \*                    .

\* To be completed at contract award

**52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)**

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

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

Small business concern--

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

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

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code assigned to contract number .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

#### 52.232-16 PROGRESS PAYMENTS (NOV 2021)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) 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) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of 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 below-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 (d) (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, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress 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.

(e) 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. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of

total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations 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.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;



- (iv) Are in conformance with the requirements of FAR 32.504(e); and
- (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
  - (A) The Contractor defaults; or
  - (B) The subcontractor becomes bankrupt or insolvent.
- (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--
  - (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
  - (ii) Are in conformance with the requirements of FAR 32.504(f); and
  - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
    - (A) The Contractor defaults; or
    - (B) The subcontractor becomes bankrupt or insolvent.
- (5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments--
  - (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;
  - (ii) Are in conformance with the requirements of FAR 32.504(g); and
  - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
    - (A) The Contractor defaults; or
    - (B) The subcontractor becomes bankrupt or insolvent.
- (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
- (7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.
- (8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.
- (9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing

payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30<sup>th</sup> (Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

#### 52.232-16 PROGRESS PAYMENTS (NOV 2021) ALTERNATE III (JUN 2020)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following

conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) 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) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of 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 below-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 (d) (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, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress 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.

(e) 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. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations 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.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30<sup>th</sup> (Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(n) The provisions of this clause will not be applicable to individual orders at or below the simplified acquisition threshold, as defined in FAR 2.101 on the date of individual order award.

(End of clause)

#### 52.248-1 VALUE ENGINEERING (JUN 2020)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.



"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

#### **CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee;	(1) 50	(1) 50	(1) 25	25

excludes other fixed-price incentive contracts)				
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

\* The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

\* Same sharing arrangement as the contract's profit or fee adjustment formula.

\* The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with section 48.104-4 of the Federal Acquisition Regulation (FAR), the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract-valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and may

include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

#### 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 address: <https://www.acquisition.gov/browse/index/far>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(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)

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

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

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

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

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

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

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

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

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Cyber incident reporting requirement.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

(m) Subcontracts. The Contractor shall--

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

(2) Require subcontractors to--

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

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

(End of clause)

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 documents, 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 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 to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting 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 items, 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)

#### 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 clause)

#### 252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2014)

If the Contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidations rate (excepting paragraph (k), Limitations on Unfinalized Contract Actions) to 90 percent.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRL A001		31-MAY-2022
Exhibit B	CDRL A002		31-MAY-2022
Exhibit C	CDRL A003		31-MAY-2022
Attachment 1	Past Performance Contract Data		16-JUN-2022
Attachment 2	Past Performance Questionnaire		16-JUN-2022
Attachment 3	CABLE COMBO DRAWING PACKAGE		14-JUL-2022

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-8	Annual Representations and Certifications	JAN 2022
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-20 Predecessor of Offeror (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_.

(Do not use a “doing business as” name).

(End of provision)

#### 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [ \_\_\_\_ ] will, [ \_\_\_\_ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

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

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

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

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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



- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).
- (End of provision)

**52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub.L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not 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 an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an 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; and

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

**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2021)**

(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 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--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

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

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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.

(b)(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 that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) 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 (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] 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 (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(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 (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(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 (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] 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 (c)(6) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] 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 (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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(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.

(d) Notice. 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—

(1) Be punished by imposition of 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 Act.

(End of provision)

## 52.225-18 PLACE OF MANUFACTURE (AUG 2018)

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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)

#### 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

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

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

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

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

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

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

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

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

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

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

\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

\_\_\_\_ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

\_\_\_\_ (vii) 252.232-7015, Performance-Based Payments--Representation.

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

FAR/DFARS provision No.	Title	Date	Change

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

(End of provision)

#### 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

##### (a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>.

##### (c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and

submit a Basic Assessment to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.



- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
  - (v) Date and level of the assessment, i.e., medium or high.
  - (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
  - (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.
- (3) Accessibility.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

## 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 documents, 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 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 to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting 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 items, 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)

## Section L - Instructions, Conditions and Notices to Bidders

### CONTENT OF PROPOSALS

#### **PART A GENERAL INSTRUCTIONS**

##### **1.0 GENERAL**

Offerors are required to submit sufficient information concerning all evaluation factors to enable Government personnel to fully assess the capabilities of the Offeror to perform all requirements. The proposal must be sufficient in detail and scope to enable evaluation and provide the evaluators a clear understanding of the Offeror's approach, expertise, and capability as required by the solicitation. Proposals must demonstrate that the Offeror understands the requirements and associated risks and is able, willing, and competent to devote the resources necessary to meet all requirements. The Offeror shall not alter or rearrange the solicitation. The burden of proof for all substantiation within the proposal rests with the Offeror. Offerors are advised that the Government may incorporate any part of the Offeror's proposal into the final contract, with or without discussions. Price information, (e.g., dollar values and/or hourly rates) shall appear only in Volume 3 of the proposal. Alternate proposals 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 Government to evaluate its proposal without discussions. Unsubstantiated statements that the prospective Offeror understands, can or will comply with the specifications, or paraphrasing the requirements or parts thereof are considered inadequate and may render a rating of unacceptable.

The Offeror shall include any data necessary to illustrate the adequacy of the various assumptions, approaches, and solutions to problems. There is no need to repeat information in more than one volume. The detailed information must be included in the most logical place and summarized and referenced in other areas if an overlap exists. Do not provide elaborate brochures or other presentation material beyond that sufficient to present a complete and effective proposal.

Throughout these instructions, "Offeror" is defined as the prime contractor with its CAGE code identified in Block 15A on Standard Form (SF) 33, Solicitation, Offer, and Award. A "Joint Venture" (JV) is a partnership or teaming arrangement that is formed for the purpose of responding to this solicitation when the prime contractor consists of more than one legal entity. "JV Team Members" are the entities that make up a Joint Venture. The term "entity" is used to mean any or all of the following: prime contractor, JV, JV team members, any subcontractor, and corporate parent, division, subsidiary, or affiliate (e.g., any contractor with a different CAGE Code/DUNS than the Offeror). The following entities are defined as principal entities and only principal entities will be used in the past performance evaluations: (a) the prime contractor; (b) JV Team Members; and (c) other entities that are proposed to perform at least 15.00% of the proposed total cost/price for the contract; and (d) entities that are proposed to perform a critical function, whether technical or financial, in the performance of the resulting contract. Offerors are advised that in order to demonstrate work commitment, each principal entity must be identified in Volume 3, Cost/Price and associated with a commensurate dollar value.

##### **2.0 PROPOSAL FORMAT**

Proposals should 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 and tables 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. Graphic resolution, including such data as tables or charts, should be consistent with the purpose of the data

presented. Text utilized in charts, figures, and graphics should also be no smaller than a 10 pt font and may use a font type selected by the Offeror.

## **2.1 Electronic Submission of Proposal**

This section is intended to provide information to the Offeror on the electronic format and application software to be used for submitting proposals. Use of the software and procedures described in this section will reduce the amount of time and effort needed to receive and install proposals onto the electronic evaluation system, and will ensure that the proposals received are suitable for reading electronically.

### **2.1.1 Electronic Proposal Media**

The Offeror should submit all volumes of its proposal electronically via email, compatible with the operating system and applications defined in Section 2.1.2 (Operating System and Applications).

### **2.1.2 Operating System and Applications**

The proposals will be accessed utilizing the Microsoft Windows 10 Operating System. Proposal information shall be submitted using the following applications: Microsoft Word 2016, Microsoft Excel 2016, Microsoft PowerPoint 2016; however letters and other signed documents shall be provided as a fully searchable Portable Document Format (.pdf) file. Use of other application software for submission of proposals is prohibited except where specific instructions for non-.pdf or Office 2016 applications are provided.

### **2.1.3 Hyperlinks**

Offerors may use hyperlinks within and among proposal volumes. However, there shall be no links from volumes that do not contain cost/price information to volumes that do contain cost/price information.

### **2.1.4 Virus Free Electronic Submission**

Offerors are responsible for ensuring that its electronic proposal is virus free. The Offeror shall certify, in its proposal cover letter, that all electronic proposal information delivered throughout the evaluation (e.g., original proposal submission, responses to evaluation notices, Final Proposal Revisions) has been or will be checked for viruses and certify that its files are/will be virus free. The Offeror should specify the software, version, and virus definition used/that will be used to check the data.

### **2.1.5 Multimedia**

The Offeror should not embed sound or video (e.g., MPEG) files within the proposal submission.

### **2.1.6 Graphics**

Large files require greater computer system resources and are discouraged. The Offeror is encouraged to:

- a. Simplify the color palette used in creating figures and minimize the use of color print or graphics to the maximum extent possible;
- b. Minimize size of graphics files; and
- c. Avoid scanned images.

### **2.1.7 File Naming Conventions**

Valid extensions for files using their associated applications are listed below in Table G-1 (file Extensions):

**Table G-1 File Extensions**

Type of Application/Files	Valid Extensions
Portable Document Files	.pdf
Microsoft Word documents	.docx
Microsoft Excel documents	.xlsx
Microsoft Power Point	.pptx

The Offeror shall follow the basic structure of the file naming convention in Table G-2 (Offeror Electronic File Naming Convention) for electronic file submissions (e.g., proposal volumes, attachments, appendices), where "#" represents the sequential numbering of files. Offeror's shall keep the file name as short as possible (i.e., under 40 characters) so that the files are accessible on Government share drives. Files with longer names may become corrupt or inaccessible.

The Offeror should provide one electronic file for each volume or annex, containing all information requested within the volume or annex. Offerors should not provide each section/paragraph as separate files.

**Table G-2 Offeror Electronic File Naming Convention**

Volume Number	Title	File naming convention
1	<b>Technical</b>	Vol 1 Tech#.docx
	Technical Cross Reference Matrix	Vol 1 Tech CRM.xlsx
2	<b>Past Performance</b>	Vol 2 PP#.docx
	Table PP-1 Past Performance Contract Data	Vol 2 PP-1 PP Con Data.xlsx
	Release of Adverse Past Performance Authorization Letters; and/or Past Performance Point of Contact Information	Rel Ad PP Ltr#.pdf; and/or PP POC Info#.docx
3	<b>Cost/Price</b>	Vol 3 Cost-Price#.docx

### 3.0 PROPOSAL CONTENT AND VOLUMES

The Offeror must present proposal information in a manner that facilitates a one-to-one comparison between the information presented and Section L proposal instructions. Proposal information must be structured such that its Volume/paragraph number matches the Proposal Instructions Volume/paragraph number provided in section "Part B Specific Instructions" to which it is responding, although the Offeror may add lower tier subparagraphs.

Each volume of the proposal shall be submitted as one electronic copy as specified in the table below. The table below supersedes the copies requested in Block 9 of the Standard Form (SF) 33. All volumes of the proposal shall be delivered to the email address provided in Section 4.0 prior to the closing date/time stated in this solicitation. Recommended page counts for each volume, if any, are also specified in Table G-3 (Proposal Structure). The title and table of contents pages, as well as tables, are not included in the suggested page count. Pages exceeding the recommended page count will not be evaluated beginning with the first page beyond the recommended page count.

Information submitted as an Annex to a particular proposal volume could include manuals, specifications, plans, procedures, and company policies, as well as other information requested in "Part B Specific Instructions" and do not count towards the suggested page count. Additionally, the individual subcontracting reports for the past performance volume are not included in the suggested page count.

**Table G-3 Proposal Structure**

Volume Number	Volume Title	Page Limit	Copies Required
1	TECHNICAL	30	1 Electronic
2	PAST PERFORMANCE	10	1 Electronic
3	COST/ PRICE	No page limit	1 Electronic

Each volume shall contain the following information:

- a. Cover and title page
- b. Title of proposal and proposal number as applicable
- c. Offeror's name, address and POC
- d. RFP number N6833522R0096
- e. Proposal volume/book number
- f. Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements) Table G-4 lists the attachments provided to the Offeror within Section L.

Table G-4 lists the attachments provided to the Offeror within Section L.

**Table G-4 Section L List of Attachments**

Section L Attachment Number	Electronic File Title	Attachment Name
L-1	Vol 2 –PP Contract Data	Past Performance Contract Data
L-2	Vol 2- PPQ	Past Performance Questionnaire

#### 4.0 PROPOSAL SUBMISSION:

All volumes of the proposal shall be submitted electronically through the Solicitation Module of the Procurement Integrated Enterprise Environment (PIEE) at <https://piee.eb.mil>. No other submissions, such as mail, hand-carried, or other electronic system (e.g., DOD SAFE) are authorized by the solicitation unless specifically authorized by the Contracting Officer pursuant to paragraph 4.1 below. For instructions on how to post an offer, please refer to the Posting Offer demo: [https://pieetraining.eb.mil/wbt/sol/Posting\\_Offer.pdf](https://pieetraining.eb.mil/wbt/sol/Posting_Offer.pdf).

It is the Offeror's responsibility to follow the registration instructions found on the PIEE website. It is advised that all potential prime Offerors and their subcontractors ensure the proper company points of contact are registered in the site based on their CAGE codes and have the proper roles assigned well in advance of the solicitation closing date. Subcontractors are only required to register in PIEE if they want to submit their proprietary proposal information separate from the prime offer. Documents submitted by the subcontractor directly to the Government must have the prime contractor's name, CAGE, and RFP number on the first page of the document.

It is also the Offeror's responsibility to confirm receipt of proposals and all electronic communications. Screen shots of the submission should also be taken to validate a submission was accepted in the PIEE system against this solicitation. The Government is not obligated to search for incorrectly submitted proposals in PIEE.

The submission date for all Volumes shall be no later than the date and time specified in Block 9 of the SF 33 of the RFP.

4.1 If there is an unanticipated PIEE System outage within 24 hours of the proposal due date and the outage has interrupted normal Government processes so that proposals cannot be received by the exact time specified in the solicitation, the Contractor shall immediately notify the Contracting Officer. This notification shall occur prior to

the proposal submission deadline and shall be made in writing. The notification may be in conjunction with verbal notification, but verbal notification alone shall not be sufficient. The Offeror shall obtain written approval from the Contracting Officer to submit the proposal via an alternate method as shown in paragraph 4.2 or the Contracting Officer may advise the Offeror that the Government will follow the procedures set forth in FAR 15.208(d) for amending the solicitation closing date.

4.2 The following alternate methods may be utilized when authorized by the Contracting Officer in accordance with paragraph 4.1.

4.2.1 Contractor Proposals Submitted by Carrier: The Offeror shall submit electronic CD-ROM proposals via United States Postal Service or through a commercial carrier with next day delivery using the address provided below.

*Naval Air Warfare Center Aircraft Division Lakehurst*  
*Code: BL52000*  
*PCO: Michelle Prinston*  
*Contract Specialist: Duane Hines*  
*Building 120 Route 547, Joint Base MDL 08733-5000*  
*Solicitation Number: N6833522R0096*

Regardless of which alternate method is used, the Offeror shall package the CD-ROMs in the most efficient manner possible grouping like volumes to the maximum extent possible. Each Volume shall be on a separate CDROM. The package shall include all proposal volumes including the digitally signed document(s) submitted as part of the Cost/Price Volume. The package shall include a packing slip detailing the contents to include the volume number, title, and copy number. Also, the package shall be stamped or marked "Controlled Unclassified Information" and "Source Selection Information – See FAR 2.101 and 3.104."

Search database for solicitation number N6833522R0096

## **PART B SPECIFIC INSTRUCTIONS**

**Note: All proposals shall remain valid for a period of 180 days from the time of solicitation closing.**

The proposal shall include information/documentation in sufficient detail to clearly identify the offeror's overall qualifications to accomplish the scope of the work of the contract. **The proposal shall be subdivided into three separate volumes. Cost or pricing information shall only appear in the Price/Cost volume. Each volume shall be written to match the following format:**

- I. Technical
  - Technical Approach Including Schedule
  - Corporate Experience
- II. Past Performance
  - Recency
  - Relevancy (including context of data)
  - Quality
- III. Cost/ Price

### **1.0 VOLUME 1: TECHNICAL**

**Note: This volume shall not contain any reference to cost or price aspects of the offer. Inclusion of any cost or price aspects of the offer will render the volume unacceptable.**

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 1 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 Offeror's Proposal Volume I – Technical. Example: Refer to appropriate page number in Offeror's written proposal	
Volume 1 Technical				
Volume 1 Technical				

Throughout the Technical Volume the Offeror should identify any proposed capability, approach or feature that meets the requirement. Specifically, explain the benefits to the Government in technical terms and the degree of impact it will have to performance, operations and/or risk.

The Offeror shall address the following in the proposal:

The Offeror shall provide a complete schedule illustrating the proposed approach to completing the work described in the Organizational & Intermediate O&I Level Cable Combo Acquisition Statement of Work (SOW) (Section C of this solicitation) and drawings (Attachment 3). The Offeror shall include all subcontracted work and show all processes in order to ensure it demonstrates an understanding of how it will produce the requirements within the required delivery schedule.

More specifically, the Offeror shall discuss:

1. How it intends to meet the technical specifications set forth in the drawings.
2. Corporate Experience – The contractor shall provide evidence of their corporate and their teaming partner/subcontractors' corporate experience relevant to those tasks required by the SOW by submitting a corporate experience matrix (contractor's format is acceptable), and by providing a narrative for each contract listed in the matrix. The narrative should summarize experience gained in each task area of the SOW and address the direct relevancy to the SOW task areas. Clearly identify the company whose experience is referenced. Do not reiterate the work statement task descriptions as that is ineffective in supporting your claim of having gained experience in a given task area. You may also provide information on problems encountered on the identified contracts and the corrective actions taken. If you are a multi-function firm, include only experience for work



completed by the segment of the firm (division, group, unit, etc.), which would perform under the prospective task order.

Address the following for the Corporate Experience element:

Describe your firm's knowledge and experience with NAVAIR Standard Items.

Describe your firm's knowledge and experience with items similar in complexity and scope to the requirements of this solicitation.

Describe your firm's knowledge and experience with ISO 9000 or ANSI/Q9001/Q9003 or equivalent.

Describe any other knowledge and experience that you feel is relevant to the scope of work required by this Contract.

## 2.0 VOLUME 2: PAST PERFORMANCE

**Note: This volume shall not contain any reference to cost or price aspects of the offer. Inclusion of any cost or price aspects of the offer will render the volume unacceptable.**

### 2.1 General

The Offeror 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., 4) managing the contracted effort, i.e., program management, e.g., cooperation with customer, 5) regulatory compliance, and 6) the demonstrated systemic improvement actions taken to resolve past problems. The Offeror should submit examples which highlight their performance in these areas.

For this volume, the Offeror shall identify all relevant contracts (where for the purpose of these instructions the term contract also refers to delivery order or task order), or those portions of a relevant contract, whose performance is within five years of the proposal due date for the principal entities. The Government will use the following aspects to determine relevancy for this evaluation: similarity between the support effort, complexity, scope, contract type, or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance. Commercial contracts may be included. Offerors shall also identify relevant contracts within the past five years that had any show-cause notices, cure notices, or termination for default and provide an explanation of how any issues were resolved. For contract references that contain delivery/task orders, additionally provide the work description(s) for each specific delivery/task order deemed relevant by the Offeror to this solicitation's requirements. For contract references where the Offeror performed as a subcontractor, the Offeror shall clearly identify the applicable portion of the contract requirements that they performed.

The Offeror shall complete the Past Performance Information Form, Attachment L-1, for each past performance reference (contract or delivery/task order) performed within five years of the solicitation release date. For this particular requirement, the offeror is to include examples of the manufacture of all items of similar complexity (as identified in the RFP).

Contract Performance Assessment Reporting System (CPARS) and Questionnaires will be the primary customer feedback data used to evaluate the Offeror's past performance. For all contracts identified that do not have a CPARS, the Offeror shall forward a copy of Attachment L-2, Past Performance Questionnaire to that contract's Procuring Contracting Office (PCO), Administrative Contracting Officer (ACO), and Program Manager (PM); or

commercial contractor equivalents. Please forward all questionnaires within two weeks from this solicitation's release date to allow adequate time for the recipient to respond. Note that the Offeror should not reference this solicitation's number when distributing the past performance questionnaires to customers. The Offeror should include instructions for the customers to send completed questionnaires within two weeks of its receipt via e-mail to the PCO/Contract Specialist, identified in 4.1 (Proposal Submission). The Offeror shall ensure that all points of contact are current and include an email address and phone number. The Offeror shall not conduct follow-up actions with regard to this questionnaire, other than to confirm receipt by the recipient. The Government may contact customers identified by the Offeror to obtain follow-up Past Performance Information as needed.

## 2.2 Authorization Letter(s)

The Offeror should submit a signed "Release of Adverse Past Performance Authorization Letter(s)" with written consent from each principal entity (including JV team members), authorizing the release of adverse past performance information to the Prime. The signed letter(s) should be included in a separate tab within Volume 2 (Past Performance). This authorization letter allows the Government to coordinate past performance issue(s) with the Prime Offeror. For any principal entity (including JV team members) that does not provide an authorization letter with such written consent, the Offeror shall provide point of contact information for each principal entity. This contact information shall include a name, address, phone number, and email address (including JV team members), with whom the Government may coordinate any issues and obtain responses as needed. Offerors are advised that if it does not submit the Release of Adverse Past Performance Authorization Letters with written consent, then the Government will address any past performance issues directly with the principal entity (including JV team members), and the Offeror will forfeit the opportunity to participate in any related discussions.

## 3.0 VOLUME 3: COST/ PRICE PROPOSAL

### 3.1 Volume Content:

(a) This Volume shall contain the Contract Compliance information specified below as follows:

- f. Signed SF33 or SF1449 for basic solicitation and acknowledgment of each amendment, including completion of any RFP clause or provision that requires a fill-in or response.
- ii. Signed Representations, Certifications, and Acknowledgements and/or System for Award Management (SAM).
- iii. **Guarantee the length of proposal validity 180 days after proposal submission.**

(b) This Volume shall also contain a copy of Section B with the Contract Line Item (CLIN) Unit Prices and, for evaluation purposes, the Total Prices filled in using the estimated quantities value in the solicitation and the instructions below. Section B prices shall be provided separately in one digital data copy in MS Office 2016 Excel format. Within 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.

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

(d) Any contractor testing performed should be included within unit pricing as the SOW does not specifically call for First Article Testing.

**(e) Based on the quantity sensitivity related to the pricing of the PSE, all Offerors shall provide Step Ladder Pricing for Domestic and FMS CLINs in the following increments: 1-5; 6-10; 11+**

### Ground Rules and Assumptions:

(a) As this is a competitive acquisition with adequate price competition anticipated, certified cost or pricing data in accordance with FAR 15.403-1 is not required. However, in the event that adequate price competition does not exist after receipt of proposals, the Government reserves the right to request additional cost or pricing data as necessary from both the Offeror and subcontractors. Further, the Offeror may be required to provide a Certificate of Current Cost or Pricing Data prior to award, pursuant to FAR 15.406-2. Offeror shall acknowledge the requirement to provide additional cost or pricing information and certify the data prior to award if/when requested by the PCO. By submitting a proposal, the Offeror grants the PCO, or an authorized representative, the right to examine records that form the basis of the pricing proposal. This examination and review can take place at any time before the award.

(b) The burden of proof for cost and price credibility rests with the Offeror. The Offeror shall provide 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.

#### CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	OCT 2020

#### CLAUSES INCORPORATED BY FULL TEXT

##### **52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (APR 2008)**

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] 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.]

##### **52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 2021)**

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

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

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

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

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

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

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

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

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

- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
  - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (iv) A summary of the rationale for award.
  - (v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
  - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

**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 \* Cindy Scheper Email: [cindy.a.scheper.civ@us.navy.mil](mailto:cindy.a.scheper.civ@us.navy.mil)

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

**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):

<https://www.acquisition.gov/far/> or <http://www.farsite.hill.af.mil/>.

**5252.227-9508 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (APR 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.



## Section M - Evaluation Factors for Award

### EVALUATION FACTORS

#### **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 using the lowest price technically acceptable method. "Best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit(s) in response to the requirement. The Offeror is advised that the Offeror proposing the lowest price and meeting the acceptability standards specified in the solicitation for non-price factors will be selected for award.

The proposal must demonstrate to the Government’s satisfaction that the Offeror will provide a program that will ensure the successful accomplishment of the solicitation requirements and overall program objectives.

Proposal information provided for one factor may be used to assess other factors if the Government deems it appropriate.

##### **2.0 EVALUATION PROCESS**

The Government intends to evaluate each proposal and award a contract without discussions. Therefore, Offerors are cautioned that their initial offer should contain the Offeror’s best terms from a technical, past performance and price 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. When 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. The Government may use information other than that provided by the Offeror in its evaluation, including past performance information and the results of questionnaires or site surveys.

Non-compliance with the terms, conditions, or requirements set forth in the solicitation will be considered a deficiency, as defined in FAR 15.001. 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. Additionally, any approach that relies on Government resources or operations (e.g., Government Furnished Property, Government Furnished Equipment, Government personnel/actions, Government Concept of Operation changes, etc.) in order to comply with a requirement, unless otherwise allowed, may be considered a deficiency. A proposal assessed with a deficiency or receives an Unacceptable rating will make the offer ineligible for award.

##### **3.0 EVALUATION FACTORS FOR AWARD**

Proposals shall be evaluated using the factors, which are listed below.

- A. Technical
- B. Past Performance
- C. Cost/ Price

For the Technical factor, a Technical Rating will be assigned. If the proposed approach does not meet the minimum performance or capability requirements it will result in the entire proposal being found unacceptable and ineligible for award based on initial proposals. The Technical Rating is an assessment of compliance with the solicitation requirements. For this solicitation there is no benefit to the Government of exceeding a requirement or by providing merit that enhances performance or operations. Therefore, no strengths will be assigned and only the Technical Rating definitions of Acceptable and Unacceptable will be used to relate the results of the evaluation. Offerors are advised that during the evaluation process, a technical factor with an “Unacceptable” Technical Rating will result in the entire proposal being found unacceptable and eliminated from the competition. A technical proposal must be found to be satisfactory in all areas to be considered technically acceptable and eligible for award.

For the Past Performance factor, a past performance rating of Acceptable or Unacceptable will be assigned. The past performance rating will address the probability that the Offeror will successfully accomplish the contract requirements based on the Offeror's relevant past performance. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "Acceptable." 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.

## **Part B: SPECIFIC INFORMATION**

### **1.0 TECHNICAL**

The Government will evaluate the Offeror's proposal to determine if the Offeror's proposal meets the minimum requirements specified under Technical in Section L of the solicitation.

Volume 1 Technical will be rated as follows: For the Technical factor, a Rating of Acceptable or Unacceptable will be assigned.

### **TECHNICAL EVALUATION RATINGS**

Offerors are advised that during the evaluation process, a factor with an "Unacceptable" Rating will result in the entire proposal being found unacceptable and eliminated from the competition.

<b>Technical Acceptable/Unacceptable Ratings</b>	
<b>Rating</b>	<b>Description</b>
Acceptable	The proposal meets the minimum requirements of the solicitation.
Unacceptable	The proposal does not meet the minimum requirements of the solicitation.

### **2.0 PAST PERFORMANCE**

There are three aspects to the past performance evaluation: recency, relevancy, and quality. The first aspect of the past performance is to evaluate the recency of the Offeror's past performance being evaluated. Past performance will be considered recent if the contract/order has been performed within five years of the solicitation release date. Past Performance that is not recent will not be considered in the evaluation.

The second aspect of the past performance evaluation is to evaluate how relevant the Past Performance being evaluated is to the requirements of this solicitation. The Government will use the following aspects to determine relevancy for this evaluation: similarity between the support effort, complexity, scope, contract type, or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

The third aspect of the past performance evaluation is to evaluate the overall quality of the Offeror's recent, relevant, past performance. The Government will evaluate the Offeror, principal subcontractors, and JV team members' performance and focus its evaluation on the following areas:

1. Meeting technical requirements, i.e., the quality of technical performance;
2. Meeting schedule requirements, e.g., on time or late delivery;

3. Controlling contract cost;
4. Managing the contracted effort;
5. Regulatory compliance, and
6. The demonstrated systemic improvement actions taken to resolve past problems.

A separate quality rating will not be assigned, rather the past Performance Confidence Assessment rating is based on the Offeror's overall record of past performance taking into account the recency, relevancy, and quality of performance.

## 2.1 EVALUATION RATINGS DEFINITIONS AND ASSESSMENT DEFINITIONS

Past Performance Ratings: The Government will employ the Past Performance Acceptable/Unacceptable Rating Method described in the table below. In the case of an Offeror without a record of recent relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown or neutral past performance. In the context of acceptable/unacceptable, a neutral rating shall be considered "acceptable."

Past Performance Ratings	
Rating	Description
Acceptable	Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort or the Offeror's performance record is unknown.
Unacceptable	Based on the Offeror's performance record, the Government has no reasonable expectation that the Offeror will be able to successfully perform the required effort.

For the Past Performance factor, the Performance Confidence Assessment rating assignments reflect the Government's confidence that the Offeror will successfully perform the solicitation's requirements based on the Offeror's recent, relevant past performance and systemic improvement.

## 3.0 COST/PRICE

The Government will evaluate the Offeror's Price Volume for its proposed total price; price reasonableness; whether the total price and CLIN prices are within the anticipated budget; whether the Offeror's proposed CLIN prices are balanced; and whether the Offeror completed the information requested in Section L.

Price Reasonableness: The techniques outlined in FAR 15.404-1(b)(2) will be utilized to ensure price reasonableness. Adequate price competition is expected. If, after receipt of a proposal, the Procuring Contracting Officer determines that adequate price competition does not exist and a determination is made that none of the exceptions in FAR § 15.403-1(b) apply, the Offeror may be requested to provide certified cost and pricing data in accordance with FAR § 15.403-4.

Unbalanced Pricing: As required by FAR § 15.404-1(g)(2), the Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government. This is not a cost or price realism analysis.

CLIN(s)	PART NUMBER	NOMENCATURE
1001, 2001, 3001, 4001, 5001	3998AS100-1	1553 DBNT INTERFACE CABLE SET
1002	3998AS100-1	FMS 1553 DBNT INTERFACE CABLE SET
1003, 2002, 3002, 4002, 5002	4055AS7510-1	BLADE DEICE DISTRIBUTOR, AWTS TPS
1004	4055AS7510-1	FMS BLADE DEICE DISTRIBUTOR, AWTS TPS
1005, 2003, 3003, 4003, 5003	3449AS520-2	CABLE SET, ICE PROTECTION
1006	3449AS520-2	FMS CABLE SET, ICE PROTECTION
1007, 2004, 3004, 4004, 5004	4055AS2700-1	WIRING INTEGRATED ASSY 50, AWTS TPS
1008	4055AS2700-1	FMS WIRING INTEGRATED ASSY 50, AWTS TPS
1009, 2005, 3005, 4005, 5005	4055AS2800-1	WIRING INTEGRATION ASSEMBLY (WIA) 56
1010	4055AS2800-1	FMS WIRING INTEGRATION ASSEMBLY (WIA) 56
1011, 2006, 3006, 4006, 5006	4026AS870	INTERFACE ADAPTER CABLE SET, BLOS DBNT
1012, 2007, 3007, 4007, 5007	4055AS2900-1	WIRING INTERFACE ASSY 57, AWTS TPS
1013	4055AS2900-1	FMS WIRING INTERFACE ASSY 57, AWTS TPS
1014, 2008, 3008, 4008, 5008	4104AS0100-1	1553 SUPPLEMENTAL INTERFACE CABLE
1015, 2009, 3009, 4009, 5009	4055AS4700-1	WIRE INTEGRATION ASSEMBLY, 76-79 AWTS
1016, 2010, 3010, 4010, 5010	201415865-10	MIPC/NIPCU FAULT DATA DOWNLOAD CABLE SET

For evaluation purposes, the total evaluated price shall be the sum of all CLINS. The CLIN value will be based on the sum of the maximum quantity identified for each CLIN. The evaluation will not bind the Government to purchase any quantities beyond the minimum identified in the solicitation.

## Part C: DEFINITIONS

### 1.0 OTHER EVALUATION DEFINITIONS

Recency	A measure of the time that has elapsed since the past performance or corporate experience reference occurred. Recency is generally expressed as a time period during which past performance or corporate experience references are considered relevant. Past performance or corporate experience references that are older than 5 years from the due date of the proposal is not considered recent and therefore is not considered relevant. As it pertains to recent past performance, the more recent past performance references are considered better indicators of future performance.
Relevancy	A measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance or corporate experience examples and the source solicitation requirements; and a measure of the likelihood that the past performance or corporate experience is an indicator of future performance.
Completeness	The adequacy of the price 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 that increases the risk of unsuccessful contract performance to an unacceptable level. (FAR 15.001)
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