

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A7	PAGE OF PAGES 1 54	
2. CONTRACT NO. N0001919D0013		3. SOLICITATION NO. N00019-19-R-0002		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 22 Aug 2017	
7. ISSUED BY NAVAL AIR SYSTEMS COMMAND AIR-23.2.5, (b) (6) BUSE ROAD (b) (6) PATUXENT RIVER MD 20670		CODE N00019		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE TEL: FAX	

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

SOLICITATION

9. Sealed offers in original and 1 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 See Sec. L, para 4.1A and B until 03:00 PM local time 16 Jan 2018
(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. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the 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 LOCK-HEED MARTIN CORPORATION (b) (6) (b) (6) GODWIN DR MANASSAS VA 20110-4166		CODE	52088	FACILITY	
15B. TELEPHONE NO (Include area code) 703-367-(b) (6)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) (b) (6) / CONTRACT NEGOTIATOR ADMINISTR	
17. SIGNATURE		18. OFFER DATE			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$106,919,820.00		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) DCMA MANASSAS (b) (6) BATTLEVIEW PARKWAY (b) (6) MANASSAS VA 20109-2342		CODE	S2404A	25. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS PO BOX (b) (6) COLUMBUS OH 43218-2317	
26. NAME OF CONTRACTING OFFICER (Type or print) (b) (6) TEL: 301-757-(b) (6) EMAIL: (b) (6)@navy.mil		27. UNITED STATES OF AMERICA (b) (6)		28. AWARD DATE 20-Dec-2018	

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

SOLICITATION/CONTRACT NOTES

Note: This solicitation refers to the first anticipated FY19 Delivery Order (DO) as DO 0001 and the second anticipated FY19 delivery order as DO 0002. Actual numbering of DOs is subject to change upon DO award.

CONTACT INFORMATION

Point of Contact for ALL Communications:

(b) (6), AIR 2.3.2.5
Contract Specialist
[mailto:\(b\) \(6\)@navy.mil](mailto:(b) (6)@navy.mil)
(301) 757-(b) (6)

**RELEASE OF TECHNICAL DOCUMENTATION AND STANDARD OPERATING PROCEDURES
INFORMATION**

The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of controlled unclassified information and to control distribution of controlled unclassified information in accordance with DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), and SECNAV M-5510.36. All Contractor facilities shall provide an appropriate means of storage for controlled unclassified information and materials. All controlled unclassified information shall be appropriately identified and marked as For Official Use Only in accordance with DoDM 5200.01, Information Security Program: Controlled Unclassified Information (CUI) Volume 4 (enclosure 3) and DoD 5400.7-R (Freedom of Information Act Regulation) (Chapter 3).

For Official Use Only information generated and/or provided under this contract shall be marked and safeguarded as specified in DoDM 5200.01 (DoD Information Security Program: Controlled Unclassified Information (CUI)) Vol. 4 (enclosure 3 pages 11-18) available at http://www.dtic.mil/whs/directives/corres/pdf/520001_vol4.pdf and DoD 5400.7-R, Freedom of Information Program Chapter 3 (pages 31-42) available at: <http://www.dtic.mil/whs/directives/corres/pdf/540007r.pdf>.

All controlled unclassified technical information shall be appropriately identified and marked with the following distribution statement(s):

Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only: Critical Technology Use (11 September 2013). Other requests for this document will be referred to Program Executive Office Air ASW Assault and Special Mission Program PMA264, ATTN: 264B1, (b) (6) Buse Road, (b) (6), Patuxent River, MD 20670

PUBLIC RELEASE. Any controlled unclassified information pertaining to this contract shall not be released for public dissemination, including posting to any social media sites such as Facebook or Twitter, unless it has been approved for public release by appropriate U.S. government authority. Proposed public releases shall be submitted for approval prior to release through PEO (A), Public Affairs Office, (b) (6) Buse Road, (b) (6) RADM William A. Moffett Building, Patuxent River, MD 20670-1547.

OPERATIONS SECURITY (OPSEC): The Contractor shall develop, implement, and maintain an OPSEC program to protect controlled unclassified and classified activities, information, equipment, and material used or developed by the Contractor and any subcontractor during performance of the contract. The Contractor shall be responsible for the subcontractor implementation of the OPSEC requirements. This program may include Information Assurance and Communications Security (COMSEC). The OPSEC program shall be in accordance with National Security Decision Directive (NSDD) 298, and at a minimum shall include:

- 1) Assignment of responsibility for OPSEC direction and implementation.

- 2) Issuance of procedures and planning guidance for the use of OPSEC techniques to identify vulnerabilities and apply applicable countermeasures.
- 3) Establishment of OPSEC education and awareness training.
- 4) Provisions for management, annual review, and evaluation of OPSEC programs.
- 5) Flow down of OPSEC requirements to subcontractors when applicable.

See DD254 OPSEC ANNEX attachment dated July 14, 2016.

To participate in this program, all firms are required to comply with the Arms Export Control Act. A foreign firm may be required to team with a U.S. firm that possesses a current and valid U.S. facility clearance with technologies/data safeguarding capabilities, inclusive of the authority to receive critical technology and/or data required to execute this program. Any resultant contractor teaming or license agreements between U.S. firms and foreign firms, to include employment of foreign nationals by U.S. firms, shall be in accordance with current U.S. export laws, security requirements, and National Disclosure Policy and shall require the prior approval of the contracting officer and foreign disclosure officer. It is the offeror's responsibility to provide evidence of any such agreement and/or license to this office for review and this shall be verified prior to release of any controlled documents.

Prior to release of any control document under this solicitation, the contractor must acknowledge 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 or outside the United States) and agree that it will not disseminate any export-controlled technical data subject to this requirement in a manner that would violate applicable export control laws and regulations. It is the responsibility of the contractor to provide this certification and/or proof of a current approval, authorization, or license under E.O. 12470 or the Arms Export Control Act. Upon verification of your status, the requested documents will be provided.

Section B - Supplies or Services and Prices

PRICING NOTES

Pricing Note B1

The Government will use straight line interpolation according to the following formula, using the price points provided by the Offeror. This interpolation will be used to calculate the unit price of the first order placed against each CLIN where quantities fall between price point quantities. In the event of simultaneous, separate delivery orders, the unit price will be calculated using the quantity determined by the sum of quantities from all delivery orders issued concurrently:

$$UP = UP_{nh} + [(Q_h - QO) * ((UP_{nl} - UP_{nh}) / (Q_h - Q_l))]$$

Where:

UP = Unit Price

UP_{nh} = Unit Price for the higher quantity (pricing point above Quantity Ordered) in the applicable option

UP_{nl} = Unit Price for the lower quantity (pricing point below Quantity Ordered) in the applicable option

Q_h = Quantity at the pricing point above Quantity Ordered

Q_l = Quantity at the pricing point below Quantity Ordered

QO = Quantity Ordered

The following example shows the unit price calculation for a quantity of 2,200 AN/SSQ-125A sonobuoys for CLIN 0001 in Lot 1 FY 19 if the unit price for a quantity of 2,000 is \$30 and the unit price for a quantity of 2,500 is \$25:

$$UP = 25 + [(2500 - 2200) * ((30 - 25) / (2500 - 2000))]$$

UP = \$28

Pricing Note B2

The quantities for each CLIN represent maximum quantities.

PRICE POINTS

CLIN QUANTITY/UNIT PRICE TABLES

Applicable to CLINs 0001, 0101, 0201, 0301, and 0401

Base Year

CLIN 0001 (AN/SSQ-125A)		
FY19		
PRICING POINTS	QUANTITY	UNIT PRICE
1	(b) (4)	\$ (b) (4)
2		\$
3		\$
4		\$
5		\$

Option Year 1

CLIN 0101 (AN/SSQ-125A)		
FY20		
PRICING POINTS	QUANTITY	UNIT PRICE
1	(b) (4)	\$ (b) (4)
2		\$
3		\$
4		\$
5		\$

Option Year 2

CLIN 0201 (AN/SSQ-125A)		
FY21		
PRICING POINTS	QUANTITY	UNIT PRICE
1	(b) (4)	\$ (b) (4)
2		\$
3		\$
4		\$
5		\$

Option Year 3

CLIN 0301 (AN/SSQ-125A)		
FY22		
PRICING POINTS	QUANTITY	UNIT PRICE
1	(b) (4)	\$ (b) (4)
2		\$
3		\$
4		\$
5		\$

Option Year 4

CLIN 0401 (AN/SSQ-125A)		
FY23		
PRICING POINTS	QUANTITY	UNIT PRICE
1	(b) (4)	\$ (b) (4)
2		\$
3		\$
4		\$
5		\$

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	AN/SSQ-125A (FY19) FFP with Launcher Container LAU-126/A (including Reliability Inspection Test Samples) Pricing IAW Section B Pricing Notes FOB: Origin (Shipping Point) NSN: 5845016615400	(b) (4)	Each	\$(b) (4)	\$(b) (4) NTE

MAX
NET AMT

\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0002	Data (FY19) CDRLs in support of CLIN 0001. Not Separately Priced (NSP)	NSP

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0101 OPTION	AN/SSQ-125A (FY20) FFP with Launcher Container LAU-126/A (including Reliability Inspection Test Samples) Pricing IAW Section B Pricing Notes FOB: Origin (Shipping Point) NSN: 5845016615400	(b) (4)	Each	\$(b) (4)	\$(b) (4) NTE

MAX
NET AMT

\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0102 OPTION	Data (FY20) FFP CDRLs in support of CLIN 0101. Not Separately Priced (NSP)				

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0201 OPTION	AN/SSQ-125A (FY21) FFP with Launcher Container LAU-126/A (including Reliability Inspection Test Samples) Pricing IAW Section B Pricing Notes FOB: Origin (Shipping Point) NSN: 5845016615400	(b) (4)	Each	\$(b) (4)	\$(b) (4) NTE

MAX
NET AMT

\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0202 OPTION	Data (FY21) FFP CDRLs in support of CLIN 0201. Not Separately Priced (NSP)				

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0301 OPTION	AN/SSQ-125A (FY22) FFP with Launcher Container LAU-126/A (including Reliability Inspection Test Samples) Pricing IAW Section B Pricing Notes FOB: Origin (Shipping Point) NSN: 5845016615400	(b) (4)	Each	\$(b) (4)	\$(b) (4) NTE

MAX
NET AMT

\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0302 OPTION	Data (FY22) FFP CDRLs in support of CLIN 0301. Not Separately Priced (NSP)				

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0401 OPTION	AN/SSQ-125A (FY23) FFP with Launcher Container LAU-126/A (including Reliability Inspection Test Samples) Pricing IAW Section B Pricing Notes FOB: Origin (Shipping Point) NSN: 5845016615400	(b) (4)	Each	\$(b) (4)	\$(b) (4) NTE

MAX NET AMT	\$(b) (4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402 OPTION	Data (FY23) FFP CDRLs in support of CLIN 0401. Not Separately Priced (NSP)				NSP
				NET AMT	\$0.00

CLAUSES INCORPORATED BY FULL TEXT

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

- (a) This clause applies to supplies that are stock numbered under Federal Catalog System procedures.
- (b) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. All available National Stock Numbers will be furnished by the Government. If National Stock Numbers are not furnished by the Government in time to meet the delivery schedule for the supplies, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance. The Contracting Officer may accept such supplies without National Stock Numbers and the Government will pay the Contractor, provided that title to the supplies is vested in the Government.

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

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

Section C - Descriptions and Specifications

DESCRIPTIONS AND SPECIFICATIONCLINs 0001, 0101, 0201, 0301, and 0401

The contractor shall provide AN/SSQ-125A Sonobuoys in accordance with the Production Sonobuoy Specification (PSS) for the AN/SSQ-125A MULTI-STATIC ACTIVE COHERENT SOURCE SONOBUOY, Attachment 1, including Appendices A through H (Attachments 2, 3, 4, 5, 6, 7, 8 and 9).

CLINs 0002, 0102, 0202, 0302, and 0402

The contractor shall provide the below technical, financial, and administrative data in accordance with Exhibit A - Contract Data Requirements List (CDRL), DD Form 1423 and Exhibit B – CDRL Attachments for A001-A00M as applicable.

CDRL #	DESCRIPTION
A001	Design Data and Calculations, Full Sonobuoy Package, AN/SSQ-125A
A002	Design Data and Calculations, Air Safety Certification Design Data, AN/SSQ-125A
A003	Design Data and Calculations, Hazards of Electromagnetic Radiation to Ordnance (HERO) and Electromagnetic Interference (EMI) Design Data, AN/SSQ-125A
A004	Design Data and Calculations, Electro Static Design (ESD) Design Data, AN/SSQ-125A
A005	Design Data and Calculations, Lithium Battery Design Data, AN/SSQ-125A
A006	Design Data and Calculations, Hazardous Materials Handling and Disassembly Safety Precautions Design Data and Safety Data sheets, AN/SSQ-125A
A007	Test Plan, AN/SSQ-125A
A008	Test/Inspection Report, AN/SSQ-125A
A009	Failure Analysis and Corrective Action Report, AN/SSQ-125A
A00A	Request for Variance (RFV), AN/SSQ-125A
A00B	Management Plan, Quality Plan, AN/SSQ-125A
A00C	Photographic Requirements, AN/SSQ-125A
A00D	Technical Report, Bar Code Identification Report, AN/SSQ-125A
A00E	Test Scheduling Report, AN/SSQ-125A
A00F	Status Report, Monthly Status Report and Phonecon, AN/SSQ-125A
A00G	Production Status Report, Industrial Base Program (IBP) Questionnaire, AN/SSQ-125A
A00H	Engineering Change Proposal, AN/SSQ-125A
A00J	Manufacturing Plan, AN/SSQ-125A
A00K	Technical Report, Manufacturing Maturation Plan, AN/SSQ-125A
A00L	Management Plan/Cost and Rework Summary Report

(b) (4)

C.1 PERFORMANCE VERIFICATION AND VALIDATION (PV&V)

The contractor shall provide evidence of a qualified AN/SSQ-125A design as evidenced by an approved NAVAIR Form 4130, or the Government shall conduct the following tests or sub-set of tests in order for the Government to verify specification compliance of the sonobuoy design.

The PV&V tests typically are conducted in the following order:

1. 25K Volts ESD Test, HERO, EMI, Lithium Battery Certification, Unit Load testing and Performance-Oriented Packaging (POP) may be performed concurrently
2. Air Safety Certification Test and Electrical Noise Test may be performed concurrently
3. Sonobuoy Launch Container (SLC) and Environmental/Laboratory Test
4. Ocean Air Drop Test
5. Production Readiness Review

Testing will be conducted at a Government test site. The contractor may witness Government testing, as desired. It is the Government's discretion to retain test articles, as needed. Upon conclusion of the Government tests, the contractor is responsible for the disposal of any test articles not retained by the Government. In the event of failed PV&V tests requiring retest, the Contractor shall provide replacement PV&V test articles for retesting, as required, at no expense to the Government. Refurbished test articles, if authorized by the Government, may be provided for PV&V retesting, but NOT for production Lot deliveries.

C.1.1 Hazards of Electrostatic Discharge (ESD) to Ordnance Safety Certification for Personnel Handling (25K Volt)

All Electrically Initiated Devices (EIDs) shall be certified ESD safe or non-susceptible at the 25K Volts level. Air-drop testing will not be scheduled until the bare sonobuoy is certified ESD safe or non-susceptible at the 25K Volts level.

Note: EIDs are defined as pyrotechnics or devices whose activation initiates the release of stored energy and/or devices whose function is to release heat to initiate mechanical action. Examples are burn wires and resistors used to initiate float inflation, depth selection, battery activation, float scuttling, etc.

Hardware required for testing is as follows:

- (a) (b) (4) modified units – complete sonobuoys packaged in LAU-126/A Sonobuoy Launch Containers (SLCs), without compressed gas. Units must be mechanically functional.

C.1.2 Hazards of Electromagnetic Radiation to Ordnance (HERO) Safe Test

All sonobuoys shall be certified HERO Safe certification as described above to support Government testing. Air-drop testing will not be scheduled until the bare sonobuoy is certified HERO Safe.

Hardware required for testing is as follows:

- (a) (b) (4) modified units – complete sonobuoys packaged in LAU-126/A SLCs, without any pyrotechnics or compressed gas. Units must be mechanically functional.

C.1.3 Electromagnetic Interference (EMI) Testing

Sonobuoy designs shall conform to EMI requirements of the applicable specification. EMI testing will be conducted in conjunction with HERO testing.

Hardware required for testing is as follows:

- (a) Units for this test will be the same units submitted for HERO Safe TEST.

C.1.4 Lithium Battery Certification

Lithium batteries are classified by the Navy as hazardous material. All Lithium batteries must be tested as applicable in accordance with 49 C.F.R. § 178.503 and UN Manual of Tests and Criteria, Lithium Battery Testing Requirements. Specific requirements for equipment powered by lithium batteries are provided in NAVSEA Technical Manual S9310-AQ-SAF-010. The requirement for marking sonobuoys classified as “LITHIUM BATTERIES CONTAINED IN EQUIPMENT” is provided in Attachment 4 (Appendix C of PSS) referenced in Section J.

Hardware required for testing is as follows:

- (a) (b) (4) fully operational units – complete sonobuoys packaged in LAU-126/A SLCs.
- (b) (b) (4) modified units – complete sonobuoys packaged in LAU-126/A SLCs, with Lithium battery fuses by-passed (marked with “Fuse By-Pass”).

C.1.5 Unit Load Test

Unit load assemblies and mass models will be used for the unit load test/qualification in accordance with Attachment 11 (Standard Operating Procedure for Laboratory & Ocean Testing of Sonobuoys, SLCs and Associated Packaging).

Hardware required for testing of bare sonobuoy designs which are equal to or less than 25 pounds are as follows:

- (a) (b) (4) complete unit load assemblies – (b) (4) unit pallet (no sonobuoys).

- (b) (b) (4) modified units – complete sonobuoys packaged in LAU-126/A SLCs, with any hazardous material replaced with inert material (and labeled as such) but have the same weight, center of gravity, mass moment of inertia and fully functional air descent components as an operational unit.

Hardware required for testing of bare sonobuoy designs which are greater than 25 pounds are as follows:

- (a) (b) (4) complete unit load assemblies – (b) (4) unit pallet (no sonobuoys).
(b) (b) (4) modified units – complete sonobuoys packaged in LAU-126/A SLCs, with any hazardous material replaced with inert material (and labeled as such) but have the same weight, center of gravity, mass moment of inertia and fully functional air descent components as an operational unit.

C.1.6 Performance-Oriented Packaging Test

As part of obtaining the Department of Transportation (DOT) Hazardous Materials Classification, a Performance-Oriented Packaging (POP) test may be required dependent on the hazardous materials classification in accordance with 49 C.F.R. § 178.503.

Hardware required for testing is as follows:

- (a) (b) (4) modified units – complete sonobuoys packaged in LAU-126/A SLCs, with any hazardous material replaced with inert material of equal weight (and labeled as such).

C.1.7 Air Safety Certification

Air safety certification testing is conducted to determine the sonobuoy can be safely carried and released by the required Air ASW platforms. The safety certification testing will be conducted at Naval Air Warfare Center Aircraft Division (NAWCAD) Patuxent River for obtaining Flight Clearance.

Hardware required for testing is as follows:

- (a) (b) (4) modified units – complete sonobuoys packaged in LAU-126/A SLCs, with any hazardous material replaced with inert material (and labeled as such) but have the same weight, center of gravity, mass moment of inertia and operational air descent components as an operational unit.
(b) (b) (4) fully operational units – sonobuoy units packaged in LAU-126/A SLCs.

C.1.8 Electrical Noise Test

Sonobuoys are required for electrical noise performance verification testing in accordance with Attachment 11 (Standard Operating Procedure for Laboratory & Ocean Testing of Sonobuoys, SLCs and Associated Packaging).

Hardware required for testing is as follows:

- (a) (b) (4) modified units – sonobuoy unit packaged in LAU-126/A SLCs, acoustically terminated units such that acoustic input will be replaced with the equivalent electrical impedance to allow for electrical noise performance.

C.1.9 SLC Qualification Test

SLCs are subjected to environmental and laboratory testing in accordance with Attachment 11 (Standard Operating Procedure for Laboratory & Ocean Testing of Sonobuoys, SLCs and Associated Packaging). These tests provide the government with detailed performance of the design used to determine compliance with the performance specification. The testing is conducted by NAWCAD 4.5.14.3 and the information will be used for final determination of specification compliance.

Hardware required for testing is as follows:

- (a) (b) (4) fully operational units - sonobuoy units packaged in LAU-126/A SLCs.

C.1.10 Environmental/Laboratory Tests

Sonobuoys are subjected to environmental and laboratory testing in accordance with Attachment 11 (Standard Operating Procedure for Laboratory & Ocean Testing of Sonobuoys, SLCs and Associated Packaging). These tests provide the government with detailed performance data of the design used to determine compliance with the performance specification. The testing is conducted by NAWCAD 4.5.14.3 and the information will be used for final determination of specification compliance.

Hardware required for testing is as follows:

- (a) (b) (4) fully operational units – complete sonobuoys packaged in LAU-126/A SLCs.
- (b) (b) (4) modified units – complete sonobuoys packaged in LAU-126/A SLCs, EFS timing changed to keep displays illuminated for one minute timeframes.

C.1.10.1 Test Fixtures

The contractor shall supply to NAWCAD 4.5.14.3 any cabling, tools or special test fixtures necessary to perform any testing on the sonobuoy. Delivery of test fixtures shall be concurrent with the sonobuoy units.

C.1.11 Ocean Air Drop Test

Ocean air drop testing is conducted by the government in accordance with Attachment 12 (Open Ocean Test Defect Criteria) to determine performance characteristics of the sonobuoy in a fully deployed configuration. The testing is conducted by NAWCAD 4.5.14.3 and the information will be used for final determination of specification compliance.

Hardware required for testing is as follows:

- (a) (b) (4) fully operational units – complete sonobuoys packaged in LAU-126/A SLCs.
- (b) (b) (4) modified units – complete sonobuoys packaged in LAU-126/A SLCs, acoustically terminated units such that acoustic input will be replaced with the equivalent electrical impedance to allow for electrical noise performance.

C.1.12 Production Readiness Review (PRR)

The contractor shall schedule and conduct a PRR in accordance with Attachment 5, PSS Appendix D, paragraph 7.4.

C.1.12.1 Incremental Production Readiness Review (iPRR) / Manufacturing Readiness Assessment (MRA) Manufacturing Readiness Level (MRL) 8

The contractor shall conduct an iPRR/MRA (MRL 8) 90 days prior to all PRRs scheduled. This review shall be held to ensure the product baseline, manufacturing, producibility and quality requirements are producible and that test data indicates readiness for production, and the specified manufacturing and quality requirements are captured in the production plans.

C.1.12.2 PRRs

The contractor shall conduct a Production Readiness Review (PRR). The PRR shall evaluate the full, production-configured system to determine if it correctly and completely implements all system requirements.

C.2 CONTRACTOR-INITIATED ENGINEERING TESTS REQUIRING OCEAN TESTING

The Government will provide engineering test support services to the contractor for tests requiring the use of specialized government test facilities for the conduct of verification of corrective action for deficient sonobuoy reliability or performance or for verification of performance. These services will be made available throughout the period of performance of this contract. The contractor shall request such tests in writing via the contacting officer or designated Technical Point of Contact (TPOC) by submitting an engineering test plan IAW CDRL A007. The government reserves the right to disapprove test plans considered by the government to be unnecessary or outside the scope of this contract. All engineering test days requested are subject to test schedule/range availability and are at the TPOC's discretion. Any site other than San Clemente Island (SCI) is at the TPOC's discretion.

Section D - Packaging and Marking

PACKAGING**D.1 PACKAGING**CLINs 0001, 0101, 0201, 0301, and 0401**D.1.1 Packaging for AN/SSQ-125A Sonobuoys**

The contractor shall package the deliverables for shipping in accordance with the following:

D.1.1.1 For Bare Sonobuoy Designs Which are Greater than 25 Pounds:

(a) Pallets containing (b) (4) to (b) (4) sonobuoys in the LAU-126/A SLCs (per D.1.3) shall be packaged in the (b) (4) Unit Bayonet Base Pallets in accordance with NAVSEA DL 7375860 and associated Drawings 7375861 through 7375875 with the following exception: All steel strapping shall be new (unused) material and in accordance with MIL-STD-1660A. The size of the strapping used for securing the top cap to the pallet base for securing the side panels and for the rails on the top cap and pallet base shall be 0.75 inch wide and 0.031 inch thick with seals or seal-less banding in accordance with MIL-STD-1660A. Although not shown on NAVSEA Drawing 7375861, horizontal strapping around pallet and pallet cap rail boards is required. Optional positional strapping as called out by NAVSEA Drawing 7375870 shall be 0.020 inch strapping thickness or greater.

(b) For partial pallets of less than (b) (4) units the contractor may use CNU-239/E shipping containers, palletized in accordance with the PSS and Appendix G (partial load or small load requirement). Steel strapping shall be in accordance with MIL-STD-1660A and 0.75 inch in width.

(c) The contractor shall stack pallets no higher than three.

D.1.1.2 For Bare Sonobuoy Designs Which are Equal to or Less than 25 Pounds:

(a) Pallets containing (b) (4) to (b) (4) sonobuoys in Sonobuoy Launcher Container (SLCs) (per Section D.1.3) shall be packaged in the (b) (4) Unit Bayonet Base Pallet in accordance with NAVSEA DL 7375860 and associated Drawings 7375861 through 7375875 with the following exception: All steel strapping shall be new (unused) material and in accordance with MIL-STD-1660A. The size of the strapping used for securing the top cap to the pallet base, for securing the side panels and for the rails on the top cap and pallet base shall be 0.75 inch wide and 0.031 inch thick with seals or seal-less banding in accordance with MIL-STD-1660A. Although not shown on NAVSEA Drawing 7375861, horizontal strapping around pallet and pallet cap rail boards is required. Optional positional strapping as called out by NAVSEA Drawing 7375870 shall be 0.020 inch strapping thickness or greater.

(b) For partial pallets of less than (b) (4) units on a (b) (4) unit pallet, the contractor may use CNU-239/E shipping containers, palletized in accordance with the PSS and Appendix G (partial load or small load requirement). All steel strapping shall be new (unused) material and in accordance with MIL-STD-1660A. The size of the strapping shall be 0.75 inch wide and 0.031 inch thick.

D.1.2 Packaging for AN/SSQ-125A Reliability Inspection Samples

The contractor shall package the test samples (sonobuoys in SLCs) in one of the following:

(a) (b) (4) unit bayonet base pallets in accordance with NAVSEA DL 7375860 and associated Drawings 7375861 through 7375875 with the following exception: All steel strapping shall be new (unused) material and in accordance with MIL-STD-1660A. The size of the strapping used for securing the top cap to the pallet base, for securing the side panels and for the rails on the top cap and pallet base shall be 0.75 inch wide and 0.031 inch thick with seals or seal-less banding in accordance with MIL-STD-1660A. Although not shown on NAVSEA Drawing 7375861, horizontal strapping around pallet and pallet cap rail boards is required. Optional positional strapping as called out by NAVSEA Drawing 7375870 shall be 0.020 inch strapping thickness or greater.

(b) CNU-239/E shipping containers and palletized in accordance with the PSS and Appendix G (partial load or small load requirement). All steel strapping shall be new (unused) material and in accordance with MIL-STD-1660A.

(c) Packaging as approved by the local Government Quality Assurance Representative (QAR). Any non-standard method of packaging involving more than one unit shall use steel strapping (new) material in accordance with MIL-STD-1660A. The size of the strapping shall be 0.75 inch wide and 0.031 or 0.020 inch thick.

D.1.4 Gray Overpack (if Required)

The gray overpack (CNU-239/E) where specified shall be in accordance with NAVAIR DL 1458AS202 and DRAWING 1458AS202 and associated drawings, with the following changes:

- (a) Delete all references to MIL-D-3464; replace with; “that meet the physical inspection and environmental test requirements of NAWCAD, Crane ETP 4.5.14-SOP-004.”
- (b) Delete all references to MIL-T-43036; replace with ASTM D5330 Type 4
- (c) Delete all references to MIL-STD-105; replace with; “The sample shall be inspected for piece part construction, assembly and marking. The following table defines the sample size and acceptance criteria for various lot or batch sizes.”

Lot or Batch Size	Sample Size	Allowable Defects
2 to 50	2	0
51 to 500	3	0
501 and over	5	1

- (d) Delete all references to MIL-STD-480; replace with the PSS and Appendix D.
- (e) Delete all references to SPD-15 and replace with PSS Appendix C.

CLINs 0002, 0102, 0202, 0302, and 0402

Packaging and marking of the technical, financial, and administrative data shall be in accordance with Exhibit A – CDRs, DD Form 1423.

CLIN 0001

Packaging and marking of the PV&V Test items shall be in accordance with best commercial practices to ensure safe delivery at destination, as applicable.

MARKING

D.2 MARKING

CLINs 0001, 0101, 0201, 0301, and 0401

D.2.1.1 Marking For Fleet Unit Sonobuoys and Reliability Inspection Samples

The nomenclature for these sonobuoys shall be AN/SSQ-125A as applicable. The abbreviated nomenclature shall be Q-125A, as applicable. The contractor shall use this nomenclature as required below.

D.2.1.2 Sonobuoy, Sonobuoy Launcher Container, and CNU-239 (Gray Overpack)

The contractor shall mark the sonobuoy, SLC, and CNU-239 shipping container in accordance with the PSS and Appendix C.

D.2.1.3 Pallet Marking Instructions

The contractor shall mark the pallet in accordance with the PSS and Appendix C and NAVAIR Clause 5252.247-9517.

CLAUSES INCORPORATED BY FULL TEXT

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.223-9502 HAZARDOUS MATERIAL (NAVAIR) (APR 2009)

(a) Packaging, Packing, Marking, Labeling and Certification of Hazardous materials for shipment by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and Title 49 Code of Federal Regulations (CFR), Part 100-199 as applicable. In the event of any contradictions between the documents, 49 CFR shall govern or the applicable modal transport regulation.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable modal transport regulations, the regulations shall take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures that are not in accordance with laws and regulations applicable to the mode of transportation employed.

(c) To ascertain which Department of Defense, or local installation regulations, concerning hazardous materials may have impact on this contract, the contractor should contact: Environmental Director: (301) 757-(b) (6) (b) (6) Hinkle Circle, (b) (6), Patuxent River, MD 20670.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR)(OCT 2005)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR)(JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT**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.

CLAUSES INCORPORATED BY FULL TEXT**5252.247-9517 PACKAGING REQUIREMENTS FOR SHIPMENTS CONTAINING NON-MANUFACTURED WOOD PACKING MATERIALS (NAVAIR) (FEB 2002)**

All non-manufactured, wooden pallets, reels, or containers shipped or used for shipment under this contract shall be heat treated and marked in accordance with the American Lumber Standards Committee, Incorporated Non-Manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement Regulations, both dated 30 May 2001.

Section E - Inspection and Acceptance

ACCEPTANCE

E.1 HARDWARE ACCEPTANCE

CLINs 0001, 0101, 0201, 0301 and 0401

The requirements of this section do not apply to non-production delivered units (i.e., PV&V units).

E.1.1 Sample Plans

The Government will test and accept, as applicable, production sonobuoys and SLCs in lots. Prior to Government sampling, the contractor shall completely assemble all units for each lot. The Government sampling will be in accordance with ANSI/ASQ Z1.4-2008 Sampling Procedures and Tables for Inspection by Attributes, except as modified below:

Normal Inspection to Reduced Inspection a) Preceding 5 Lots Accepted.

Total Nonconforming less than Limit Number (Optional) – Limit number for 4.0 AQL is 10 defects.

Production Steady is defined as: Five (5) consecutively produced lots shall be determined as produced homogeneously. The factors for determining a break in homogeneity shall include configuration changes, plant shutdowns or any production line interruptions.

Configuration changes – Specific Class II ECPs – ECPs will be evaluated upon submission for determination of break in homogeneity by the Technical Point of Contact (TPOC).

Plant shutdowns – Planned plant shutdowns greater than two weeks.

Production line interruption – Interruptions greater than two (2) working days and other than those due to end of shift, day or week (a four-day weekend is not considered a production line interruption) will be evaluated for determination of break in homogeneity by the TPOC.

Normal to Tightened switching criteria a) 4 of 6 or fewer consecutive lots are not accepted.

Tightened Inspection to Normal Inspection: a) Two consecutive Lots Accepted.

The Government will begin by using the Normal Inspection level for Lot Size B from CLINs 0001, 0101, 0201, 0301 and 0401, applying switching rules to change inspection levels based on First Submission test samples only. The Government will reset to Normal Inspection level when production lines are non-continuous from one contract CLIN to another of the same production item. Lot Resubmission test samples will be tested at the Normal Inspection level.

E.1.1.1 Defects

The Government will utilize Attachment 12 Open Ocean Test Defect Criteria to determine critical defects, major defects, or minor defects for both First Submission and Resubmission of Reliability Inspection samples. If requested by the contractor and deemed advantageous to the Government, the Contracting Officer may permit other lot sizes, sample sizes, and acceptance limits. The Government maintains the right to test sonobuoys and/or SLCs to the service conditions identified within the specifications and/or drawings. Sonobuoys and/or SLCs subjected to any test or service condition identified within the specifications and/or drawings meet the contractual reliability metrics after undergoing Reliability Inspection testing identified in paragraph E.1.3.

E.1.2 Lot Sizes and Accept/Reject Criteria

The Government has selected three lot size ranges to be used for all sonobuoys which are defined as: Lot Size A: (b) (4) or Lot Size B: (b) (4); or Lot Size C: (b) (4). Normal lot size range for each product is defined below. Based on award quantity and if mutually agreed to by both parties at award, the other lot size may be used and all associated inspection requirements will be adjusted according to the ANSI standard.

E.1.2.1 Q-125A

The following attributes from ANSI/ASQ Z1.4-2008 shall apply to the Q-125A:

AQL: 6.5 (first three production lots of CLIN 0001)

AQL: 4.0 (all remaining production lots)

Sample Size Designation Letter E (first three production lots of CLIN 0001)

Sample Size Designation Letter: F (all remaining production lots)

Inspection Level: S-4 (all production lots)

Lot Size C: (b) (4) (first three production lots of CLIN 0001)

Lot Size B: (b) (4) (all remaining production lots)

Production lot sizes shall be as follows:

Q-125A –

CLINs 0001: Normal lot size will be (b) (4) each. The first (b) (4) production lots shall be (b) (4) each and the last (b) (4) production lots to be delivered shall be between (b) (4) and (b) (4) each. All lots to be delivered, except the last lot, shall result in full pallets (i.e., (b) (4) each per pallet).

CLINs 0101, 0201, 0301 and 0401: Normal lot size will be (b) (4) each. The first (b) (4) production lots shall be (b) (4) each and the last (b) (4) production lots to be delivered shall be between (b) (4) and (b) (4) each. All lots to be delivered, except the last lot, shall result in full pallets (i.e., (b) (4) each per pallet).

In accordance with ANSI/ASQ Z1.4-2008 **Normal Inspection**, For Lot Size B the Reliability Inspection sample size shall be (b) (4) units and for Lot Size C the Reliability Inspection sample size shall be (b) (4) units. Acceptance of all lots will be based on the following limits for defective units from the Reliability Inspection sample:

For the sonobuoy and SLC separately, there shall be: no critical defects; and (b) (4) or less major defects for the Reliability Inspection sample.

In accordance with ANSI/ASQ Z1.4-2008 **Tightened Inspection**, For Lot Size B the Reliability Inspection sample size shall be (b) (4) units. Acceptance of all lots will be based on the following limits for defective units from the (b) (4) unit Reliability Inspection sample:

For the sonobuoy and SLC separately, there shall be: no critical defects; and (b) (4) or less major defect for the (b) (4) unit sample.

In accordance with ANSI/ASQ Z1.4-2008 **Reduced Inspection**, For Lot Size B the Reliability Inspection sample size shall be (b) (4) units. Acceptance of all lots will be based on the following limits for defective units from the (b) (4) unit Reliability Inspection sample:

For the sonobuoy and SLC separately, there shall be: no critical defects; and (b) (4) or less major defects for the (b) (4) unit sample. Reinstatement of **Normal Inspection** shall result if a lot tested under **Reduced Inspection** is accepted with more than (b) (4) major defect.

E.1.3 Reliability Inspection including Air Drop Test

The Government may conduct reliability inspection as an open ocean environment air drop. The Government will conduct inspection testing using Attachment 11 Standard Operating Procedure for Laboratory & Ocean Testing of Sonobuoys, SLCs and Associated Packaging and Attachment 12 Open Ocean Test Defect Criteria. No more than two (2) test sites will be used to perform reliability inspection on a lot sample. The total number of defective units observed at the test site(s) will be used to determine lot acceptability. Attachment 11 Standard Operating Procedure for Laboratory & Ocean Testing of Sonobuoys, SLCs and Associated Packaging and Attachment 12 Open Ocean Test Defect Criteria are used for defect criteria and classification. The contractor may delay mating the sonobuoys to SLCs on the balance of the production lot, until it receives final acceptance from the Contracting Officer. The Government may conduct testing at an alternate site such as a Naval Laboratory or Government test range. The Contracting Officer will provide the contractor with three (3) calendar days advance notice when an alternate site is being used.

E.1.3.1 Reliability Inspection Sample Submission

The Reliability Inspection sample shall be submitted for inspection with a DD Form 1222 (Request for and Results of Tests).

E.1.4 Interruption of Reliability Inspection

After submittal of the Reliability Inspection sample, the contractor may request an interruption of the reliability inspection process through one of the following actions. The contractor shall notify the local QAR when they request termination or withdrawal.

(a) Termination of Inspection/Test in Progress. The contractor may request termination of inspections already in process. The Contracting Officer or the authorized Government representative may then terminate the test if it is advantageous to the Government. If no defects are identified during the inspections prior to air launch or air launch tests have not begun, the sample under examination will be reported as "withdrawn" and processed as indicated below, otherwise, it will be rejected. The test report will detail the results of the inspections and tests performed. Section B of the DD Form 1222 will be completed, detailing the termination.

(b) Withdrawal of a Reliability Inspection Sample Prior to Initiation of the Test Process (1) Reliability Inspection Sample Returned to Contractor. The contractor may request withdrawal of the sample and its return to the contractor at the contractor's expense. The Contracting Officer will authorize the withdrawal and return of the sample to the contractor via a DD Form 1149 on a commercial bill of lading. Section B of the DD Form 1222 will be completed, detailing the withdrawal. The lot shall then be resubmitted. (2) Reliability Inspection Sample Held at Test Site. The contractor may request withdrawal of the sample and its storage at the receiving warehouse. The Contracting Officer will authorize the withdrawal and storage of the sample. Section B of the DD Form 1222 will be completed, detailing the withdrawal and noting the date of the withdrawal request. Subsequently, the contractor may request release of the sample or withdrawal (returned to contractor).

The Contracting Officer is the authorizing official for either request.

E.1.5 Recovered Reliability Inspection Sample Units

Recovered defective units from an accepted sample may be returned to the contractor for failure analysis, at the Government's expense, via an authorized DD Form 1149. The Government will pay shipping costs only; the contractor is responsible for all failure analysis costs. Recovered defective units, as defined in Attachment 11 Standard Operating Procedure for Laboratory & Ocean Testing of Sonobuoys, SLCs and Associated Packaging and Attachment 12 Open Ocean Test Defect Criteria, from a rejected Reliability Inspection sample will be returned to the contractor for failure analysis, at the contractor's expense, via an authorized DD Form 1149. If requested by the contractor, (b) (4) or less recovered nondefective units from a sample may be returned to the contractor for a failure analysis comparison. The units will be returned, at the contractor's expense, via an authorized DD Form 1149. The contractor shall not use material, parts or components from recovered Reliability Inspection samples in production units.

E.1.6 Lot Rework and Resubmission

A lot that is rejected as a result of Reliability Inspection shall be reworked and resubmitted within 60 days after notice of lot rejection. The following conditions shall be met before the lot's resubmission sample is selected for Reliability Inspection:

(a) Failure Analysis for each defective unit shall be performed by the contractor and the cause or most probable cause for each defect shall be identified.

(b) Screening Sample. The local Government QAR will randomly select an 80-unit screening sample from the remainder of the lot, unless otherwise authorized by the Procuring Contracting Officer. The sample shall be inspected/tested for each defect cause or probable cause identified in failure analysis. The screening sample is not required if the contractor chooses to rework the lot for all defects.

(c) Rework Procedure. A rework procedure for each defect observed in both the Reliability Inspection and the screening sample shall be prepared. Rework procedures for all other defects found in the screening sample shall be determined in accordance with the contractor's Material Review Board (MRB) procedures.

(d) Rework. The lot shall be reworked conforming to the rework procedure. Units with defects shall be reworked or replaced in accordance with the procedure. The contractor shall build up the lot back to the lot size specified in the contract (including the Reliability Inspection sample).

(e) Resubmission. The procedure for lot submission shall be followed. New Reliability Inspection samples shall be identified with increasing submission numbers.

(1) Rejected Lots. If a lot is rejected on the third submission, the requirements for a possible resubmission shall be as required by the Contracting Officer. This may include the determination that part or all of the rejected lot's material as non-conforming; and, may require resubmission of the lot with new material. If only the SLC lot is rejected and the reported defects are air launch related, then the Reliability Inspection sample shall be resubmitted with sonobuoys or non-operational replicas (same air descent control system and external configuration). If the reported SLC defects are not air launch related then the Reliability Inspection sample may be resubmitted without sonobuoys.

(2) Withdrawal of Reliability Inspection Sample (returned to contractor). A new Reliability Inspection sample shall be drawn along with a new DD Form 1222. The sample shall retain its submission number with a "W" added on when it is resubmitted to designate that it was previously withdrawn.

(3) Withdrawal of Reliability Inspection Sample (held at test site). The DD Form 1222 shall be modified to indicate the resubmission. The Reliability Inspection sample shall retain its submission number with a "W" added on when it is resubmitted to designate that it was previously withdrawn.

E.1.7 Waiver of Rework or Resubmission

The contractor may request the Contracting Officer to consider a Request for Variance (RFV) of a rejected Lot for rework or resubmission if:

- (a) the exact or probable cause for the defects are not found in the screening sample; or
- (b) rework of the entire lot is not considered practical because of the nature of the defect(s) found in the screening sample and effective corrective action is identified for future lots; or
- (c) the impact of the defects on fleet use is minimal; or
- (d) the rework is minor in nature and does not require testing.

This waiver is solely at U.S. Government discretion.

If the Government subsequently grants a RFV, the contractor is not required to replace the Reliability Inspection sample.

E.1.8 Reclaimed Material

The contractor may use material, parts, or components reclaimed from rejected lots but **not** recovered lot Reliability Inspection samples, in accordance with procedures approved by the local Government QAR.

E.1.9 DD Form 250

Acceptance will be performed by the cognizant Contract Administrative Office via DD Form 250.

E.2 CDRLs ACCEPTANCE

CLINs 0002, 0102, 0202, 0302, and 0402

Inspection and acceptance of the technical, financial, and administrative data will be performed in accordance with Exhibit A – CDRLs, DD Form 1423.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government

0002	N/A	N/A	N/A	N/A
0101	Origin	Government	Origin	Government
0102	N/A	N/A	N/A	N/A
0201	Origin	Government	Origin	Government
0202	N/A	N/A	N/A	N/A
0301	Origin	Government	Origin	Government
0302	N/A	N/A	N/A	N/A
0401	Origin	Government	Origin	Government
0402	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard selected below.
 [The Contracting Officer insert the title, number, date, and tailoring (if any) of the higher-level quality standards.]

Title	Number	Date	Tailoring
Attachment 5 PSS Appendix D (e.g., AS 9100) AS9100			

- (b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in--
- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
 - (2) When the technical requirements of a subcontract require-- (i) Control of such things as design, work operations, in-process control, testing, and inspection; or (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR)(OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by a representative of the cognizant Contract Administration Office at the contractor's or subcontractor's plant.

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR)(FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled Exhibit A. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

CLAUSES INCORPORATED BY FULL TEXT**5252.246-9517 CONSTRUCTIVE ACCEPTANCE PERIOD (NAVAIR) (MAR 1999)**

For the purpose of FAR Clause 52.232-25, "Prompt Payment", paragraph (a)(5)(i), Government acceptance shall be deemed to have occurred constructively on the 46th day after the contractor delivered the supplies or performed the services.

CLAUSES INCORPORATED BY FULL TEXT**5252.246-9528 INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS)(NAVAIR) (OCT 2005)**

(a) Initial inspection of the supplies to be furnished hereunder shall be made by local QAR at the contractor's or subcontractor's plant located at Lockheed Martin RMS, (b) (6) godwin Drive, (b) (6) , Manassas, VA 20110, Cage Code 52088. Final inspection and acceptance shall be made by local QAR within 45 Days after Lot Sample has been selected by the local QAR.

(b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out testing of the supplies.

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCECLINs 0001, 0101, 0201, 0301, and 0401**F.1 PLACE OF DELIVERY**

The contractor shall deliver the production units from each accepted lot to the location(s) listed below, or any other location(s) as may be required by the contracting office. The Technical Point of Contact (TPOC) will provide instructions as to the location the contractor is to ship an accepted lot (the remaining units after test), in the email containing the Final Acceptance Test Report (FATR) issued by the Government. The shipping documents shall indicate a Required Delivery Date (RDD) no later than 14 days after shipment is picked up by the carrier for locations within the continental United States (CONUS). For shipments to locations outside the continental United States (OCONUS), the shipping documents shall indicate an RDD to the point of embarkation no later than 14 days after shipment is picked up by the carrier. The contractor shall pack and submit for final inspection and acceptance sonobuoys from a passed lot within fifteen (15) working days of receipt of the final acceptance test report from the Government. The procedure for an accepted lot should be as follows:

1. The Government will send the FATR with shipping instructions to the contractor. (Note: The FATR is the normal method of notification for lot acceptance; however, the procedure outlined below (2 and 3) shall also be followed if the Government uses an alternate method of notification to signify lot acceptance (i.e., notification letter, e-mail, or an approved variance request)).
2. The contractor shall submit a Wide Area Work Flow (WAWF) form referenced in DFARS Clause 252.232-7006 to DCMA (or authorized Government representative) for signature thus starting the process to ship the lot via Government Bill of Lading (GBL).
3. The Government will provide DD Form 1348-1A (Issue Release / Receipt Document) and the Navy Ammunition Transaction Report to the contractor. These two items shall be attached to the signed DD Form 250 and shall accompany the lot being shipped.

Potential Production CLIN Material Mailing Addresses:

Attachment 15 contains a list of Potential Production CLIN Material Mailing Addresses.

F.2 RELIABILITY/INSPECTION TEST SAMPLES

The contractor shall submit production lots for selection of a test sample to the cognizant Government inspector at the site of complete assembly.

F.2.1 Place of Delivery for Reliability Inspection Samples

The contractor shall ship the Reliability Inspection Samples to the following address:

SPAWAR Systems Center Pacific

Attn: (b) (6), Code 56420

(b) (6) Pacific Highway, (b) (6)

San Diego, CA 92110-5000

NOTE: If the Government chooses an alternate test site, the above shipping address may not apply. In such cases, the Government will provide an alternate shipping address to the contractor.

F.2.2 Notice of Shipment to Cognizant Contract Administration Office

Whenever a shipment is made under this contract (regardless of whether the shipment is transported under a commercial or Government bill of lading (GBL)), the contractor shall notify the cognizant field contract administration office by the most expedient means. The notification shall include the following information: date of shipment; contract number; item number and quantity shipped; and name of carrier accepting shipment from the contractor. The contractor shall confirm all notifications made by telephone, in writing.

F.3 MATERIAL SAFETY DATA SHEETS (MSDS)

The contractor shall provide Safety Data Sheets communicating to users the chemical, physical, and hazardous properties of their product. Safety Data Sheets are not required for all products used in the manufacture of the final product. Safety Data Sheets are required for any item contained in the final product which require special disposal or handling during operational use or de-mil operations. This form shall comply with the OSHA Hazard Communication Standard, Title 29 CFR 1910.1200. In addition to the instructions IAW NAVAIR Clause 5252.223-9501, the contractor shall deliver the MSDS concurrent with CDRL A001 deliverable to the following addresses: PAXR_PMA264CDRL@navy.mil. An alternate method is to mail one (1) copy of the MSDS to the following address:

If via US Postal Service:
 NAWCAD 4.5.14.3
 PO BOX [REDACTED]
 Crane, IN 47522-0068

If other than US Postal Service:
 NAWCAD 4.5.14
 (b) (6) SGM Gene Shaw Technology Drive
 Westgate Two (b) (6)
 Crane, IN 47522

F.4 REQUIRED DELIVERY INFORMATION

The Government will establish a delivery schedule in the delivery order based on the following:

CLINs 0001, 0101, 0201, 0301, and 0401

PV&V units will be delivered in accordance with F.5 below.

Production lots will be delivered as follows:

- The first production lot shall be delivered no later than 365 days after DO award.
- All remaining production lots shall be delivered no later than 730 days after DO award.

CLINs 0002, 0102, 0202, 0302, and 0402

The technical, financial, and administrative data shall be delivered in accordance with Exhibit A – CDRLs, DD Form 1423.

Note: ADC = After Date of Contract Award for CLIN 0001 and After Date of Delivery Order for CLINs 0101, 0201, 0301, and 0401

F.5 TIME OF DELIVERY FOR PV&V PROGRAM

Required Delivery Guidelines

CLIN	Lot Number	TEST DESCRIPTION	WITHIN DAYS AFTER DATE OF DO 0001 AWARD	Quantity
0001	PV-1	ESD, HERO, EMI, Lithium Battery Cert, Unit Load, POP	120	(b) (4) (based on bare unit weight)
0001	PV-2	Air Safety Cert, Electrical Noise	180	[REDACTED]
0001	PV-3	SLC, Environ/Lab, Ocean Air Drop	240	[REDACTED]
0001	N/A	PRR	300	N/A

Note1: Ship to address and UIC are addressed in Section F, paragraph F.1

Lot PV-1: Required hardware [REDACTED] or [REDACTED] Modified units in SLC's, and [REDACTED] Fully operational units in SLCs)

Modified units in SLCs:

(b) (4) modified units for C.1.1 – complete sonobuoys packaged in LAU-126/A SLCs, without compressed gas. Units must be mechanically functional.

(b) (4) modified units for C.1.2 and C.1.3 – complete sonobuoys packaged in LAU-126/A SLCs, without any pyrotechnics or compressed gas. Units must be mechanically functional.

(b) (4) modified units for C.1.4 – complete sonobuoys packaged in LAU-126/A SLCs, with Lithium battery fuses by-passed (marked with “Fuse By-Pass”).

(b) (4) or (b) (4) modified units for C1.5 – complete sonobuoys packaged in LAU-126/A SLCs, with any hazardous material replaced with inert material (and labeled as such) but have the same weight, center of gravity, mass moment of inertia and operational air descent components as an operational unit in SLCs.

(b) (4) modified units for C.1.6 – complete sonobuoys packaged in LAU-126/A SLCs, with any hazardous material replaced with inert material (and labeled as such).

Fully operational units in SLC's:

(b) (4) fully operational units for C.1.4 – complete sonobuoys packaged in LAU-126/A SLCs.

Lot PV-2: Required hardware (b) (4) Modified units in SLC's and (b) (4) Fully operational units in SLC's)

Modified units in SLCs:

(b) (4) modified units for C.1.7 – complete sonobuoys packaged in LAU-126/A SLCs, with any hazardous material replaced with inert material (and labeled as such) but have the same weight, center of gravity, mass moment of inertia and operational air descent components as an operational unit in SLCs

(b) (4) modified units for C.1.8 – sonobuoy unit packaged in LAU-126/A SLCs, acoustically terminated units such that acoustic input will be replaced with the equivalent electrical impedance to allow for electrical noise performance.

Fully operational units in SLCs:

(b) (4) fully operational units for C.1.7 – complete sonobuoys packaged in LAU-126/A SLCs.

Lot PV-3: Required hardware (b) (4) Modified units in SLCs and (b) (4) Fully operational units in SLCs)

Modified units in SLCs:

(b) (4) modified units for C.1.10 – complete sonobuoys packaged in LAU-126/A SLCs, EFS timing changed to keep displays illuminated for one minute timeframes.

(b) (4) modified units for C.1.11 – complete sonobuoys packaged in LAU-126/A SLCs, acoustically terminated units such that acoustic input will be replaced with the equivalent electrical impedance to allow for electrical noise performance.

Fully operational units in SLCs:

(b) (4) fully operational units for C.1.9 - sonobuoy units packaged in LAU-126/A SLCs.

(b) (4) fully operational units for C.1.10 – complete sonobuoys packaged in LAU-126/A SLCs.

(b) (4) fully operational units for C.1.11 – complete sonobuoys packaged in LAU-126/A SLCs.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	730 dys. ADC	(b) (4)	NAWCAD CRANE BRANCH HEAD (b) (6) SGM GENE SHAW TECH DRIVE (b) (6) CRANE IN 47522 812-863-(b) (6) FOB: Origin (Shipping Point)	N00421
0002	N/A	N/A	N/A	N/A
0101	730 dys. ADC	(b) (4)	NAWCAD CRANE BRANCH HEAD (b) (6) SGM GENE SHAW TECH DRIVE (b) (6) CRANE IN 47522 812-863-(b) (6) FOB: Origin (Shipping Point)	N00421
0102	N/A	N/A	N/A	N/A
0201	730 dys. ADC	(b) (4)	NAWCAD CRANE BRANCH HEAD (b) (6) SGM GENE SHAW TECH DRIVE (b) (6) CRANE IN 47522 812-863-(b) (6) FOB: Origin (Shipping Point)	N00421
0202	N/A	N/A	N/A	N/A
0301	730 dys. ADC	(b) (4)	NAWCAD CRANE BRANCH HEAD (b) (6) SGM GENE SHAW TECH DRIVE (b) (6) CRANE IN 47522 812-863-(b) (6) FOB: Origin (Shipping Point)	N00421
0302	N/A	N/A	N/A	N/A
0401	730 dys. ADC	(b) (4)	NAWCAD CRANE BRANCH HEAD (b) (6) SGM GENE SHAW TECH DRIVE (b) (6) CRANE IN 47522 812-863-(b) (6) FOB: Origin (Shipping Point)	N00421
0402	N/A	N/A	N/A	N/A

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
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.247-7028	Application for U.S. Government Shipping Documentation/Instructions	JUN 2012

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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 (b) (4) AN/SSQ-125A sonobuoys and the maximum quantity is (b) (4) AN/SSQ-125A sonobuoys for the base ordering period. The minimum quantity is (b) (4) AN/SSQ-125A sonobuoys and the maximum quantity is (b) (4) AN/SSQ-125A sonobuoys for subsequent option periods.

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 A, 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 [AIR-2.3.2.5](#)
- (2) ACO, Code [S2404A](#)

(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: SUBMISSION SHALL BE IN DIGITAL FORMAT REPRODUCIBLE IN ADOBE PRESENTATION PDF FORMAT. ELECTRONIC SUBMISSIONS IN THE ABOVE FORMAT SHALL BE DELIVERED VIA ONE OF THE FOLLOWING:

- VIA E-MAIL (IF LESS THAN 10 MB)
- VIA [HTTPS://SAFE.AMRDEC.ARMY.MIL](https://SAFE.AMRDEC.ARMY.MIL) (IF GREATER THAN 10 MB) WITH NOTICE TO PAXR_PMA264CDRL@NAVY.MIL THAT THE DATA WAS DELIVERED.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-0004	Line Item Specific: by Fiscal Year	SEP 2009
252.204-0007	Contract-wide: Sequential ACRN Order	SEP 2009
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions, as used in this clause--

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

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

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

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

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

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

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

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

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

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

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

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

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer: N68936

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

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

Routing Data Table*

Field Name in WAWF

Pay Official DoDAAC:

Data to be entered in WAWF

HQ0338

Issue By DoDAAC:	N00019
Admin DoDAAC:	S2404 A
Inspect By DoDAAC:	S2404A
Ship To Code:	See Schedule
Ship From Code:	"Leave Blank"
Mark For Code:	"Leave Blank"
Service Approver (DoDAAC):	"Leave Blank"
Service Acceptor (DoDAAC):	"Leave Blank"
Accept at Other DoDAAC:	"Leave Blank"
LPO DoDAAC:	"Leave Blank"
DCAA Auditor DoDAAC:	"Leave Blank"
Other DoDAAC(s):	"Leave Blank"

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

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

POC: _____

ALT POC: _____

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

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

5252.201-9500 TECHNICAL POINT OF CONTACT (TPOC)(NAVAIR)(SEP 2012)

(a) The Technical Point of Contact (TPOC) for this contract is: (b) (6), AIR 4.5.14.3 (812) 863-(b) (6)

(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 technical POC 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 inquiries.

(d) The contractor shall immediately notify the Procuring Contracting Officer in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

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

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

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

5252.232-9522 TRANSPORTATION ACCOUNT CODES (NAVAIR) (OCT 2005)

(a) The contractor is responsible for placing the Government assigned Transportation Account Code (TAC) on shipping documentation to enable payment of transportation bills by the U.S. Government under contracts with F.O.B. origin terms.

(b) The applicable TAC for this contract is as follows: NVKB.

(c) For shipments that will require use of military airlift, complete an Advance Transportation Control and Movement Document (ATCMD, DD Form 1384) and provide it to the cognizant Air Clearance Authority. Include the contract number and applicable TAC on the ATCMD. Also, ensure the ATCMD contains information for special requirements such as:

- (1) Shipments to be accompanied by couriers or monitors;
- (2) Shipments requiring special handling such as environmental control, hand-to-hand receipt, hazardous/dangerous cargo, short shelf life material, sensitive shipments and classified cargo;
- (3) Shipments requiring expediting action or those that must move on a specific flight.

(d) The cognizant DCMA office may be contacted for additional information or assistance on preparation of shipping documents or other transportation concerns.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

(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 at <https://myinvoice.csd.disa.mil//index.html>.

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

H.1 FAIR OPPORTUNITY ORDERING PROCEDURES

Section B, Pricing Note B-2, establishes the firm-fixed pricing points for CLIN 0001 (Base Year) and Not-To-Exceed (NTE) pricing points for CLINs 0101, 0201, 0301, and 0401 (Option Years 1-4).

Sonobuoy requirements are typically fulfilled in the beginning of the Fiscal Year. The Government bases the annual quantity of AN/SSQ-125A sonobuoys procured on the available budget, to include Foreign Military Sales (FMS) and Cooperative Agreement budgets.

In the event the Government awards a multiple-award contract with two awardees, the following will apply:

The Government will award a minimum quantity of (b) (4) AN/SSQ-125A sonobuoys (inclusive of PV&V AN/SSQ-125A sonobuoys if needed) in the base year and will award a minimum quantity of (b) (4) AN/SSQ-125A sonobuoys for each option year to each MAC awardee that has a qualified sonobuoy design as evidenced by NAVAIR Form 4130 or successful completion of the PV&V phase.

Split awards are possible based on the best value to the Government as outlined below.

DETERMINATION OF AWARD QUANTITIES

IAW FAR 52.216-22, Indefinite Quantity, the Government's guaranteed minimum contractual ordering quantity of 1,093 AN/SSQ-125A sonobuoys will be satisfied with initial delivery order(s) in the base year. If PV&V units are required, then the first delivery order will be for 190 PV&V AN/SSQ-125A sonobuoys and the second delivery order will be a minimum of 903 AN/SSQ-125A sonobuoys.

The Government's AN/SSQ-125A sonobuoy award quantity (Base and Option Years) to each Offeror will be based on maximum quantity optimization. The Government will use an MS Excel optimization model that will determine the order quantities and distribution that will maximize the number of AN/SSQ-125A sonobuoys the Government can procure from each MAC awardee. The optimization model will utilize the Offeror's proposed pricing points (adjusted for Government costs of precious metals, if applicable) with the following constraints: minimum quantity as defined below, a maximum quantity of (b) (4) AN/SSQ-125A sonobuoys, available budget, and whole unit quantities. Based on the results of the optimization model, Offerors may not receive additional quantities beyond the minimum quantity set forth above or they may receive up to a maximum of (b) (4) AN/SSQ-125A sonobuoys (inclusive of the minimum).

Unit prices will be derived in accordance with the Section B, Pricing Notes.

For the Base Period, the unit price will be calculated based on the quantity of AN/SSQ-125A sonobuoys procured with the initial delivery order or orders.

For Option Periods 1-4 (FY20-23), the Contracting Officer will issue an RFP to each MAC awardee to give the opportunity to provide updated pricing for the quantity price points in accordance with the Section B Pricing Notes. Updated proposed prices shall not exceed the NTE pricing established in Section B at time of contract award.

On occasion, there are additional AN/SSQ-125A sonobuoy requirements within a FY. In the event that additional AN/SSQ-125A sonobuoys are required in a FY, they will be added with a modification to the awardee's delivery order with the lowest unit price, at the unit price established at the time of original delivery order award for that FY.

H.2 TASK AND DELIVERY ORDER OMBUDSMAN

The task order contract and delivery order contract ombudsman responsible for reviewing complaints from contractors on task order contracts and delivery order contracts is the Navy Competition Advocate General. Contractors should be encouraged to settle their complaints through the Competition Advocate chain of command,

seeking review by the Command Competition Advocate at the cognizant HCA before taking their complaints to the Navy Competition Advocate General.

The Command Competition Advocate for this contract is:

(b) (6) (NAVAIR - 2.0)

Phone: 301-757-(b) (6)

Email: (b) (6) @navy.mil

H.3 PV&V APPROVAL

PV&V approval is defined as an approved NAVAIR Form 4130:

- (a) Prior to PV&V approval, the acquisition of materials or components for, or the commencement of production of, DO 0002 is at the sole risk of the contractor.
- (b) The Government will not take acceptance of any DO 0002 production units prior to PV&V approval.
- (c) The contractor will not be eligible for any future DO awards until PV&V approval.

CLAUSES INCORPORATED BY FULL TEXT

5252.211- 9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
- (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
- (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

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

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

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

5252.223-9501 MATERIAL SAFETY DATA SHEET (MSDS)(NAVAIR) (APR 2009)

(a) The contractor shall forward an electronic copy of the Material Safety Data Sheet (MSDS) required under FAR Clause 52.223-3, "Hazardous Material Identification and Material Safety Data", to Mar-navyhmir@med.navy.mil and the Naval Inventory Control Point (NICP) at wraps.prime.fct@navy.mil.

(b) One copy of the MSDS shall be enclosed with the shipping documents. If the shipment is received without an attached copy of the MSDS, the Government has the right to refuse receipt.

5252.243-9505 ENGINEERING CHANGES (NAVAIR)(OCT 2005)

(a) After contract award, the Contracting Officer may solicit, and the contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed for reasons of economy, improved performance, or to resolve increased data processing requirements. If the proposed changes are acceptable to both parties, the contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

(b) This applies only to those proposed changes identified by the contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.

(2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.

(3) An estimate of the changes in performance costs, if any, that will result from adoption of the proposal.

(4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation.

(5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of the contract.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with the "Changes" clause.

(f) The contractor is requested to identify specifically any information contained in its engineering change proposal which it considers confidential and/or proprietary and which it prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be

binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2017) Alternate II	NOV 2016
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	OCT 2016
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-26	Equal Opportunity	SEP 2016

52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-13	Patent Rights--Ownership By The Government	DEC 2007
52.227-14	Rights in Data--General	MAY 2014
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
52.232-16 Alt III	Progress Payments (Apr 2012) - Alternate III	APR 2003
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-7	Notification Of Changes	JAN 2017
52.244-6	Subcontracts for Commercial Items	JAN 2017
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	OCT 2016

252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 2012
252.219-7003 (Dev)	Small Business Subcontracting Plan (DOD Contracts)--Basic (Deviation 2016-O0009)	AUG 2016
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Dec 2016)	DEC 2016
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2016
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7012	Preference For Certain Domestic Commodities	DEC 2016
252.225-7013	Duty-Free Entry--Basic (May 2016)	MAY 2016
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program	FEB 2014
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7002	Progress Payments For Foreign Military Sales Acquisitions	DEC 1991
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	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016

CLAUSES INCORPORATED BY FULL TEXT

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 [REDACTED] for the AN/SSQ-125A, 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 (b) (4) sonobuoy/devices;

(2) Any order for a combination of items in excess of (b) (4) sonobuoy/devices; or

(3) A series of orders from the same ordering office within 60 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 3 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 30 September 2025.

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the dates listed below. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

	Written Notice NLT Date	Option Exercise NLT Date
Option Period 1	30 September 2019	31 December 2019
Option Period 2	30 September 2020	31 December 2020
Option Period 3	30 September 2021	31 December 2021
Option Period 4	30 September 2022	31 December 2022

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

“Active duty wartime or campaign badge veteran”, “Armed Forces service medal veteran”, “disabled veteran”, “protected veteran”, “qualified disabled veteran”, and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JULY 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUNE 2016)

(a) Definition. As used in this clause -- "Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.

"Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____*_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall--

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by --

- (i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
- (ii) Contract number; and
- (iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after--

- (i) Annually by November 30 of each year during contract performance; and
- (ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap>.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil>.

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

N/A

252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2016)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud hotline poster prepared by the DoD Office of the Inspector General, in effect at the time of contract award, in common work areas within business segments performing work Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:--

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations - Hotline, (b) (6) Murry Lane SW, Washington, DC 20528-0305; or

(ii) Via the internet at https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg.

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or is also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the website.

(d) Subcontracts. The Contractor shall include this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

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

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

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

Deliverable Item

Precious Metal* Quantity (NSN and Nomenclature)

Silver – 1.17 Troy Ounces/buoy

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

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

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

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from Date of Award through 30 September 2023.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to-

- (1) A bona fide employee of the Contractor; or
- (2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

- (1) For sales to the Government(s) of, (list of countries can be made available upon request), contingent fees in any amount.
- (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)

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

- (1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
- (2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.
- (4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—
 - (i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
 - (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
- (6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.
- (7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed", the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.
- (8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.
 - (i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) "Government purpose rights" means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

(i) The reproduction, release, disclosure, or use is--

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to--

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

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

(16) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

- (iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
- (iv) Form, fit, and function data;
- (v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
- (vi) Corrections or changes to technical data furnished to the Contractor by the Government;
- (vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
- (ix) Data furnished to the Government, under this or any other Government contract or subcontract there under, with--
 - (A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired;
 - or
 - (B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

- (i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--
 - (A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or
 - (B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.
- (ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.
- (iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--
 - (A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or
 - (B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
- (iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

- (i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--
 - (A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or
 - (B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.
- (ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.
- (iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine

whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data. *

(iv) The Contractor acknowledges that--

(A) Limited rights data is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data*. All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data*. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure*.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on
the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be furnished with restrictions	Basis for assertion	Asserted rights category	Name of person asserting restrictions
(LIST)	(LIST)	(LIST)	(LIST).....
(1)	(2)	(3)	(4)

(1) If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

(2) Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

(3) Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

(4) Corporation, individual, or other person, as appropriate.

Date _____
 Printed Name and Title _____
 Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. _____
 Contractor Name _____
 Contractor Address _____
 Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights _____
 Contract No. _____
 Contractor Name _____
 Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

- (i) The Government has acquired, by any means, the same or greater rights in the data; or
- (ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS AND ATTACHMENTS

Exhibit A - CDRLs A001-A00M (DD Form 1423)

CDRL #	DESCRIPTION
A001	Design Data and Calculations, Full Sonobuoy Package, AN/SSQ-125A
A002	Design Data and Calculations, Air Safety Certification Design Data, AN/SSQ-125A
A003	Design Data and Calculations, Hazards of Electromagnetic Radiation to Ordnance (HERO) and Electromagnetic Interference (EMI) Design Data, AN/SSQ-125A
A004	Design Data and Calculations, Electro Static Design (ESD) Design Data, AN/SSQ-125A
A005	Design Data and Calculations, Lithium Battery Design Data, AN/SSQ-125A
A006	Design Data and Calculations, Hazardous Materials Handling and Disassembly Safety Precautions Design Data and Safety Data sheets, AN/SSQ-125A,
A007	Test Plan, AN/SSQ-125A
A008	Test/Inspection Report, AN/SSQ-125A
A009	Failure Analysis and Corrective Action Report, AN/SSQ 125A
A00A	Request for Variance (RFV), AN/SSQ-125A
A00B	Management Plan, Quality Plan, AN/SSQ-125A
A00C	Photographic Requirements, AN/SSQ-125A
A00D	Technical Report, Bar Code Identification Report, AN/SSQ-125A
A00E	Test Scheduling Report, AN/SSQ-125A
A00F	Status Report, Monthly Status Report, AN/SSQ-125A
A00G	Production Status Report, Industrial Base Program (IBP) Questionnaire, AN/SSQ-125A
A00H	Engineering Change Proposal, AN/SSQ-125A
A00J	Manufacturing Plan, AN/SSQ-125A
A00K	Technical Report, Manufacturing Maturation Plan, AN/SSQ-125A
A00L	Management Plan/Cost and Rework Summary Report

(b) (4)

Exhibit B – CDRL Attachments for A001-A00M

CDRL Attachment #	DESCRIPTION
Attachment for A001	Design Data and Calculations, Full Sonobuoy Package, AN/SSQ-125A
Attachment for A002	Design Data and Calculations, Air Safety Certification Design Data, AN/SSQ-125A
Attachment for A003	Design Data and Calculations, Hazards of Electromagnetic Radiation to Ordnance (HERO) and Electromagnetic Interference (EMI) Design Data, AN/SSQ-125A
Attachment for A004	Design Data and Calculations, Electro Static Design (ESD) Design Data, AN/SSQ-125A
Attachment for A005	Design Data and Calculations, Lithium Battery Design Data, AN/SSQ-125A
Attachment for A006	Design Data and Calculations, Hazardous Materials Handling and Disassembly Safety Precautions Design Data and Safety Data sheets, AN/SSQ-125A,
Attachment for A00C	Photographic Requirements, AN/SSQ-125A
Attachment for A00D	Technical Report, Bar Code Identification Report, AN/SSQ-125A
Attachment for A00E	Test Scheduling Report, AN/SSQ-125A
Attachment for A00F	Status Report, Monthly Status Report, AN/SSQ-125A
Attachment for A00G	Production Status Report, Industrial Base Program (IBP) Questionnaire, AN/SSQ-125A
Attachment for A00K	Technical Report, Manufacturing Maturation Plan, AN/SSQ-125A
Attachment for A00L	Management Plan/Cost and Rework Summary Report
Attachment for A00M	Priced Bill of Material (PBOM), AN/SSQ-125A

Exhibit C - Drawings

Drawing	Description
NAVAIR DL & Drawing 1458AS202	Container assembly, sonobuoy, unsealed, CNU/239E
NAVSEA DL & Drawings 7375860 – 7375875	36 and 48 Unit Pallet Assembly

NAVAIR Drawing 3065AS100 Rev. A	'A' Size Store Launch Container
NAVAIR DL844AS275 & Drawings	Initiator, JAU-22/B

Attachments:

DOCUMENT TYPE	DESCRIPTION	DATE
Attachment 1	PRODUCTION SONOBUOY SPECIFICATION for AN/SSQ-125A MULTI-STATIC ACTIVE COHERENT SOURCE SONOBUOY PMA264-00008/R-A	08/15/17
Attachment 2	PSS Appendix A LAUNCHER CONTAINER, "A" SIZE SONOBUOY LAU-126/A "A" SIZE SONOBUOY LAUNCHER CONTAINER (SLC) REVA CHG4	06/26/14
Attachment 3	PSS Appendix B SONOBUOY DECELERATOR EFFECTIVE DRAG AREA, BALLISTIC COEFFICIENT AND PARACHUTE CONSTRUCTION REQUIREMENTS REVA- CHG4	06/04/15
Attachment 4	PSS Appendix C PRODUCTION SONOBUOY PROGRAM MARKING REQUIREMENTS REVC CHG2	11/03/16
Attachment 5	PSS Appendix D PRODUCT ASSURANCE REQUIREMENTS FOR SONOBUOY PROCUREMENTS REVB CHG4	09/09/16
Attachment 6	PSS Appendix E REQUIREMENTS FOR THE SONOBUOY COMMAND FUNCTION SELECTION SYSTEM REVA CHG3	01/29/13
Attachment 7	PSS Appendix F HAZARDS OF ELECTROMAGNETIC RADIATION TO ORDNANCE (HERO) CERTIFICATION REQUIREMENTS FOR PRODUCTION AND DEVELOPMENT SONOBUOYS REV- CHG4	01/27/16
Attachment 8	PSS Appendix G PALLET LOADING REQUIREMENTS REV- CHG3	01/29/13
Attachment 9	PSS Appendix H SONOBUOY REQUIREMENTS FOR THE CONTROL OF RADIATED ELECTROMAGNETIC INTERFERENCE (EMI) REVA CHG3	01/29/13
Attachment 10	Contract Security Classification Specification (DD Form 254)	07/14/16
Attachment 11	Standard Operating Procedure for Laboratory & Ocean Testing of Sonobuoys, SLCs and Associated Packaging (4.5.14-SOP-004 REVH CHG0)	08/15/17
Attachment 12	Open Ocean Test Defect Criteria (REV E CHG 0)	08/15/17
(b) (4)		09/28/18
Attachment 14	List of Potential Production CLIN Material Mailing Addresses	03/29/17