



SPECIAL U.S. GOVERNMENT PROVISIONS

Program Description: MSST

Prime Contract Number: MSST

Prime Contract Mod:

Prime RFP Number: N00019-07-R-0089

Prime Award Date:

Priority Rating:

Prime Contract Type: CPIF

Clause	Rev Date	Title / Clause Text / Comment	Applicability
52.202-1	7/14/2004	Definitions.	This Order and Orders at all tiers if over \$100,000 (except for commercial items).
52.203-3	4/1/1984	Gratuities.	This Order.
52.203-5	4/1/1984	Covenant Against Contingent Fees.	This Order.
52.203-6	9/1/2006	Restrictions on Subcontractor Sales to the Government.	This Order and Orders at all tiers if over \$100,000 (except for commercial items).
52.203-7	7/14/1995	Anti-Kickback Procedures. Delete paragraph (c) (1). By acceptance of this Order, Seller certifies that it is in full compliance with the provisions of the Anti-Kickback Act of 1986, 41 U.S.C. 51-58, and Seller represents that it has not directly or indirectly provided, attempted to provide, or offered to provide, solicited, accepted, or attempted any kickback; i.e., money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind to/from any prime contractor or prime contractor employee for the purpose of improperly obtaining favorable treatment in connection with a proposed or awarded subcontract relating to a prime contract. In addition to any other remedies provided by law under this order, if Buyer is subjected to any liability as a result of Seller's or its lower tier subcontractors' failure to comply with the requirements of this clause, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (except profit) resulting from such failure.	This Order and Orders at all tiers if over \$100,000 (except for commercial items).
52.203-8	1/1/1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	This Order.
52.203-10	1/1/1997	Price or Fee Adjustment for Illegal or Improper Activity.	This Order.
52.203-11	9/1/2005	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. Seller shall complete and return to Buyer the following forms with its offer: -- AC-1079, Section IV, Certification for Limitations on the Payment of Funds to Influence Federal Transactions. -- AD-102 (Standard Form LLL), Disclosure of Lobbying Activities (when applicable). Failure of Seller or Seller's subcontractors to comply with the terms of Public Law 101-121 shall be grounds for Termination For Default of this Order.	This Order and Orders at all tiers if over \$100,000 (except for commercial items).
52.203-12	9/1/2005	Limitation on Payments to Influence Certain Federal Transactions. Seller shall obtain disclosure forms when applicable from subcontractors at all tiers. Seller shall forward its disclosure form and lower tier subcontractor's disclosure to Buyer ten (10) days prior to the end of each calendar quarter in which	This Order and Orders at all tiers if over \$100,000.

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		there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed.	
52.204-2	8/1/1996	Security Requirements.	This Order and Orders at all tiers that involve access to classified information (except for commercial items).
52.209-5	12/1/2001	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.	No flowdown.
52.209-6	9/1/2006	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. By acceptance of this Order, Seller certifies to the best of its knowledge and belief that Seller is not presently debarred, suspended, proposed for debarment or declared ineligible for award of contracts by any Federal agency. Seller agrees to provide immediate notification to Buyer of any future ineligibility to receive Federal contracts after placement of this Order.	This Order if over \$30,000.
52.211-5	8/1/2000	Material Requirements.	This Order.
52.211-15	9/1/1990	Defense Priority and Allocation Requirements.	This Order if performed in the U.S., its possessions, or territories and a rated order.
52.215-21 Alt I	10/1/1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997)	This Order.
52.215-2	6/1/1999	Audit and Records – Negotiation.	This Order and Orders at all tiers if over \$100,000 and (1) if cost reimbursement, incentive, time and material, labor hour, or price-redeterminable type or combination of these; (2) for which cost or pricing data are required; or (3) that require the Seller to furnish reports as discussed in paragraph (c) of this clause (except for commercial items).
52.215-11	10/1/1997	Price Reduction for Defective Cost or Pricing Data – Modifications. The provisions of this clause shall apply only if this Order is placed under a Government Prime or higher tiered subcontract. This clause is applicable when certified cost or pricing data is required for Order modification and FAR	This Order and Orders and modifications at all tiers where Seller or Seller's subcontractors submit cost or pricing data which is thereafter certified.

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		52.215-10 is not applicable; the obligations which shall indemnify and hold Buyer harmless from any loss, damage and/or expense, including burden and profit, incurred by Buyer as a result of Seller or its subcontractor's failure to comply with the requirements of FAR 52.215-13 and this clause, including failure, upon reasonable notice from Buyer, to provide accurate, complete and current updated cost or pricing data as of all dates specified by Buyer. The price or cost and fee of this Order shall be reduced by the loss, damage, and/or expense including burden and profit, incurred by Buyer and the contract shall be modified in writing as may be necessary to reflect such reduction. Seller shall immediately repay to Buyer any such sums previously paid by Buyer which are in excess of the unit or total order price as reduced hereunder.	
52.215-12	10/1/1997	Subcontractor Cost or Pricing Data. The certificate required by paragraph (b) is that set forth in FAR 15.406-2, substituting Buyer's name for "Contracting Officer".	This Order and Orders and modifications at all tiers where Seller or Seller's subcontractors submit cost or pricing data which is thereafter certified (except for commercial items).
52.215-13	10/1/1997	Subcontractor Cost or Pricing Data – Modifications. The certificate required by paragraph (c) is that set forth in FAR 15.406-2, substituting Buyer's name for "Contracting Officer."	This Order and Orders and modifications at all tiers where Seller or Seller's subcontractors submit cost or pricing data which is thereafter certified (except for commercial items).
52.215-14	10/1/1997	Integrity of Unit Prices. Delete Paragraph (b).	This Order if over \$100,000 (except for commercial items).
52.215-15	10/1/2004	Pension Adjustments and Asset Reversions.	This Order if Seller submits cost or pricing data which is thereafter certified or which any preaward or post award cost determinations will be subject to FAR Part 31 (except for commercial items).
52.215-18	7/14/2005	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	This Order and Orders and modifications at all tiers where Seller or Seller's subcontractors submit cost or pricing data which is thereafter certified or for which any preaward or postaward cost determinations will be subject fo FAR Part 31.
52.215-19	10/1/1997	Notification of Ownership Changes.	This Order if Seller submits cost or pricing

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			data which is thereafter certified or which any preaward or postaward cost determinations will be subject to FAR Subpart 31.2 (except for commercial items).
52.215-20	10/1/1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data.	This Order.
52.216-7	12/1/2002	Allowable Cost and Payment.	This Order if cost type.
52.216-10	3/1/1997	Incentive Fee.	This Order if cost plus incentive fee.
52.219-9 Alt 1	10/1/2001	Small Business Subcontracting Plan	This Order if over \$550,000 (\$1,000,000 for construction of any public facility) and performed in the U.S., its territories and possessions, District of Columbia, and the Commonwealth of Puerto Rico, including Orders with foreign suppliers manufacturing product back into such locations. (Small business concerns and commercial items are exempt).
52.219-8	5/1/2004	Utilization of Small Business Concerns.	This Order if over \$100,000 and performed in the U.S., its territories and possessions, District of Columbia, and the Commonwealth of Puerto Rico.
52.222-2	7/1/1990	Payment for Overtime Premiums. In Paragraph (a), the asterick = zero (0).	This Order if cost type.
52.222-3	6/1/2003	Convict Labor.	This Order.
52.222-18	2/1/2001	Certification Regarding Knowledge of Child Labor for Listed End Products.	This Order if 52.222-6 applies.
52.222-20	12/1/1996	Walsh-Healey Public Contracts Act.	This Order and Orders at all tiers exceeding \$10,000 if performed in the U.S., Puerto Rico and the Virgin Islands.

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52.222-21	2/1/1999	Prohibition of Segregated Facilities.	This Order if over \$10,000 (except for commercial items).
52.222-22	2/1/1999	Previous Contracts and Compliance Reports.	This Order if over \$10,000 (except for commercial items).
52.222-24	2/1/1999	Preaward On-Site Equal Opportunity Compliance Evaluation.	This Order if \$10,000,000 or more.
52.222-25	4/1/1984	Affirmative Action Compliance.	This Order if over \$10,000.
52.222-26	3/1/2007	Equal Opportunity. Paragraphs (c)(1) through (c)(11) only.	This Order and Orders at all tiers over \$10,000 if performed in the U.S.
52.222-35	9/1/2006	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era; all Orders of \$100,000 or more.
52.222-36	6/1/1998	Affirmative Action for Workers With Disabilities.	This Order if over \$10,000.
52.222-37	9/1/2006	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	This Order if \$100,000 or more (except for commercial items).
52.223-3	1/1/1997	Hazardous Material Identification and Material Safety Data.	This Order and Orders at all tiers involving hazardous material.
52.223-11	5/1/2001	Ozone-Depleting Substances.	This Order and Orders at all tiers involving supplies containing or manufactured with Class I or Class II ozone-depleting substances for containers of Class I or Class II ozone-depleting substances.
52.223-14	8/1/2003	Toxic Chemical Release Reporting.	This Order if over \$100,000 (including all options) involving SIC designations of Major

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		Delete paragraph (e).	Groups 20 through 39 at FAR 19.102 (except for commercial items).
52.225-8	2/1/2000	Duty-Free Entry. U.S. Sellers are required to notify Buyer's contracting officer upon Seller's award of any Order to a foreign supplier involving supplies eligible for duty-free entry. Such notification shall include the information required by the above clause and be directed to the buyer. Contact buyer for the total dollar value of the prime contract and the prime contract expiration data. NOTE: If U.S. Seller has been awarded a fixed-price Order based on providing a domestic end product or component, U.S. Seller cannot subsequently furnish a foreign end product or component (including a qualifying country end product or component) and receive a duty-free certificate without an appropriate reduction in Seller's Order price.	This Order and Orders at all tiers if over \$10,000 (except for commercial items).
52.225-13	2/1/2006	Restrictions on Certain Foreign Purchases.	This Order and Orders at all tiers (except for commercial items).
52.227-1 Alt 1	4/1/1984	Authorization and Consent.	This Order and Orders at all tiers if over \$100,000 (except for commercial items).
52.227-2	8/1/1996	Notice and Assistance Regarding Patent and Copyright Infringement.	This Order and Orders at all tiers if over \$100,000 (except for commercial items).
52.227-6	4/1/1984	Royalty Information.	This Order and Orders at all tiers where royalties exceed \$250 (except for commercial items).
52.227-10	4/1/1984	Filing of Patent Applications -- Classified Subject Matter.	This Order and Orders at all tiers that cover or are likely to cover classified subject matter (except for commercial items).
52.227-12	1/1/1997	Patent Rights -- Retention by the Contractor (Long Form). NOTE: If this clause is in the prime contract, 52.227-11 is also applicable.	This Order and Orders at all tiers for experimental, developmental, or research work (small business firms or non-profit organizations exempt) (except for commercial items)..
52.230-2	4/1/1998	Cost Accounting Standards.	This Order and Orders and modifications at

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		The certificate required by paragraph (b) is that set forth in FAR 15.406-2, substituting Buyer's name for "Contracting Officer".	all tiers where CAS is applicable (except for commercial items).
52.232-17	6/1/1996	Interest.	This Order.
52.232-20	4/1/1984	Limitation of Cost. In Paragraph (b) (1), the time period = ninety (90) days.	This Order if cost-type and fully funded.
52.232-22	4/1/1984	Limitation of Funds. In Paragraph (c) (1), the time period = ninety (90) days.	This Order if cost-type and incrementally funded.
52.233-3 Alt 1	6/1/1985	Protest After Award.	This Order if fixed price.
52.233-4	10/1/2004	Applicable Law for Breach of Contract Claim.	This Order.
52.234-1	12/1/1994	Industrial Resources Developed Under Defense Production Act Title III.	This Order and Orders at all tiers for major systems and items of supply (except for commercial items).
52.234-4	7/1/2006	Earned Value Management System.	This Order if EVMS is a requirement.
52.242-1	4/1/1984	Notice of Intent to Disallow Costs.	This Order if cost-type or fixed price incentive.
52.242-3	5/1/2001	Penalties for Unallowable Costs.	This Order if cost-type or fixed-price incentive over \$500,000.
52.242-13	7/1/1995	Bankruptcy.	This Order.
52.242-15	8/1/1989	Stop-Work Order.	This Order if fixed price.

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52.243-2 Alt V	4/1/1984	Changes -- Cost-Reimbursement (Aug 1987)	This Order if cost-reimbursement.
52.243-2	8/1/1987	Changes -- Cost-Reimbursement.	This Order if cost-reimbursement.
52.243-7	4/1/1984	Notification of Changes. In paragraph (b), the time period = fifteen (15) days and in paragraph (d), the time period = fifteen (15) days.	This Order if over \$1,000,000.
52.244-2	6/1/2007	Subcontracts.	This Order and Orders at all tiers if: Cost-Reimbursement; or Letter Contract which exceeds \$100,000; or Fixed-Price which exceeds \$100,000 under unpriced contract actions (including unpriced modifications or unpriced delivery orders); or Time-and-Materials which exceeds \$100,000; or Labor-Hour which exceeds \$100,000.
52.244-6	3/1/2007	Subcontracts for Commercial Items.	This Order and Orders at all tiers for supplies or services other than commercial items.
52.245-5 Dev	5/1/2004	Government Property (Cost-Reimbursement, Time-and- Material, or Labor-Hour Contracts). [DoD-- Deviation, per DAR Tracking Number 99-O0008, 13 July 99, until FAR is revised] As prescribed in 45.106(f)(1), insert the following clause: GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (MAY 2004) (DEV) (a) Government-furnished property. (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-- (i) All or substantially all of the Contractor's business; (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or (iii) A separate and complete major industrial operation connected with performing this contract. (2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-	This Order if Seller utilizes Government-furnished property, or Buyer-furnished Government property, or Seller-acquired property to which the Government has title.

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		<p>furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").</p> <p>(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.</p> <p>(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.</p> <p>(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.</p> <p>(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.</p> <p>(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--</p> <p>(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or</p> <p>(ii) Withdrawal of authority to use property, if provided under any other contract or lease.</p> <p>(c) Title.</p> <p>(1) The Government shall retain title to all Government-furnished property.</p> <p>(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.</p> <p>(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--</p> <p>(i) Issuance of the property for use in contract performance;</p> <p>(ii) Commencement of processing of the property for use in contract performance; or</p> <p>(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.</p> <p>(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.</p> <p>(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.</p> <p>(e) Property administration.</p> <p>(1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.</p> <p>(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.</p>	

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		<p>(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.</p> <p>(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.</p> <p>(g) Limited risk of loss.</p> <p>(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.</p> <p>(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--</p> <p>(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;</p> <p>(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;</p> <p>(iii) For which the Contractor is otherwise responsible under the express terms of this contract;</p> <p>(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or</p> <p>(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.</p> <p>(3)</p> <p>(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.</p> <p>(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--</p> <p>(A) Did not result from the Contractor's failure to maintain an approved program or system; or</p> <p>(B) Occurred while an approved program or system was maintained by the Contractor.</p> <p>(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.</p> <p>(5) [The contractor shall notify the contracting officer u]pon loss or destruction of, or damage to, government property provided under this contract, [with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. T]he Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--</p>	

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		<p>(i) The lost, destroyed, or damaged Government property;</p> <p>(ii) The time and origin of the loss, destruction, or damage;</p> <p>(iii) All known interests in commingled property of which the Government property is a part; and</p> <p>(iv) The insurance, if any, covering any part of or interest in such commingled property.</p> <p>(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.</p> <p>(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.</p> <p>(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.</p> <p>(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.</p> <p>(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--</p> <p>(1) Any delay in delivery of Government-furnished property;</p> <p>(2) Delivery of Government-furnished property in a condition not suitable for its intended use;</p> <p>(3) A decrease in or substitution of Government-furnished property; or</p> <p>(4) Failure to repair or replace Government property for which the Government is responsible.</p> <p>(i) Government property disposal. Except as provided in paragraphs (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.</p> <p>(1) Scrap.</p> <p>(i) Contractor with an approved scrap procedure.</p> <p>(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.</p> <p>(B) For scrap form other than production or testing, the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft</p>	

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		<p>or aircraft parts and scrap that--</p> <p>(7) Requires demilitarization;</p> <p>(8) Is a classified item;</p> <p>(9) Is generated from classified items;</p> <p>(10) Contains hazardous materials or hazardous wastes;</p> <p>(11) Contains precious metals; or</p> <p>(12) Is dangerous to the public health, safety, or welfare.</p> <p>(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.</p> <p>(2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:</p> <p>(i) May purchase the property at the acquisition cost.</p> <p>(ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).</p> <p>(iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.</p> <p>(3) Inventory disposal schedules.</p> <p>(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--</p> <p>(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and</p> <p>(B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.</p> <p>(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.</p> <p>(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--</p> <p>(A) Special test equipment with commercial components;</p> <p>(B) Special test equipment that does not contain commercial components;</p> <p>(C) Printing equipment;</p> <p>(D) Computers, components thereof, peripheral equipment, and related equipment;</p> <p>(E) Precious Metals;</p> <p>(F) Nonnuclear hazardous materials or hazardous wastes; or</p> <p>(G) Nuclear materials or nuclear wastes.</p> <p>(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.</p>	

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		<p>(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--</p> <p>(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;</p> <p>(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or</p> <p>(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.</p> <p>(5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.</p> <p>(6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer as least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.</p> <p>(7) Storage.</p> <p>(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule, might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.</p> <p>(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility must be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.</p> <p>(8) Disposition instruction.</p> <p>(i) If the government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.</p> <p>(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.</p> <p>(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.</p> <p>(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the cost of work covered by this contract, or to the Government as directed by the Contracting Officer.</p> <p>(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.</p> <p>(j) Abandonment of Government property.</p> <p>(1) The Government will not abandon sensitive Government property without the Contractor's written consent;</p> <p>(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.</p> <p>(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable</p>	

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		adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.	
		(k) Communications. All communications under this clause shall be in writing.	
		(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.	
		(End of clause)	
52.245-9	8/1/2005	Use and Charges.	This Order if fixed price and seller utilizes Government property on other than a rent-free basis.
52.246-8	5/1/2001	Inspection of Research and Development -- Cost-Reimbursement.	This Order if fixed price and for Research and Development.
52.246-24	2/1/1997	Limitation of Liability -- High-Value Items.	This Order.
52.247-34	11/1/1991	F.o.b. -- Destination.	If subcontractor performs move on behalf of prime.
52.247-55	6/1/2003	F.o.b. -- Point for Delivery of Government-Furnished Property.	This Order if Government-furnished property is furnished directly to the subcontractor.
52.252-2	2/1/1998	Clauses Incorporated by Reference.	This Order.
252.203-7001	12/1/2004	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	This Order and Orders at all tiers over \$100,000 (except for commercial items).
252.209-7001	10/1/2006	Disclosure of Ownership or Control by the Government of a Terrorist Country.	This Order.
252.209-7002	6/1/2005	Disclosure of Ownership or Control by a Foreign Government.	This Order.
252.209-7003	11/29/2005	Reserved.	

Clause	Rev Date	Title / Clause Text / Comment	Applicability
252.209-7004	12/1/2006	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country.	This Order if over \$25,000.
252.211-7000	12/1/1991	Acquisition Streamlining.	This Order and Orders at all tiers if over \$1,000,000 (except for commercial items).
252.211-7003	6/1/2005	Item Identification and Valuation.	If paragraph (c)(1) of this clause applies, the contractor shall include this clause in all subcontracts (at all tiers) issued under the contract.
252.215-7000	12/1/1991	Pricing Adjustments.	Applicable only if this Order involves certified cost or pricing data.
252.215-7002	12/1/2006	Cost Estimating System Requirements.	This Order if Seller is a large business and cost or pricing data is required.
252.219-7003	4/1/2007	Small Business Subcontracting Plan (DoD Contracts).	This Order if over \$550,000 and performed in the U.S., its territories and possessions, District of Columbia, and the Commonwealth of Puerto Rico, including Orders with foreign suppliers manufacturing product back into such locations. (Small business concerns are exempt.)
252.219-7004	4/1/2007	Small Business Subcontracting Plan (Test Program).	This Order if over \$550,000 and performed in the U.S., its territories and possessions, District of Columbia, and the Commonwealth of Puerto Rico, including Orders with foreign suppliers manufacturing product back into such locations. (Small business concerns are exempt.)
252.223-7001	12/1/1991	Hazard Warning Labels.	This Order and Orders at all tiers involving hazardous materials.
252.223-7002	5/1/1994	Safety Precautions for Ammunition and Explosives.	This Order and Orders at all tiers involving ammunition or explosives (except for commercial items).

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		By acceptance of this Order, Seller hereby certifies that it is in compliance with DoD Contractor's Safety Manual for Ammunition and Explosives (DoD 4145.26-M) or one of the following: AF127-100, OP5, or AMCR385-100, in effect on the date of this Order. Any surveillance performed by the Buyer in this respect shall be informational purposes only and may not be construed as an affirmation determination of Seller's compliance. Noncompliance with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives will result in sanctions as mandated by the FAR clause 25-223-7002 and/or any rights or remedies provided elsewhere in this Order or in law. Seller agrees that if, subsequent to the effective date of this Order, Seller receives "needs improvement" or "unsatisfactory" rating as a result of any Government safety audit (whether related to this Order or not. Seller shall immediately notify Buyer in writing of such notifications and provide a corrective plan to Buyer upon request.	
252.223-7003	12/1/1991	Change in Place of Performance--Ammunition and Explosives. Seller agrees that if ammunition and explosives utilized for performance of this Order are handled at any location(s) other than the location(s) Seller identified in its offer, Seller shall immediately notify Buyer in writing and undergo a "change in place of performance" review by the Government prior to introducing ammunition and explosives to the new location(s). No change in Seller's place of performance of this Order shall occur until Seller receives written approval from Buyer.	This Order if it involves ammunition or explosives.
252.223-7006	4/1/1993	Prohibition on Storage and Disposal of Toxic and Hazardous Materials.	This Order and Orders at all tiers which require, may require, or permit Seller performance on a DoD installation (except for commercial items).
252.223-7007	9/1/1999	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives.	This Order and Orders at all tiers involving arms, ammunition, and explosives (except for commercial items).
252.225-7000	6/1/2005	Buy American Act--Balance of Payments Program Certificate. By acceptance of this Order, Seller hereby certifies that each end product is a domestic end product as defined in 252.225-7001, Buy American Act and Balance of Payments Program, and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States as a qualifying country.	This Order.
252.225-7001	6/1/2005	Buy American Act and Balance of Payments Program.	This Order.
252.225-7002	4/1/2003	Qualifying Country Sources as Subcontractors.	This Order.
252.225-7003	12/1/2006	Report of Intended Performance Outside the United States and Canada—Submission with Offer.	This Order if it exceeds \$550,000.
252.225-7004	12/1/2006	Report of Intended Performance Outside the United States and Canada—Submission after Award.	This Order if it exceeds \$550,000.

Clause	Rev Date	Title / Clause Text / Comment	Applicability
252.225-7006	5/1/2007	Quarterly Reporting of Actual Contract Performance Outside the United States.	All first-tier subcontracts exceeding \$550,000 (except for commercial items).
252.225-7013	10/1/2006	Duty-Free Entry.	This Order and all tiers.
252.225-7016	3/1/2006	Restriction on Acquisition of Ball and Roller Bearings.	This Order and Orders at all tiers containing ball or roller bearings (except for commercial items).
252.225-7025	7/1/2006	Restriction on Acquisition of Forgings.	This Order and Orders at all tiers containing forging items (except for commercial items).
252.225-7032	4/1/2003	Waiver of United Kingdom Levies—Evaluation of Offers.	This Order and Orders at all tiers exceeding \$1,000,000 with a United Kingdom firm is anticipated.
252.225-7033	4/1/2003	Waiver of United Kingdom Levies.	This Order and Orders at all tiers exceeding \$1,000,000 with a United Kingdom firm is anticipated.
252.226-7001	9/1/2004	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	This Order and Orders at all tiers if over \$500,000.
252.227-7000	10/1/1966	Non-Estoppel.	This Order.
252.227-7013	11/1/1995	Rights in Technical Data--Noncommercial Items.	This Order and Orders at all tiers requiring the development, acquisition, or delivery of technical data or computer software.
252.227-7014	6/1/1995	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.	This Order and Orders at all tiers requiring the delivery of noncommercial computer software or computer software documentation (except for commercial items).

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252.227-7016	6/1/1995	Rights in Bid or Proposal Information.	This Order and Orders at all tiers (except for commercial items).
252.227-7017	6/1/1995	Identification and Assertion of Use, Release, or Disclosure Restrictions.	This Order.
252.227-7019	6/1/1995	Validation of Asserted Restrictions--Computer Software.	This Order and Orders at all tiers requiring the furnishing of computer software (except for commercial items).
252.227-7025	6/1/1995	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.	This Order and Orders at all tiers requiring the development, acquisition, or delivery of technical data or computer software.
252.227-7027	4/1/1988	Deferred Ordering of Technical Data or Computer Software.	This Order and Orders at all tiers requiring the development, acquisition, or delivery of technical data or computer software.
252.227-7028	6/1/1995	Technical Data or Computer Software Previously Delivered to the Government.	This Order and Orders at all tiers requiring the development, acquisition, or delivery of technical data or computer software or computer software documentation.
252.227-7037	9/1/1999	Validation of Restrictive Markings on Technical Data.	This Order and Orders at all tiers requiring the development, acquisition, or delivery of technical data (except for commercial items).
252.228-7005	12/1/1991	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles.	This Order if work involves the manufacture, modification, overhaul, or repair of these items (except for commercial items)
252.231-7000	12/1/1991	Supplemental Cost Principles.	This Order and Orders at all tiers.
252.235-7003	12/1/1991	Frequency Authorization.	This Order and Orders at all tiers involving development, production, construction, testing, or operation of a device for which radio frequency authorization is required (except for commercial items).

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252.242-7001	3/1/2005	Notice of Earned Value Management System.	This Order if agreed to by government and prime.
252.242-7002	3/1/2005	Earned Value Management System.	This Order if agreed to by government and prime.
252.242-7006	3/1/2005	Cost/Schedule Status Report Plans.	This Order if other than FFP and extends beyond 12 months.
252.243-7002	3/1/1998	Requests for Equitable Adjustment.	This Order.
252.244-7000	1/1/2007	Subcontracts for Commercial Items and Commercial Components (DoD Contracts).	This Order and all tiers.
252.245-7001	5/1/1994	Reports of Government Property.	This Order and all tiers if subcontractor will have government property.
252.246-7001	12/1/1991	Warranty of Data.	This Order and Orders at all tiers requiring delivery of technical data.
252.247-7022	8/1/1992	Representation of Extent of Transportation by Sea.	This Order and Orders at all tiers if over \$25,000.
252.247-7023	5/1/2002	Transportation of Supplies by Sea. 1. In the performance of any resulting order, Seller shall furnish to the Buyer the rated onboard vessel operating carriers' ocean-bill-of-lading on all shipments by sea using a U.S. flag vessel within twenty (20) days after shipment. 2. In the performance of any resulting order, Seller shall notify Buyer sixty (60) days prior to shipment to obtain approval to transport by sea using other than a U.S. flag vessel.	This Order and Orders at all tiers if over \$100,000.
252.247-7024	3/1/2000	Notification of Transportation of Supplies by Sea. If after award of this Order, Seller learns that supplies will be transported by sea, Seller shall immediately notify Buyer in writing and hereby agrees to comply with the requirements of Clause 252.247-7023 as stated herein.	This Order and Orders at all tiers except commercial items or components.

Clause	Rev Date	Title / Clause Text / Comment	Applicability
252.249-7002	12/1/2006	Notification of Anticipated Contract Termination or Reduction.	This Order and Orders at all tiers if \$100,000 or more (except for commercial items).
5252.2049504	1/1/2007	<p>DISCLOSURE OF CONTRACT INFORMATION (JAN 2007)</p> <p>(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.</p> <p>(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.</p> <p>(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.</p>	
5252.2159511	5/1/1998	<p>REALISM OF COST PROPOSALS (NAVAIR) (MAY 1998)</p> <p>(a) An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally, if a corporate policy has been made to absorb a portion of the estimated cost, that should be stated in the proposal and the contract will include a clause which requires the offeror to absorb that portion of costs reflected in its cost proposal.</p> <p>(b) Any significant inconsistency if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and of his financial ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the offeror.</p>	
5252.2239000	10/1/1997	<p>DoN ADDITIONAL SAFETY REQUIREMENTS APPLICABLE TO SPECIFIED GOVERNMENT FURNISHED AMMUNITION AND EXPLOSIVES (OCT 1997)</p> <p>The following additional safety requirements apply to Government Furnished Material (GFM) Ammunition and Explosives (A&E) containing nitrocellulose-based propellants and/or nitrate ester-based materials (such as nitroglycerin,) or such other similar A&E provided as GFM and designated by the Contracting Officer which have a tendency to become chemically unstable over time:</p> <p>(a) The Contractor shall maintain inventory control records of potentially unstable GFM A&E by National Stock Number (NSN) or part number, lot number, nomenclature, storage location, quantity and date of receipt.</p> <p>(b) The Contractor shall comply with any Government notice concerning any restrictions, suspensions and limitations imposed by the cognizant Government component on GFM A&E to ensure that the materials are safe for continued storage.</p> <p>(c) Upon receipt of a notice from the Government of reclassification actions taken by the Government that render GFM A&E unserviceable, suspended or restricted, the Contractor shall immediately follow the instructions contained within the notice.</p> <p>(d) When directed by the Government, the Contractor shall ship samples of GFM A&E in its possession to Government testing facilities. GFM A&E samples will be shipped with the Contract Number, NSN or part number, lot number, nomenclature and quantity clearly marked on the Bill of Lading. Failure to comply may result in rejection and/or disposal of the material at the destination at the expense of the Contractor. Any costs associated with the rejection and/or disposal of non-compliant or unauthorized shipments shall be borne by the Contractor.</p> <p>(e) Within 30 days of completion or termination of the contract, the Contractor shall request disposition instructions from the Contracting Officer for any residual, unserviceable, suspended or restricted GFM A&E. The Contracting Officer shall provide disposition instructions to the Contractor not later than 90 days after they are requested.</p> <p>(f) If disposition instructions direct shipment to a Government disposal or storage activity, the Contractor shall obtain verification of the contents and marking by the contract administration office Quality Assurance Representative prior to shipment. Additionally, the Contractor shall notify the receiving activity 30 days prior to shipment and provide a detailed list of GFM A&E being returned. Returned materials will be shipped with the Contract Number, NSN or part number, lot number, nomenclature and quantity clearly marked. Failure to comply may result in rejection and/or disposal of the material at the destination at the expense of the Contractor. Any costs associated with the rejection and/or disposal of non-compliant or unauthorized shipments shall be borne by the Contractor.</p> <p>(g) If the Contractor has the capability to dispose of these materials at its facility and has been instructed to do so through disposition</p>	

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		<p>instructions, the Contractor shall provide written notice to the Contracting Officer identifying the materials it is disposing of by the Contract Number, NSN or part number, lot number, nomenclature and quantity, and the date the disposition of the materials was accomplished.</p> <p>(h) If direction issued under this clause causes an increase in the cost of performance under this contract, the Contracting Officer shall make an equitable adjustment in the contract price.</p>	
5252.2279501	5/1/1998	<p>Invention Disclosures and Reports</p> <p>(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.</p> <p>(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.</p> <p>Name and address of Patent Counsel: Office of Counsel, Code K00000D Naval Air Warfare Center Weapons Division 1 Administration Circle, Stop 1009 China Lake, California 93555-6100</p> <p>(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.</p> <p>(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.</p> <p>(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.</p>	
5252.2279507	10/1/2005	<p>NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)</p> <p>(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.</p> <p>b) For violation of export laws, the contractor, its employees, officials or agents are subject to:</p> <ol style="list-style-type: none"> (1) Imprisonment and/or imposition of criminal fines; and (2) Suspension or debarment from future Government contracting actions. <p>(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.</p> <p>(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.</p>	
5252.2279508	4/1/1998	<p>QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR)(APR 1998)</p> <p>(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:</p> <ol style="list-style-type: none"> (1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contractor is a U.S. citizen, or a person admitted lawfully into the United States for permanent residence and is located in the United States; (2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose. (3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations. (4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD 	

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		<p>component that provided the technical data.</p> <p>(5) To the best of its knowledge and belief, the U.S. Contractor knows or no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.</p> <p>(6) The U.S. contractor itself is not debarred, suspended, or otherwise determined ineligible by any agency of the U.S. Government to perform on U.S. Government contracts, has not been convicted of export control law violations, and has not been disqualified under the provisions of this Directive.</p> <p>(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Information Services (DLIS), Federal Center, Battle Creek, Michigan 49017-3084.</p> <p>(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and section 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLIS.</p>	
5252.2279511	10/1/1994	<p>DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (OCT 1994)</p> <p>(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.</p> <p>(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.</p> <p>(c) Since the ISC is neither an employee or agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.</p> <p>(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.</p> <p>(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.</p>	
5252.2459500	4/1/1998	<p>GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (APR 1998)</p> <p>(a) Definition. Government production and research property, as the term is used herein, shall consist of special tooling to which the Government has title or the right to acquire title, Government-owned special test equipment and Government-owned facilities as each term is defined respectively in FAR 45.101 and 45.301.</p> <p>(b) Authorization to Use Government Production and Research Property, Material, and Agency Peculiar Property Currently Covered by Government Contracts Without Rental Charge in Performing this Contract. Government production and research property, material, and agency peculiar property covered by the following listed Government contracts on the effective date of this contract is hereby authorized for use on a rent-free, non-interference basis in the performance of this contract and sub-contracts of any tier issued hereunder: Contract No(s): [list the contract number(s) which cover Government property to be provided without rental charge, or put "None"]</p> <p>(c) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing this Contract. (This paragraph does not cover such property in possession of the contractor or his subcontractors on the date of award of this contract.)</p> <p>(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government production and research property and agency peculiar property identified in (c)(2) through (c)(5) to the contractor. The contractor is hereby authorized to use, on a rent-free basis, said property in the performance of this contract.</p> <p>(2) Special Tooling (as defined in FAR 45.101): [Either list special tooling to be provided or put "None".]</p> <p>(3) Special Test Equipment (as defined in FAR 45.101): [Either list special test equipment to be provided or put "None".]</p> <p>(4) Facilities (as defined in FAR 45.301 and DFARS 245.301): [Either list facilities to be provided or put "None".] (These facilities shall, when provided, become accountable under and be subject to that facilities contract, if any, in effect between the Government and the contractor or any of his subcontractors at the plant where they are to be located during performance of this contract.)</p> <p>(5) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301): [Either list agency peculiar property to be provided or put "None".] The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:</p> <p>(A) each item of agency peculiar property shall be identified by its Federal Item Identification Number and Government Nomenclature;</p>	

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		<p>(B) the agency peculiar property shall be accounted for under this contract; and</p> <p>(C) upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.</p> <p>(d) Government Material and Agency Peculiar Property to be Furnished Under this Contract. (This paragraph covers Government-owned material and agency peculiar property furnished to the contractor for (A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation in items to be delivered under this contract, e.g., Master Government-Furnished Equipment List (MGFEL).)</p> <p>(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the Contractor. The Contractor is hereby authorized as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract.</p> <p>(2) Material (as defined in FAR 45.301): [Either list material to be provided or put "None".] Requisitioning Documentation: Contractor access to the federal supply system is permitted only when the material as well as the quantity is identified in the above paragraph. The contractor shall prepare requisitioning documentation for the above material in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11 and NAVSUP Publication 437 as revised by DoD AMCL 1 A guidance. The contractor must submit all requisitions for Government Furnished Material (GFM) from the supply system to the Material Control Activity (MCA) specified in Section G of this contract. Upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.</p> <p>(3) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301): [Either list agency peculiar property to be provided or put "None".] The terms and conditions made applicable to agency peculiar property in (c)(5) shall be applicable to the agency peculiar property, if any, identified above.</p> <p>(e) Government Installations to be Made Available Under this Contract. (This paragraph covers Government installations, or portions thereof, to be made available to a contractor but not transferred to his possession - for example, test centers, wind tunnels, aircraft fields, as well as buildings, furniture or equipment. Instructions may be needed to establish ground rules or plans governing availability of installations.)</p> <p>(1) The Government hereby agrees to make available hereunder on a rent-free, non-interference basis for performing this contract the Government installations, or portions thereof, identified in (e)(2) in accordance with standard operating procedures and priorities unless otherwise specified in the Schedule. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to these installations.</p> <p>(2) Installations. [Either list installations to be provided or put "None".]</p> <p>(f) Bailed Property to be Used Under this Contract. (This paragraph will not obviate the need to set forth in this contract the terms of the project agreement as required by the pertinent bailment agreement.)</p> <p>(1) The bailed property identified in (f)(2) is hereby authorized for use on a rent-free basis in the performance of this contract. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to this bailed property. Bailment Agreement Under which (2) Description <input type="checkbox"/> Serial Number <input type="checkbox"/> Accountable</p> <p>[Either list bailed property to be provided or put "None".]</p> <p>(3) The bailed property identified in (f)(2) is furnished "as is" and the Government makes no representations or warranties with respect to such property, including the suitability of such property for the intended use.</p> <p>(g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this contract.</p> <p>(h) Installation Cost. The price of this contract constitutes full compensation to the contractor for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.</p> <p>(i) Installation. Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be installed or constructed on land nor owned by the Government in such fashion as to be non-severable unless authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45.309.</p> <p>(j) Limitation: This clause does not authorize the contractor to acquire any property for the Government.</p> <p>(k) The contractor represents that the price and delivery schedule of this contract have been established in reliance on the Government granting the authorization in (b), (c), (d), (e) and (f), and that no charge has been included in this contract for use of the property as authorized above.</p> <p>(l) Whenever the Contracting Officer authorizes or makes available the use, on a rent-free basis, of additional Government production and research property or other Government property in the performance of this contract or subcontracts of any tier under this contract, the contract will be equitably adjusted in accordance with the procedures provided for in the Changes clause.</p> <p>(m) If the Government production and research property or other Government property authorized or made available above is decreased by</p>	

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the Government, the contractor will be entitled to an equitable adjustment to the terms of this contract in accordance with the procedures provided for in the Changes clause hereof, as a result of such decrease; provided, however, that if any such decrease is due to the failure of the contractor or his subcontractors of any tier under this contract to fulfill their respective obligations either with respect to the Government property or with respect to the work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment.

(n) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

5252.2459504 3/1/1999 Government Production and Research Property

For pricing purposes, the expected or approximate date for initiation of contract performance is 2-JUL-08.

Offerors shall provide automated spreadsheets with no locked cells, compatible with Microsoft Excel 2003, detailing the discretely estimated labor hours, materials, and other direct costs at the lowest WBS level. In addition, offerors shall provide a complete Microsoft Excel 2003 spreadsheet containing all rates and factors, by offeror accounting period, used in the proposal. The offeror shall provide another spreadsheet containing the logic used by the offeror to manipulate the above data. These formulas, references, and functions shall be sufficient to compute the cost of any WBS and should be self explanatory. Any further explanations of the code/mathematical formulas shall be detailed in a plain text formula so the above referenced computational spreadsheet may be understood.

Cost Volumes shall include schedules supporting the Work Breakdown Structure (WBS) costs, Basis of Estimates (BoEs) listing the proposed labor categories with the proposed direct labor hours, and the corresponding contractor proposed classifications of skill levels or job titles proposed for the WBS BoE.

The following guidelines and sample formats/attachments are provided to assist the Offeror in preparing clear, concise, comprehensive and traceable proposals.

(i) Cost/price information for Sections 1 and 2 shall be submitted in Then Year Dollars (TY\$) based on the Government's fiscal year (1 October through 30 September). A summary in Constant Fiscal Year 2008 dollars (FY08 \$) by Fiscal Year and CWBS shall be provided using escalation/de-escalation factors supported by the rates and factors used in the cost proposal.

The Offeror shall cost to the Contract Work Breakdown Structure (CWBS) and ensure that it is cross-referenced to the Program Work Breakdown Structure (PWBS), the proposed Statement of Work (SOW), CLIN, IMP, IMS, SDP, and SEMP. All totals should agree. Substantiation should be provided at the lowest level for which the Offeror developed estimates and any variation in the CWBS from the PWBS should be explained. It is imperative that the estimate is easily traceable from the lowest level at which the Offeror's estimate was substantiated to the CLIN. Specific guidance related to the completion of the Cost Attachments to report total proposed program cost is provided below. Ensure consistency between the information/data in this Volume and that provided in the Technical Volume. Specifically ensure that the resources identified in the IMP and IMS are consistent with the costs proposed in this Volume and the basis for those estimates.

(ii) Data Substantiation is required by CWBS element for all prime and principal subcontractor costs and clearly described Cost Attachment 1, Cost Substantiation. Historical data from comparable or analogous systems/subsystems should be used to substantiate the Offeror's estimate where possible. When using historical cost data from comparable systems/subsystems, all assumptions affecting the Offeror's cost proposal are to be fully documented (e.g., escalation methodology, make or buy decisions, etc.). A summary programmatic and technical description of the historical system should be provided along with the actual cost data for the historical system, a comparison to the proposed system, and any adjustments made to derive the proposed estimate. The following shall be considered:

- a. Programmatic description relates to the acquisition aspects of any system identified by the Offeror as comparable/analogous. This includes, for example, the years the item was procured, production rates, quantities procured by year, sole source or competitive procurement, and the development time period.
- b. Technical description includes the performance and physical aspects of the system. This describes the system in terms of the number of parts, physical configuration, type of material, technology, and physical/performance parameters.
- c. Actual cost data includes the cost account, narrative description of the effort, and the actual cost data (material and man-hours). The cost data should be provided in terms of total dollars actually spent by fiscal year and unit cost.
- d. When using historical data, the Offeror should describe why the system is comparable to the proposed program. This includes a functional and technical comparison explaining the differences as well as similarities between the historical and the proposed system. Also include an explanation of the relationship between the analogous element cost and the total program cost.

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		<p>e.Adjustments to derive the proposal estimate relate to reasons and justification for any adjustments made to programmatic, technical and actual cost data for the historical system. The Offeror should provide the basis and document any adjustments applied to the historical data (e.g., complexity factors and normalization methods), that reflect the characteristics of the proposed system. This includes an audit trail sufficient for the Government to reconstruct the proposed estimate and judge its credibility.</p> <p>General statements such as estimates were derived from engineering analysis or judgments are unacceptable. If a level of effort task is the basis for projecting labor hour requirements, the data substantiation shall include task duration, man-loading, number of times the task is repeated (if applicable), time-phased hours and associated costs, and the relationship between the historical system and the system under review. If a "new or improved" engineering or manufacturing process is the basis for projecting labor hour requirements, the Offeror shall provide a description of the improvements, the relationship to the previous process, a summary of how these improvements will be achieved, and the cost impact of these improvements. These estimates must be consistent with those used for the IMP and IMS and should be cross-referenced where ever practical. General statements about process improvements, management by Integrated Product Team, the application of Acquisition Reform and Lean Six-Sigma/Airspeed, etc., will not be sufficient without substantiating data. Specific savings in man-hours and material must be documented with regard to the content and practicality of these improvements. Adjustments made to the historical data to normalize for changes in the accounting system, business base, or inflation rate should be substantiated.</p>	
5252.2459506	4/1/1985	<p>GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (APR 1985) (NAVAIR)</p> <p>Offeror/quoter represents that, to his knowledge, contract performance () does, () does not, involve the acquisition of Government production and research property, as defined in FAR 45.301, the disposal of which may be restricted by patent or other rights (see FAR 45.309(b)).</p>	