

N61340-21-C-0017_P00010_E-2D HITS IV FLOWDOWNS_03-10-2023

U.S. GOVERNMENT CLAUSES

Prime Contract Number: N61340-21-C-0017

Modification: P00010

DPAS: DO-C9

Date of Creation: 03-10-2023

The following customer contract requirements apply to any Purchase Order referencing the above U.S. Government prime contract number and are hereby incorporated into the Purchase Order by full text or by reference with the same force and effect as if they were given in full text. The terms and conditions of the versions of the “Flowdown of U.S. Government Contract Clauses Under U.S. Government Contracts” and “Flowdown Updates” documents in effect on the date of the particular Order shall also apply. These documents are made available at the RTX Supplier Site. The full text of FAR/DFARS clauses may be accessed at <https://www.acquisition.gov/>.

In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Supplier’s obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term “Government” and equivalent phrases shall mean “Buyer”, the term “Contracting Officer” shall mean “Buyer’s Purchasing Representative”, the term “Contractor” or “Offeror” shall mean “Supplier”, “Subcontractor” shall mean “Supplier’s Subcontractor” under this Purchase Order, and the term “Contract” shall mean this “Purchase Order”. For the avoidance of doubt, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227- 2 or (2) when title to property is to be transferred directly to the Government. Supplier shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS provisions and clauses in accordance with the flow down requirements specified in such clauses. Nothing in this Purchase Order grants Supplier a direct right of action against the Government. If any of the following FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting.

Buyer or Buyer Affiliates reserve the right to add or update any FAR or DFAR clause or special contract provision based on customer contract directives

Capitalized words used herein and not otherwise defined shall have the meanings ascribed to them in the Terms and Conditions.

The requirements below are in accordance with the U.S. Government prime contract and are not modified by Buyer for each individual Supplier. Supplier will remain at all times responsible for providing to any government agency, Buyer, or Buyer’s customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

CAUSES INCORPORATED BY REFERENCE:

FAR CLAUSES

Reference	Date	Clause
52.202-1	JUNE 2020	Definitions
52.203-3	APRIL 1984	Gratuities
52.203-5	MAY 2014	Covenant Against Contingent Fees
52.203-6	JUNE 2020	Restrictions On Subcontractor Sales to The Government
52.203-7	JUNE 2020	Anti-Kickback Procedures
52.203-8	MAY 2014	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	MAY 2014	Price Or Fee Adjustment for Illegal or Improper Activity
52.203-12	JUNE 2020	Limitation On Payments to Influence Certain Federal Transactions
52.203-13	JUNE 2020	Contractor Code of Business Ethics and Conduct
52.204-2	AUG 1996	Security Requirements
52.204-4	MAY 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
52.204-7	OCT 2018	System for Award Management
52.204-9	JAN 2011	Personal Identity Verification of Contractor Personnel
52.204-10	JUNE 2020	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-12	OCT 2016	Unique Entity Identifier Maintenance
52.204-13	OCT 2018	System for Award Management Maintenance
52.204-18	AUG 2020	Commercial and Government Entity Code
52.204-19	DEC 2014	Maintenance Incorporation by reference of Reqs and Certs
52.204-21	JUNE 2016	Basic Safeguarding of covered Contractor Information Systems
52.204-23	JULY 2018	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25	AUG 2020	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Including full text of para. (e) and excluding para. (b) (2).
52.209-6	JUNE 2020	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
52.209-9	OCT 2018	Updates of Publicly Available Information Regarding Responsibility Matters
52.209-10	NOV 2015	Prohibition on contracting with Inverted Domestic Corporations
52.210-1	JUNE 2020	Market Research
52.211-5	JUNE 2020	Material Requirements
52.211-15	APRIL 2008	Defense Priority and Allocation Requirements
52.215-2	JUNE 2020	Audit and Records - Negotiation
52.215-8	OCT 1997	Order of Precedence - Uniform Contract Format
52.215-10	AUG 2011	Price Reduction for Defective Certified Cost or Pricing Data
52.215-11	AUG 2011	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications
52.215-12 (Dev)	JUNE 2020	Subcontractor Certified Cost or Pricing Data (Deviation 2018-O0015)
52.215-13 (Dev)	JUNE 2020	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2018-O0015)
52.215-14	JUNE 2020	Integrity of Unit Prices
52.215-15	OCT 2010	Pension Adjustments and Asset Reversions
52.215-18	JULY 2005	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions
52.215-19	OCT 1997	Notification of Ownership Changes

Reference	Date	Clause
52.215-21	JUNE 2020	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications
52.215-23	JUNE 2020	Limitations on Pass-Through Charges
52.219-8	NOV 2016	Utilization of Small Business Concerns
52.219-9	JUNE 2020	Small Business Subcontracting Plan (DEV 2018-O0018)
52.219-16	JAN 1999	Liquidated Damages-Subcontracting Plan
52.219-28	MAY 2020	Post Award Small Business Program Representation
52.222-3	JUNE 2003	Convict Labor
52.222-19	JULY 2020	Child Labor - Cooperation with Authorities and Remedies (DEV 2020-O-0019)
52.222-20	JUNE 2020	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000
52.222-21	APRIL 2015	Prohibition of Segregated Facilities
52.222-26	SEPT 2016	Equal Opportunity
52.222-35	JUNE 2020	Equal Opportunity for Veterans
52.222-36	JUNE 2020	Equal Opportunity for Workers with Disabilities
52.222-37	JUNE 2020	Employment Reports on Veterans
52.222-40	DEC 2010	Notification of Employee Rights Under the National Labor Relations Act
52.222-50	OCT 2020	Combating Trafficking in Persons
52.222-54	OCT 2015	Employment Eligibility Verification
52.223-3	JAN 1997	Hazardous Material Identification and Material Safety Data
52.223-5	MAY 2011	Pollution Prevention and Right-to-Know Information
52.223-6	MAY 2001	Drug-Free Workplace
52.223-18	JUNE 2020	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.224-1	APRIL 1984	Privacy Act Notification
52.224-2	APRIL 1984	Privacy Act
52.225-1	MAY 2014	Buy American - Supplies
52.225-5	OCT 2016	Trade Agreements
52.225-8	OCT 2010	Duty-Free Entry
52.225-13	JUNE 2008	Restrictions on Certain Foreign Purchases
52.227-1	JUNE 2020	Authorization and Consent
52.227-2	JUNE 2020	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-10	DEC 2007	Filing of Patent Applications--Classified Subject Matter
52.227-11	MAY 2014	Patent Rights--Ownership by The Contractor
52.227-21	MAY 2014	Technical Data Declaration, Revision, and Withholding of Payment--Major Systems
52.228-5	JAN 1997	Insurance - Work on A Government Installation
52.229-3	FEB 2013	Federal, State and Local Taxes
52.229-4	FEB 2013	Federal, State, And Local Taxes (State and Local Adjustments)
52.230-2	JUNE 2020	Cost Accounting Standards (DEV 2018-O-0018)
52.230-6	JUNE 2010	Administration of Cost Accounting Standards
52.232-1	APR 1984	Payments
52.232-8	FEB 2002	Discounts for Prompt Payment
52.232-9	APRIL 1984	Limitation on Withholding of Payments
52.232-11	APRIL 1984	Extras
52.232-16	JUNE 2020	Progress Payments (DEV 2020-O-0010)
52.232-17	MAY 2014	Interest
52.232-23	MAY 2014	Assignment of Claims
52.232-25	JAN 2017	Prompt Payment
52.232-33	JULY 2013	Payment by Electronic Funds Transfer--System for Award Management
52.233-1 Alt I	DEC 1991	Disputes (May 2014) - Alternate I

Reference	Date	Clause
52.233-3	AUG 1996	Protest After Award
52.233-4	OCT 2004	Applicable Law for Breach of Contract Claim
52.239-1	AUG 1996	Privacy or Security Safeguards
52.242-1	APR 1984	Notice of Intent to Disallow Costs
52.242-3	MAY 2014	Penalties for Unallowable Costs
52.242-5	JAN 2017	Payments to Small Business Subcontractors
52.242-13	JULY 1995	Bankruptcy
52.242-15	AUG 1987	Stop Work Order
52.242-17	APR 1984	Government Delay of Work
52.243-1	AUG 1987	Changes – Fixed Price
52.243-2	AUG 1987	Changes – Cost Reimbursement
52.243-7	JAN 2017	Notification of Changes
52.244-2	JUNE 2020	Subcontracts
52.244-5	DEC 1996	Competition in Subcontracting
52.244-6	OCT 2020	Subcontracts for Commercial Items
52.245-1	JAN 2017	Government Property
52.245-9	APR 2012	Use and Charges
52.246-2	AUG 1996	Inspection of Supplies – Fixed Price
52.246-3	MAY 2001	Inspection of Supplies – Cost Reimbursement
52.246-4	AUG 1996	Inspection of Services – Fixed Price
52.246-16	APRIL 1984	Responsibility for Supplies
52.246-23	FEB 1997	Limitation of Liability
52.246-24 ALT I	April 1984	Limitation of Liability - High-Value Items – ALT I.
52.246-25	FEB 1997	Limitation of Liability - Services
52.247-34	Oct 2010	Value Engineering
52.247-35	NOV 1991	F.O.B. Destination
52.247-48	APR 1984	F.O.B. Destination within Consignee Premises
52.249-2	APR 2012	Termination for Convenience of The Government (Fixed- Price)
52.249-6	MAY 2004	Termination (Cost Reimbursement)
52.249-8	APRIL 1984	Default (Fixed-Price Supply & Service)
52.249-14	APRIL 1984	Excusable Delays

DFARS CLAUSES

Reference	Date	Clause
252.203-7000	SEPT 2011	Requirements Relating to Compensation of Former DoD Officials
252.203-7001	DEC 2008	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies
252.203-7002	SEP 2013	Requirement to Inform Employees of Whistleblower Rights
252.204-7000	OCT 2016	Disclosure of Information
252.204-7002	APRIL 2020	Payment for Subline Items Not Separately Priced
252.204-7003	APR 1992	Control of Government Personnel Work Product
252.204-7004	FEB 2019	Anti-terrorism Awareness Training for Contractors
252.204-7012	DEC 2019	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7015	MAY 2016	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7020	NOV 2020	NIST SP 800-171 DoD Assessment Requirements
252.209-7004	MAY 2019	Subcontracting with Firms That Are Owned or Controlled By the Government of a Country that is a State Sponsor of Terrorism
252.211-7000	OCT 2010	Acquisition Streamlining

Reference	Date	Clause
252.211-7007	AUG 2012	Reporting of Government-Furnished Property
252.211-7008	SEP 2010	Use of Government-Assigned Serial Numbers
252.215-7000	DEC 2012	Pricing Adjustments
252.215-7002	DEC 2012	Cost Estimating System Requirements
252.217-7028	DEC 1991	Over and Above Work
252.219-7003	DEC 2019	Small Business Subcontracting Plan (DOD Contracts)
252.222-7006	DEC 2010	Restrictions on the Use of Mandatory Arbitration Agreements
252.223-7001	DEC 1991	Hazard Warning Labels
252.223-7004	SEP 1988	Drug Free Work Force
252.223-7006	SEP 2014	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials
252.225-7001	DEC 2016	Buy American and Balance of Payments Program - Basic
252.225-7002	DEC 2016	Qualifying Country Sources as Subcontractors
252.225-7007	DEC 2018	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies
252.225-7009	OCT 2014	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7012	DEC 2016	Preference for Certain Domestic Commodities
252.225-7013	JULY 2020	Duty-Free Entry (DEV 2020-O-0019)
252.225-7016	JUNE 2011	Restriction on Acquisition of Ball and Roller Bearings Export-Controlled Items
252.225-7048	JUNE 2013	Prohibition on Procurement of Foreign made Unmanned Aircraft Systems (DEV 2020-O-0015)
252.225-7058	AUG 2022	Post-award Disclosure of Employment of Individuals who work in the People's Republic of China
252.225-7972	MAY 2020	Prohibition on the Procurement of Foreign-made Unmanned Aircraft Systems (DEV 2020-O0015)
252.225-7976	AUG 2018	Contractor Personnel Performing in Japan (DEV 2018-O0019)
252.226-7001	APRIL 2019	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.227-7000	OCT 1966	Non-Estoppel
252.227-7013	FEB 2014	Rights in Technical Data - Noncommercial Items
252.227-7014	FEB 2014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	FEB 2014	Technical Data - Commercial Items
252.227-7016	JAN 2011	Rights in Bid or Proposal Information
252.227-7019	SEP 2016	Validation of Asserted Restrictions - Computer Software
252.227-7020	JUNE 1995	Rights in Special Works
252.227-7025	MAY 2013	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends
252.227-7026	APRIL 1988	Deferred Delivery of Technical Data or Computer Software
252.227-7027	APRIL 1988	Deferred Ordering of Technical Data or Computer Software
252.227-7030	MARCH 2000	Technical Data - Withholding of Payment
252.227-7037	SEP 2016	Validation of Restrictive Markings on Technical Data
252.227-7039	APRIL 1990	Patents - Reporting of Subject Inventions
252.231-7000	DEC 1991	Supplemental Cost Principles
252.232-7003	JUNE 2012	Electronic Submission of Payment Requests and Receiving Reports
252.232-7004	MARCH 2020	DOD Progress Payment Rates (DEV 2020-O-0010)
252.232-7017	APRIL 2020	Accelerating Payments to Small Business Subcontractors
252.242-7004	MAY 2011	Material Management and Accounting System
252.242-7005	FEB 2012	Contractor Business Systems

Reference	Date	Clause
252.242-7006	FEB 2012	Accounting System Administration
252.243-7001	DEC 1991	Pricing of Contract Modifications
252.243-7002	DEC 2012	Requests for Equitable Adjustment
252.244-7000	OCT 2020	Subcontracts for Commercial Items
252.244-7001	MAY 2014	Contractor Purchasing System Administration
252.245-7001	APRIL 2012	Tagging, Labeling, and Marking of Government-Furnished Property
252.245-7002	FEB 2020	Reporting Loss of Government Property (DEV 2020-O0004)
252.245-7003	APRIL 2012	Contractor Property Management System Administration
252.245-7004	DEC 2017	Reporting, Reutilization, and Disposal
252.246-7003	JUNE 2013	Notification of Potential Safety Issues
252.246-7007	AUG 2016	Contractor Counterfeit Electronic Parts Detection and Avoidance System
252.246-7008	MAY 2018	Sources of Electronic Parts Transportation of Supplies by Sea
252.247-7023	FEB 2019	Transportation of Supplies by Sea
252.251-7000	AUG 2012	Ordering from Government Supply Sources

OTHER CLAUSES:**U.S. Government Prime Contract Special/Section H Provisions:****H.5 – Manufacturer’s Warranty**

The Contractor shall uphold any original manufacturers’ warranty down to the lowest replaceable unit (LRU) that applies to hardware procured under this delivery order.

The contractor shall provide all information required by Attachment (15) (Warranty Tracking Information) and Attachment (16) (Source of Repair Instructions) of this contract prior to, but not later than, receipt and/or acceptance of the warranted items.

H.6 – Electronic Transmission of Proprietary Data

The contractor shall be fully capable and willing to electronically transmit proprietary data to the Government. This data may consist of contract deliverables or pricing data required for proposal evaluation. The Government will safeguard the information provided. All electronically transmitted data shall be free of viruses.

H.7 – Security Requirements

As required by FAR 52.204-2, the contractor shall comply with the DoD Manual 5220.22M, “DoD Industrial Security Manual. A DD Form 254 will be issued for specific security requirements. Contractor shall be required to obtain appropriate facilities and personnel security clearances in accordance with any DD Form 254 in support of a contract requirement.

H.8 – Foreign Participation

Participation by foreign owned contractors at the subcontractor level is allowable under this contract unless restricted by the Contracting Officer in writing.

H.9 – Small Business Subcontracting Plan

In accordance with the provisions of FAR 52.219-9, a Small Business Subcontracting Plan shall be submitted and include all elements specified in FAR 19.704, inclusive of goals.

H.10 – Delivery of Technical Data and Computer Software to an Integrated Digital Environment

- (a) *Delivery.* Delivery of contract related data items via the contractor’s integrated digital environment, including technical data and computer software data items, shall occur by transmission, submission, or access of the data items, or notice to the recipient that said data items are accessible by the recipient. Transmitting, submitting, or providing access to technical data and computer software data items via the contractor’s integrated digital environment shall constitute delivery under this contract, but it shall not constitute acceptance and approval of said technical data and computer software data items for any purpose, including payment. Once delivered, the parties’ rights in such technical data and computer software shall be as specified in DFARS 252.227-7013 and 252.227-7014.
- (b) *Availability.* When data items are delivered, maintained, archived, or otherwise stored or made accessible on the contractor’s integrated digital environment, any unilateral or intentional interference with the integrated digital environment’s availability by the contractor shall constitute a material breach of this contract.
- (c) *Indemnification.* Contractor agrees to indemnify and save and hold harmless the Government, and its officers, agents, and employees acting for the Government, against all claims or liability, including costs and expenses resulting from, or as a consequence of, an unlawful release or disclosure of any data item via the integrated digital environment and by

the integrated digital environment contractor, its officers, employees, agents, or representatives.

- (d) *Disputes*. Disputes regarding unjustified technical data and computer software markings shall be governed by 252.227-7037, Validation of Restrictive Markings on Technical Data. Disputes over nonconforming technical data and computer software markings shall be governed by 252.227-7013 and 252.227-7014 respectively. Disputes over the handling, release, or disclosure of any and all data residing in or associated with the contractor's integrated digital environment shall be considered a dispute related to this contract, governed by the Contract Disputes Act, and therefore resolved in accordance with the terms of this contract implementing this Act.

H.12– Availability Of Unique Data Item Descriptions (UDIDs) and Data Item Descriptions (DIDs)

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

H.13 – Notice Regarding Dissemination of Export-Controlled Technical Data

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law (b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

H.16 – Provisioned Items Order

In the event the Contractor initiates hardware changes that affect spares already procured under PIO(s), the Contractor shall replace the affected spares with new spares that match the changed trainer hardware at no additional cost to the Government.

H.18 - Obsolescence Management/Diminishing Manufacturing Sources and Material Shortages (DMSMS)

The identification of DMSMS/Obsolescence/Producibility issues and the necessary correction thereof shall not be cause under this contract for any price increase or revision in the contract schedule.

CLAUSES INCORPORATED IN FULL TEXT:**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>.

52.252-6 - AUTHORIZED DEVIATIONS IN CLAUSES (APRIL 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.211-7003 - ITEM UNIQUE IDENTIFICATION AND VALUATION (MARCH 2016)

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

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

"Concatenated unique item identifier" means--

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

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

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

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

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

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

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

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency. “Government's unit acquisition cost” means--

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

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

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

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

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier. “Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts. “Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions. “Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

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

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

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

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

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

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

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

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

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

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

item.

(c) Unique item identifier.

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

- (i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items: Contract Line, Subline, or Exhibit Line Item Number Item Description NO EXCEPTIONS NOTED.

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

Contract Line, Subline, or Exhibit Line Item Number Item Description NO ITEMS NOTED.

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

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

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

(iv) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identified for traceability.

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

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

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

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

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

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

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

Data Dictionary; and

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier issued).

(4) Enterprise identifier (if concatenated unique item identifier issued).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique

item identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
 - (2) Unique item identifier of the embedded subassembly, component, or part.
 - (3) Unique item identifier type.**
 - (4) Issuing agency code (if concatenated unique item identifier issued).**
 - (5) Enterprise identifier (if concatenated unique item identifier is used).**
 - (6) Original part number (if there is serialization within the original part number).**
 - (7) Lot or batch number (if there is serialization within the lot or batch number).**
 - (8) Current part number (optional and only if not the same as the original part number).**
 - (9) Current part number effective date (optional and only if current part number is used).**
 - (10) Serial number (if concatenated unique item identifier is used).**
 - (11) Description.
- ** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

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

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

- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in _____), Unique Item Identified Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

252.246-7006 - WARRANTY TRACKING OF SERIALIZED ITEMS (MARCH 2016)

(a) Definitions. As used in this clause:

"Duration" means the warranty period. This period may be a stated period of time, amount of usage, or the occurrence of a specified event, after formal acceptance of delivery, for the Government to assert a contractual right for the correction of defects.

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

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency. "First use" means the initial or first-time use of a product by the Government.

"Fixed expiration" means the date the warranty expires and the Contractor's obligation to provide for a remedy or corrective action ends. "Installation" means the date a unit is inserted into a higher-level assembly in order to make that assembly operational.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for

International Standards Organization/International Electro-technical Commission, located at http://www.aimglobal.org/?Reg_Authority15459. "Item type" means a coded representation of the description of the item being warranted, consisting of the codes C-- component procured separate from end item, S--subassembly procured separate from end item or subassembly, E--embedded in component, subassembly or end item parent, and P-- parent end item. "Starting event" means the event or action that initiates the warranty, such as first use or upon installation. "Serialized item" means each item produced is assigned a serial number that is unique among all the collective tangible items produced by the enterprise, or each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment within the enterprise identifier.

The enterprise is responsible for ensuring unique serialization within the enterprise identifier or within the part, lot, or batch numbers, and that serial numbers, once assigned, are never used again.

"Unique item identifier" means a set of data elements marked on an item that is globally unique and unambiguous. "Usage" means the quantity and an associated unit of measure that specifies the amount of a characteristic subject to the contractor's obligation to provide for remedy or corrective action, such as a number of miles, hours, or cycles. "Warranty administrator" means the organization specified by the guarantor for managing the warranty.

"Warranty guarantor" means the enterprise that provides the warranty under the terms and conditions of a contract.

"Warranty repair source" means the organization specified by a warranty guarantor for receiving and managing warranty items that are returned by a customer.

"Warranty tracking" means the ability to trace a warranted item from delivery through completion of the effectivity of the warranty.

(b) Reporting of data for warranty tracking and administration.

(1) The Contractor shall provide the information required by the attachment entitled "Warranty Tracking Information" on each contract line item number, subline item number, or exhibit line item number for warranted items no later than the time of award. Information required in the warranty attachment shall include such information as duration, fixed expiration, item type, starting event, usage, warranty administration enterprise identifier, and warranty guarantor enterprise identifier.

(2) The Contractor shall provide the following information no later than when the warranted items are presented for receipt and/or acceptance.

(A) The unique item identifier for each warranted item required by the attachment entitled "Warranty Tracking Information;" and

(B) The warranty repair source information and instructions for each warranted item required by the attachment entitled "Source of Repair Instructions."

(3) The Contractor shall submit the data for warranty tracking to the Contracting Officer with a copy to the requiring activity and the Contracting Officer Representative.

(4) For additional information on warranty attachments, see the "Warranty and Source of Repair" training and "Warranty and Source of Repair Tracking User Guide" accessible on the Product Data Reporting and Evaluation Program (PDREP) Web site at https://www.pdrep.csd.disa.mil/pdrep_files/other/wsr.htm.

(c) Reservation of rights. The terms of this clause shall not be construed to limit the Government's rights or remedies under any other contract clause.

5252.211-9506 – PROVISIONED ITEMS (FEB. 1995)

Provisioned items shall be delivered in accordance with individual Provisioned Items Orders

(PIO's) issued pursuant to clause 5252.217-9506 or 5252.217-9500 as applicable. The Government may order provisioned items for a period of up to twelve (12) months following delivery of each training system or modification.

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 may be 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.

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

TBD based upon award of a contract modification for Provisioned Items (PIO). At such time, Buyer's designated Procurement/Supply Chain representative(s) will incorporate the full text of this clause as may be applicable.

5252.217-9506 - PROVISIONED ITEMS (TRAINING DEVICES)(NAVAIR) (OCT 2005) - TBD

based upon award of a contract modification for Provisioned Items (PIO). At such time, Buyer's designated Procurement/Supply Chain representative(s) will incorporate the full text of this clause as may be applicable.

5252.217-9507 - OVER AND ABOVE WORK REQUESTS (NAVAIR) (OCT 2005) –

(a) These procedures apply when the contractor identifies needed repairs that are over and above the requirements of the contract and recommends corrective action during contract performance in accordance with DFARS 252.217-7028, "Over and Above Work".

(b) The contractor shall prepare and submit the applicable Over and Above Work Request (OAWR) Form similar to the one attached to this contract to the Buyer's authorized

Procurement/Supply Chain representative for authorization to proceed. The contractor shall use the OAWR to describe the over and above work that needs to be performed, including any parts and materials, in such detail as necessary to permit a thorough evaluation. The contractor shall attach competitive subcontractor quotes, or, if such quotes are not available, the contractor shall justify the total cost by specifying direct hours by labor category, as well as the type, quantity and cost of the material needed to perform the repair or replacement. The contractor shall also propose a schedule to complete the needed repair or replacement.

(c) The USG customer will review the OAWR submitted by the contractor and make a recommendation of approval or disapproval. They will annotate the form with the reasons for the recommendation.

(d) The USG Procuring Contracting Officer (PCO) shall take one of the following actions:

(1) Disapprove the OAWR. In this event, the OAWR will be returned to the contractor. A copy will also be provided to the COR.

(2) Authorize the OAWR. In this event, a modification (Standard Form 30) will be issued. Upon issuance of the modification, the contractor shall proceed with the repair or replacement effort.

(e) To the maximum extent practical, a FFP will be negotiated for this effort prior to the start of the work. In the event that the urgency of the effort does not permit the negotiation of an FFP, then the authorizing modification will establish not-to-exceed (NTE) prices. A sub-line item, under the OAWR line item, will be established to fund the effort. The Government is not responsible for any costs incurred by the contractor that exceed the NTE price established by the modification.

(f) Modifications to an OAWR will be affected by Standard Form 30.

(g) If the OAWR is issued on an NTE basis, the contractor shall promptly submit a proposal for the OAWR to the Buyer. The Buyer is responsible for negotiating a FFP for the OAWR and issuing an appropriate modification which establishes a FFP for that amount. The definitizing modification should include the following information:

(1) Reference to the OAWR and modification number and any later modification, which relates to that OAWR.

(2) The applicable ACRN and fund citation provided in the Accounting and Appropriation Data Block. Any excess funds are to be de-obligated.

5252.227-9501 - INVENTION DISCLOSURES AND REPORTS (NAVAIR)(MAY 1998)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address Patent Counsel: Office of Counsel, Code K00000D

Naval Air Warfare Center Weapons Division 1 Administration Circle, Stop 1009, China Lake, California 93555-6100.

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

5252.227-9505 - TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR)(AUG 1987) - Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Navy contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

5252.227-9511 - DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR)(FEB 2009)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

5252.243-9505 - 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).

5252.247-9502 - UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT (NAVAIR) (OCT 1994)

(a) Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION"

(b) Marking Containers. When unpacking instructions are provided, shipping containers will be stenciled "CAUTION - THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (state where located)." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

(c) Marking. All shipping containers will be marked in accordance with this clause and best commercial practices.

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

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

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

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

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

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

5252.247-9509 - PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR) (JULY 1998)

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

(c) in the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the B, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth. (d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.