

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 36	
2. CONTRACT NO. N6426719C0011		3. SOLICITATION NO. N6426719R0011		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 20 Feb 2019	
6. REQUISITION/PURCHASE NO. 1300794344		7. ISSUED BY NAVAL SURFACE WARFARE CENTER CORONA DM. 1999 FOURTH STREET BLDG 510 NORCO CA 92860		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
CODE N64267		TEL: FAX:		TEL: FAX:			

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 05:00 PM local time 26 Mar 2019
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
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11. TABLE OF CONTENTS

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE


15A. NAME AND ADDRESS OF OFFEROR NOVA SOUTHEASTERN UNIVERSITY, INC. CATHY HARLAN 3301 COLLEGE AVE FORT LAUDERDALE FL 33314-7721		CODE 2X253	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Catherine M. Harlan Director, Office of Sponsored Programs	
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15B. TELEPHONE NO (Include area code) (954) 262-5366	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE <i>Cathy M. Harlan</i>	18. OFFER DATE 7-18-19
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$2,399,323.38	21. ACCOUNTING AND APPROPRIATION See Schedule	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) See Item 7		25. PAYMENT WILL BE MADE BY NAVAL SURFACE WARFARE CENTER ERP 1999 FOURTH STREET NORCO CA 92860-1915 CODE N62827	
26. NAME OF CONTRACTING OFFICER (Type or print) MICHAEL C. BERBERICH II TEL: 951-393-4217 EMAIL: michael.c.berberich@navy.mil		27. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)	28. AWARD DATE 14-Jun-2019

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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15A. NAME AND ADDRESS OF OFFEROR		CODE	2X253	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Catherine M. Harlan Director, Office of Sponsored Programs				
		NOVA SOUTHEASTERN UNIVERSITY, INC. CATHY HARLAN 3301 COLLEGE AVE FORT LAUDERDALE FL 33314-7721								
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						N62827				
26. NAME OF CONTRACTING OFFICER (Type or print) MICHAEL C. BERBERICH II TEL: 951-393-4217 EMAIL: michael.c.berberich@navy.mil					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE 14-Jun-2019		

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Ocean Current Field Sensors FFP Equal to Teledyne RD Instruments Workhorse Quartermaster high resolution 150 kHz Acoustic Doppler Current Profiler for continuous ocean observations. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (after Loading) BRAND NAME/SOLE SOURCE: SS MFR PART NR: WHS150EXT PURCHASE REQUEST NUMBER: 1300794344 PSC CD: 5840	6	Kit	\$125,678.00	\$754,068.00
NET AMT					\$754,068.00
ACRN AA CIN: 130079434400001					\$754,068.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Ocean Conductivity Temperature Field FFP Equal to Seabird Scientific SBE 16plus-IM SeaCAT high accuracy CTD sensor with recorder for continuous long-duration deployments on moorings. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (after Loading) BRAND NAME/SOLE SOURCE: SS MFR PART NR: 16P-JM.1420S PURCHASE REQUEST NUMBER: 1300794344 PSC CD: 5840	3	Kit	\$246,348.00	\$739,044.00

NET AMT \$739,044.00

ACRN AA \$739,044.00
CIN: 130079434400002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Pressure Field Sensors FFP Equal to Paroscientific Digi quartz 8000 depth sensor (pressure transducer). NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (after Loading) BRAND NAME/SOLE SOURCE: SS MFR PART NR: FAS-000402 PURCHASE REQUEST NUMBER: 1300794344 PSC CD: 5840	6	Kit	\$46,226.67	\$277,360.02

NET AMT \$277,360.02

ACRN AA \$277,360.02
CIN: 130079434400003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Surface Wave Radar FFP Equal to Sea-Image Corporation sigma S6 WaMoS II Wave Radar. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (after Loading) BRAND NAME/SOLE SOURCE: SS MFR PART NR: S610056 PURCHASE REQUEST NUMBER: 1300794344 PSC CD: 5840	1	Kit	\$286,276.00	\$286,276.00

NET AMT \$286,276.00

ACRN AA \$286,276.00
CIN: 130079434400004

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	DD1423 - CDRL A001 FFP Data Accession List FOB: Origin (after Loading) BRAND NAME/SOLE SOURCE: SS MFR PART NR: CDRL A001 PURCHASE REQUEST NUMBER: 1300794344 PSC CD: 5840	1	Each	\$105,327.00	\$105,327.00

NET AMT \$105,327.00

ACRN AA \$105,327.00
CIN: 130079434400005

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	DD1423 - CDRL A002 FFP Scientific and Technical Reports FOB: Origin (after Loading) BRAND NAME/SOLE SOURCE: SS MFR PART NR: CDRL A002 PURCHASE REQUEST NUMBER: 1300794344 PSC CD: 5840	1	Each	\$97,103.00	\$97,103.00

NET AMT \$97,103.00

ACRN AA \$97,103.00
CIN: 130079434400006

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	DD1423 - CDRL A003 FFP Computer Software Product End Items FOB: Origin (after Loading) BRAND NAME/SOLE SOURCE: SS MFR PART NR: CDRL A003 PURCHASE REQUEST NUMBER: 1300794344 PSC CD: 5840	1	Each	\$140,143.00	\$140,143.00

NET AMT \$140,143.00

ACRN AA \$140,143.00
CIN: 130079434400007

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	DD1423 - CDRL A004 FFP Scientific Instruments FOB: Origin (after Loading) BRAND NAME/SOLE SOURCE: SS MFR PART NR: CDRL A004 PURCHASE REQUEST NUMBER: 1300794344 PSC CD: 5840	1	Each	\$2.36	\$2.36
				NET AMT	\$2.36
				ACRN AA CIN: 130079434400008	\$2.36

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HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

(End of Text)

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HQ B-2-0009 NOTE (CDRL)

NOTE A - Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

(End of Text)

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**HQ B-2-0022 CONTRACT SUMMARY FOR PAYMENT OFFICE (FIXED
PRICE) (FEB 1997)**

This entire contract is fixed price.

(End of Text)

Section C - Descriptions and Specifications

STATEMENT OF WORK

1.0 Facility Description

The Carderock Division, Naval Surface Warfare Center (NSWCCD), Detachment Dania Beach, FL, (Code 754) is also known as the South Florida Ocean Measurement Facility (SFOMF). The Detachment is chosen for its special characteristics of deep, clear water, close to shore and an environment suited for year-round testing. In support of Navy RDT&E operational requirements, SFOMF invented enabling technologies, methods, and procedures for working in the high ocean currents of the Gulf Stream. SFOMF conducts operations in the Port Everglades Vicinity (PEV) at a versatile and diverse modern facility with equipment that supports a broad range of customers who seek the niche testing environment provided. SFOMF is adjacent to the deep-water Port Everglades. For the purposes of this Statement of Work, the “SFOMF environment” is defined as the Atlantic Ocean bounded on the east by the Exclusive Economic Zone (EEZ) and on the west by the shoreline between the cities of West Palm Beach and Miami, FL.

2.0 Rational and Background

Contractor involvement is required to acquire the hardware necessary to measure and collect environmental data for characterization. The modeling and process effort shall be defined and implemented by the contractor to provide comprehensive Physical Oceanographic Laboratory (POL) equipment and environmental characterization. This support includes the development and installation of the necessary measurement systems required to further characterize the SFOMF oceanographic environment.

3.0 Scope of Work

Contractor support is required to provide the acquisition and configuration of bottom mounted or moored measurement systems, including installation, to provide detailed information on the spatial and temporal structure of the oceans current field, conductivity field, temperature field, and pressure field and surface wave field. All measurement systems must be self-recording and self-sustaining for a period of not less than 3 months. Following the equipment procurement and configuration, ocean environmental measurements in three spatial dimensions and time is to be undertaken in an area southeast of Port Everglades, the Area of Research (AoR). These measurements shall provide detailed information on the spatial and temporal structure of the oceans current field, surface wave field, conductivity field, temperature field, and pressure field. Experiments shall be designed to identify and study those dynamical processes which govern motion of water and to validate the contractors existing Computational Fluid Dynamic (CFD) model. This model shall be configured to represent the area of the experiment. The Government shall select two separate water space volumes to measure and subsequently validate the model. The two water volumes for ocean environmental measurements shall be located at water depths of approximately 540 and 800 feet at a distance offshore of approximately 4 and 8 Nm. The exact location shall be negotiated such that the characterizations provide the most benefit to SFOMF at least risk to existing equipment.

4.0 Requirements

The Contractor shall procure all the necessary hardware and software required to conduct a concurrent ocean experiment. All hardware and software procured for this experiment shall be such that it may also be deployed in a different location of similar size and depth (See Task 3, Section 5.0). The conduct of a similar effort at a different location must be considered in purchase of equipment’s and development of procedures. The following are the minimum quantities and requirements for the measurement systems:

Ocean Current Field Quantity = 6 bottom mounted Sensors

Self-recording bottom mounted measurement upward looking measurement system

Minimum performance requirements: Equal to Teledyne RD Instruments Workhorse Quartermaster high resolution 150 kHz Acoustic Doppler Current Profiler for continuous ocean observations

- Typical operating conditions: 500-1000 ft seawater in the Gulf Stream of Port Everglades, Florida for year-round, continuous operation

Name	Symbol	Range	Accuracy ^{**,***)}
Mean period	T_{m02}	4 - 20 s ^{**)}	+/- 0.5 s
Peak period	T_p	4 - 20 s ^{**)}	+/- 0.5 s
Mean wave direction	$q(f)$	0 - 360°	+/- 2°
Peak direction	q_p	0 - 360°	+/- 2°
Integrated wave spreading	Spr	0 - 90°	-
Peak wave length	l_p	15 - 600 m ^{**)}	+/- 10%
1 st peak period	T_{p1}	3 - 18 s ^{**)}	+/- 0.5 s
1 st peak wave length	l_{p1}	15 - 600 m ^{**)}	+/- 10%
1 st Peak direction	q_p	0-360°	+/- 2°
2 nd peak period	T_{p2}	3 - 18 s ^{**)}	+/- 0.5 s
2 nd peak wave length	l_{p2}	15 - 600 m ^{**)}	+/- 10%
2 nd peak direction	q_p	0 - 360°	+/- 2°
Surface current velocity	U	0 - 5 m/s ^{**)}	+/- 0.2 m/s
Surface current direction	q_U	0 - 360°	+/- 2°

*) There is no limit in estimating the wave heights, but up to now H_s of 14 m was the highest value measured with WaMoS® II.

**) These values indicate the typical range by using an antenna with 1.4s repetition time. But it depends very much on the radar hardware, the total time of measurement and therefore can vary for each individual installation.

***) Based on comparative wave measurements considering an equally distributed error.

5.0 SFOMF Oceanographic Environmental Modeling

Characterize the SFOMF oceanographic environment such that the following specific tasks are accomplished.

Task 1: The Contractor shall design, conduct, and analyze ambient ocean experiments and data acquisition and analysis efforts towards validating the CFD model. As a minimum, experimental data to be collected includes ADCP, CTD, pressure, surface waves.

Task 2: Provide a CFD model that predicts ocean currents, conductivity, temperature, pressure, and internal waves of the AoR over space and time. Model must be verified and validated with ADCP and pressure sensor field data in addition to analytical models. Outputs shall be in an easy to read report format and Excel spreadsheet database. Model shall be useable in the sense that initial and boundary conditions can easily be altered and input by the Government to obtain a new prediction for the AoR. A detailed user's manual including examples shall be provided as a part of the CFD model. Model should reflect actual seafloor slope in the AoR.

Task 3: Repeat Task 1 ocean experiments in a second water space within the AoR at Port Everglades of the same approximate size and depth. This data shall be used to run and calibrate the CFD model.

Task 4: The Contractor shall deliver the data (CDRL A001), a report (CDRL A002), computer models (CDRL A003) and the equipment purchased under this contract to the government (CDRL A004). A detailed report shall be provided that presents the results of the experiments. The report shall provide the Government with enough information to do all things necessary to deploy the equipment, run the models, and draw conclusions on the models' effectiveness at a different location. CDRL A001 Shall include Data shall include Geographic Information System (GIS) data for all equipment deployed as required for the environmental characterization.

6.0 Other Considerations

Because this experiment shall occupy water space that is controlled by the U.S. Navy and is likely to require the deployment of moored and bottom current sensors and conductivity-temperature-pressure recorders, radars, and drones capable of collecting sensitive information the conduct of all ocean experiments both preliminary and final shall be approved by the Site Director of the U.S. Navies South Florida ocean Measurement Facility at least 30 days before the conduct of any in water or in air testing.

7.0 Coordination

Close coordination and communication with the U.S. Navy will be required for a mutually successful project. Additionally, the contractor will recruit other facilities, industry partners and expertise as needed and approved by the U.S. Navy to complete work within given schedule.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-1-0001 ITEMS 0005-0008 DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

(End of Text)

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0008 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

(End of Text)

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0009 ASSIGNMENT OF SERIAL NUMBER(S) (NAVSEA) (SEP 1990)

The Contractor shall request serial number assignment, in writing, from the Cognizant Technical Program Office, with a copy to the cognizant Contract Administration Office. The request for serial number assignment shall contain the following minimum information:

- (a) Contract number;
- (b) Assigned line item number and description;
- (c) Assigned type designation;
- (d) Assigned model number;
- (e) Top drawing number and ID (List of Drawings) number;
- (f) Exact quantity for which serial numbers are being requested, including preproduction samples required by the contract; and
- (g) National Stock Number

(End of Text)

**HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL
CONTRACT FILES (NAVSEA) (APR 2004)**

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E

Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of Text)

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0001 PACKAGING OF DATA

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 1 dated 28 March 2013.

(End of Text)

CLAUSES INCORPORATED BY FULL TEXT

HQ D-2-0006 MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

(End of Text)

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor

- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

Kameron Corregan

(Name of Individual Sponsor)

NSWC Carderock

(Name of Requiring Activity)

Fort Lauderdale, Florida

(City and State)

(End of Text)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0005	Origin	Government	Origin	Government
0006	Origin	Government	Origin	Government
0007	Origin	Government	Origin	Government
0008	Origin	Government	Origin	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(End of Text)**HQ E-1-0004 INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. ORIGIN DELIVERIES**

Item(s) **0001-0004** - Inspection and acceptance shall be made at source by a representative of the cognizant Contract Administration Office.

(End of Text)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	30 dys. ADC	6	NOVA SOUTHEASTERN UNIVERSITY INC CATHY HARLAN 3301 COLLEGE AVE FORT LAUDERDALE FL 33314-7721 (954) 262-5366 FOB: Origin (after Loading)	
0002	30 dys. ADC	3	(SAME AS PREVIOUS LOCATION) FOB: Origin (after Loading)	2X253
0003	30 dys. ADC	6	(SAME AS PREVIOUS LOCATION) FOB: Origin (after Loading)	2X253
0004	30 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (after Loading)	2X253
0005	18 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (after Loading)	2X253
0006	18 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (after Loading)	2X253
0007	18 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (after Loading)	2X253
0008	18 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Origin (after Loading)	2X253

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006

CLAUSES INCORPORATED BY FULL TEXT

HQ F-1-0002 DELIVERY LANGUAGE FOR ENGINEERING SERVICES

Item(s) - Engineering services shall be performed within 18 months after unconditional acceptance of the last unit of Item(s) . The Contractor shall notify the Contracting Officer in writing via the Contract Administration Office

(CAO) of the actual date of unconditional acceptance of the last unit of the foregoing item(s), with a copy to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(End of Text)

HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

(End of Text)

HQ F-2-0005 F.O.B. ORIGIN (NAVSEA) (APR 2015)

All supplies hereunder shall be delivered free of expense to the Government in accordance with instructions specified in the clause hereof entitled "F.O.B. ORIGIN" (FAR 52.247-29) at or near the Contractor's plant, **Fort Lauderdale, USA, Florida**, for shipment at Government expense (normally on Government bill(s) of lading) in accordance with the delivery instructions specified herein.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

If shipping instructions have not been provided within sixty (60) days prior to first scheduled delivery date, the Contractor shall submit a written request for shipping instructions to **NSWC Carderock**, with a copy to the cognizant Contract Administration Office.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

(End of Text)

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 1781319 84RJ 260 V73R0 0 050120 2D 000000
 COST CODE: A00005125931
 AMOUNT: \$2,399,323.38

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	130079434400001	\$754,068.00
	0002	130079434400002	\$739,044.00
	0003	130079434400003	\$277,360.02
	0004	130079434400004	\$286,276.00
	0005	130079434400005	\$105,327.00
	0006	130079434400006	\$97,103.00
	0007	130079434400007	\$140,143.00
	0008	130079434400008	\$2.36

CLAUSES INCORPORATED BY REFERENCE

252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
 - (1) Document type. The Contractor shall submit payment requests using the following document type(s):
 - (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
 - (ii) For fixed price line items—
 - (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Invoice and Receiving Report (Combo) Source/Source (S/S)

- (B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.
- (iii) For customary progress payments based on costs incurred, submit a progress payment request.
- (iv) For performance based payments, submit a performance based payment request.
- (v) For commercial item financing, submit a commercial item financing request.
- (2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.
- (3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Contract Number	N6426719C0011
Cage Code	2X253
Pay Official DoDAAC	N62827
Issue By DoDAAC	N64267

Admin DoDAAC**	N64267
Inspect By DoDAAC	N/A
Ship To Code	2X253
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N64267
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

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

- For WAWF issues contact Scott Wobken at 951-393-5131 or scott.wobken@navy.mil
- For vendor pay issues contact Dolores Gonzalez at 951-393-4459 or dolores.gonzalez@navy.mil

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

CRNA_1072_W.H.OP@navy.mil, kameron.corregan@navy.mil

(End of clause)

G-232-H002 PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (JUN 2018)

(a) The following table of payment office allocation methods applies to the extent indicated.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions— Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

(b) This procurement contains the following contract type(s):

Item Type*

FP – Fixed Price

This entire contract is firm fixed price.

(End of text)

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

N/A

(End of Text)

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICE
REPRESENTATIVE:

ATTN: VERNON L. FOWLER
NAVAL SURFACE WARFARE CENTER
1999 FOURTH STREET BUILDING 510
NORCO, CA 92860
TELEPHONE NO. 951-393-5966
FAX NO. 951-393-4013
EMAIL ADDRESS: vernon.fowler@navy.mil

CONTRACTING OFFICER:

ATTN: MICHAEL C. BERBERICH
NAVAL SURFACE WARFARE CENTER
1999 FOURTH STREET BUILDING 510
NORCO, CA 92860
TELEPHONE NO. 951-393-4217
FAX NO. 951-393-4013
EMAIL ADDRESS: michael.c.berberich@navy.mil

PRODUCT DATA REPORTING AND
EVALUATION PROGRAM (PDREP)
DEPARTMENT COORDINATOR
REPRESENTATIVE:

ATTN: JAMES D. BYERS
NAVAL SURFACE WARFARE CENTER
CARDEROCK DIVISION
9500 MACARTHUR BLVD
BETHESDA, MD, 20817-5700
TELEPHONE NO. 301-337-1816
EMAIL ADDRESS: james.d.byers1@navy.mil

(End of Text)

NOTE: SUBJECT MATTER EXPERT (SME) SHALL BE USED IN LIEU OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

(End of Text)

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000
Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

(End of Text)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9	Small Business Subcontracting Plan	AUG 2018
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2018
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015

52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3 Alt I	Patent Indemnity (Apr 1984) - Alternate I	APR 1984
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.244-6	Subcontracts for Commercial Items	OCT 2018
52.249-5	Termination For Convenience Of The Government (Educational And Other Nonprofit Institutions)	AUG 2016
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015

252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus	MAR 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2018
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	JAN 2015
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7001	Warranty Of Data	MAR 2014
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.232-2 PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (APR 1984)

The Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for work delivered or rendered and accepted, less any deductions provided in this contract. Unless otherwise specified, payment shall be made upon acceptance of any portion of the work delivered or rendered for which a price is separately stated in the contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 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 Electrotechnical Commission (IEC) 16022.

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

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at 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 No.	Item description
.....N/A.....	

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

Contract line, subline, or exhibit line item No.	Item description
.....N/A.....	

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

(4) Enterprise identifier (if concatenated unique item identifier is used).

- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

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

** Once per item.

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

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

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

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

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

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

HQ J-2-0002 CONTRACT LANGUAGE FOR SECTION J

The following document(s), exhibit(s), and other attachment(s) form a part of this contract:

Exhibit A		
Reference Number	Contract Deliverable Requirements List, DD Form 1423	Data Item Description
A001	Data Accession List	DI-MGMT-81453B
A002	Scientific and Technical Reports	DI-MGMT-80711A
A003	Computer Software Product End Items	DI-AVCS-80700A
A004	Scientific Instruments	DI-MISC-81920

(End of Text)