OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30
19. ITB NO.  

20. SCHEDULE OF SUPPLIES/SERVICES  

21. QUANTITY  22. UNIT  23. UNIT PRICE  24. AMOUNT

**SEE SCHEDULE**

<table>
<thead>
<tr>
<th>32a. QUANTITY IN COLUMN 21 HAS BEEN</th>
<th>32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</th>
<th>32c. DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RECEIVED</td>
<td>PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</td>
<td></td>
</tr>
<tr>
<td>INSPECTED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</th>
<th>32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE</th>
<th>32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT |
|----------------------------------------------------|---------------------------------|-----------------------------|-----------------|
|                                                   | 38. ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY | COMPLETE | PARTIAL | FINAL |
|                                                   | PARTIAL | FINAL |

<table>
<thead>
<tr>
<th>41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT</th>
<th>42a. RECEIVED BY (Print)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER</th>
<th>41c. DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>42b. RECEIVED AT (Location)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>42c. DATE REC'D (YY/MM/DD)</th>
<th>42d. TOTAL CONTAINERS</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005)
BACK
Prescribed by GSA
FAR (48 CFR) 53.212
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>ESTIMATED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>30,000 Each</td>
<td>$57.50</td>
<td>$1,725,000.00 EST</td>
<td></td>
</tr>
</tbody>
</table>

FSC: 5985  Name: DOWN-CONVERTER Part Number: 2010-030 W/PS(1EA)

Description: INTEGRATED ANTENNA, 21dBi GAIN, 28dB CROSS POL REJECTION, POWDER COAT PAINT AND MOUNTING HARDWARE; DOWN CONVERTER WITH INTEGRATED DIPOLE AND SUB-REFLECTOR, 90dB PCS REJECTION FILTER, FINISH: MIL-C-5541 CHEM FILM, INPUT FREQ. 2500-2686MHz, OUTPUT FREQ. 222-408MHz, 30dB GAIN LNB, HDTV READY WITH -93dBc/Hz @10KHz PHASE NOISE. POWER SUPPLY, UNIVERSAL INPUT 100-240VAC, OUTPUT +15-+24 VDC; POWER INSERTER, INPUT FREQ. 5-1000MHz. ALL COMPONENTS MUST INTERFACE AND BE MECHANICALLY AND TECHNICALLY COMPATIBLE.

Manufacturer: CALIFORNIA AMPLIFIER, INC.

FOB: Destination
NSN: 5985-01-P63-8196
MILSTRIP: HQ002893230002
PURCHASE REQUEST NUMBER: HQ002893248621
PROJECT: OV4 LI: 2

ESTIMATED NET AMT: $1,725,000.00 (EST.)

ACRN: AA
CIN: 00000000000000000000000000000000

$6.00
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>ESTIMATED AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>0002</td>
<td></td>
<td>30,000</td>
<td>Each</td>
<td>$57.50</td>
<td>$1,725,000.00 EST</td>
</tr>
</tbody>
</table>

OPTION

FSC: 5985  Name: DOWN-CONVERTER Part Number: 2010-030 W/PS(1EA)

FPF

Description: INTEGRATED ANTENNA, 21dBi GAIN, 28dB CROSS POL REJECTION, POWDER COAT PAINT AND MOUNTING HARDWARE; DOWN CONVERTER WITH INTEGRATED DIPOLE AND SUB-REFLECTOR, 90dB PCS REJECTION FILTER, FINISH:MIL-C-5541 CHEM FILM, INPUT FREQ. 2500-2686MHz, OUTPUT FREQ. 222-408MHz, 30dB GAIN LNB, HDTV READY WITH -93dBc/Hz @10KHz PHASE NOISE, POWER SUPPLY, UNIVERSAL INPUT 100-240VAC, OUTPUT +15+24 VDC; POWER INserter, INPUT FREQ. 5-1000MHz. ALL COMPONENTS MUST INTERFACE AND BE MECHANICALLY AND TECHNICALLY COMPATIBLE.

Manufacturer: CALIFORNIA AMPLIFIER, INC.

FOB: Destination

NSN: 5985-01-P63-8196

MILSTRIP: HQ002893230002

PROJECT: 0V4 LF: 2
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>ESTIMATED AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>0003</td>
<td>DOWN-CONVERTER</td>
<td>30,000</td>
<td>Each</td>
<td>$57.50</td>
<td>$1,725,000.00 EST</td>
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</table>

**OPTION**

- **FSC:** 5985
- **Name:** DOWN-CONVERTER
- **Part Number:** 2010-030 W/PS(IEA)
- **FFP**

**Description:** INTEGRATED ANTENNA, 21dBi GAIN, 28dB CROSS POL REJECTION, POWDER COAT PAINT AND MOUNTING HARDWARE; DOWN CONVERTER WITH INTEGRATED DIPOLE AND SUB-REFLECTOR, 90dB PCS REJECTION FILTER, FINISH: MIL-C-5541 CHEM FILM. INPUT FREQ. 2500-2686MHz, OUTPUT FREQ. 222-408MHz, 30dB GAIN LNB, HDTV READY WITH -93dBc/Hz @10KHz PHASE NOISE. POWER SUPPLY, UNIVERSAL INPUT 100-240VAC, OUTPUT +15V+24VDC; POWER INSERTER, INPUT FREQ. 5-1000MHz. ALL COMPONENTS MUST INTERFACE AND BE MECHANICALLY AND TECHNICALLY COMPATIBLE.

**Manufacturer:** CALIFORNIA AMPLIFIER, INC.

**FOB:** Destination

**NSN:** 5985-01-663-8196

**MILSTRIP:** HQ002893230002

**PROJECT:** OV4 LI: 2

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

<table>
<thead>
<tr>
<th>CLIN</th>
<th>INSPECT AT</th>
<th>INSPECT BY</th>
<th>ACCEPT AT</th>
<th>ACCEPT BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Destination</td>
<td>Government</td>
<td>Destination</td>
<td>Government</td>
</tr>
<tr>
<td>0002</td>
<td>Destination</td>
<td>Government</td>
<td>Destination</td>
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</tr>
<tr>
<td>0003</td>
<td>Destination</td>
<td>Government</td>
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<td>Government</td>
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HQ0028-10-D-0002
Page 5 of 19
### DELIVERY INFORMATION

<table>
<thead>
<tr>
<th>CLIN</th>
<th>DELIVERY DATE</th>
<th>QUANTITY</th>
<th>SHIP TO ADDRESS</th>
<th>UIC</th>
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</thead>
<tbody>
<tr>
<td>0001</td>
<td>POP 01-APR-2010 TO</td>
<td>N/A</td>
<td>HQ0028 DEFENSE MEDIA ACTIVITY_SHIP TO</td>
<td>HQ0028</td>
</tr>
<tr>
<td></td>
<td>31-MAR-2011</td>
<td></td>
<td>JAMES YOUNG 14855 6TH STREET</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>RIVERSIDE CA 92518-2031</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>951-413-2429 FOB: Destination</td>
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<tr>
<td>0002</td>
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<td>(SAME AS PREVIOUS LOCATION)</td>
<td>HQ0028</td>
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<td>31-MAR-2013</td>
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<td>FOB: Destination</td>
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</table>

### ACCOUNTING AND APPROPRIATION DATA

AA: FUNDS WILL BE CITED ON EACH INDIVIDUAL DELIVERY ORDER

AMOUNT: $0.00

CIN 000000000000000000000000000000: $0.00

### CLAUSES INCORPORATED BY REFERENCE

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.203-3</td>
<td>Gratuities</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.203-6 Alt. I</td>
<td>Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I</td>
<td>OCT 1995</td>
</tr>
<tr>
<td>52.204-4</td>
<td>Printed or Copied Double-Sided on Recycled Paper</td>
<td>AUG 2000</td>
</tr>
<tr>
<td>52.209-6</td>
<td>Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment</td>
<td>SEP 2006</td>
</tr>
<tr>
<td>52.211-17</td>
<td>Delivery of Excess Quantities</td>
<td>SEP 1989</td>
</tr>
<tr>
<td>52.212-4</td>
<td>Contract Terms and Conditions -- Commercial Items</td>
<td>MAR 2009</td>
</tr>
<tr>
<td>52.219-6</td>
<td>Notice Of Total Small Business Set-Aside</td>
<td>JUN 2003</td>
</tr>
<tr>
<td>52.219-8 (DEV)</td>
<td>Utilization of Small Business Concerns (DEVATION)</td>
<td>MAY 2004</td>
</tr>
<tr>
<td>52.219-14</td>
<td>Limitations On Subcontracting</td>
<td>DEC 1996</td>
</tr>
<tr>
<td>52.222-3</td>
<td>Convict Labor</td>
<td>JUN 2003</td>
</tr>
<tr>
<td>52.222-19</td>
<td>Child Labor -- Cooperation with Authorities and Remedies</td>
<td>AUG 2009</td>
</tr>
<tr>
<td>52.222-21</td>
<td>Prohibition Of Segregated Facilities</td>
<td>FEB 1999</td>
</tr>
<tr>
<td>52.222-26</td>
<td>Equal Opportunity</td>
<td>MAR 2007</td>
</tr>
<tr>
<td>52.222-35</td>
<td>Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans</td>
<td>SEP 2006</td>
</tr>
<tr>
<td>52.222-36</td>
<td>Affirmative Action For Workers With Disabilities</td>
<td>JUN 1998</td>
</tr>
</tbody>
</table>
The Contractor shall attach two (2) copies of a detailed packing list with each box or container with unlike items where the full description of the contents is not authorized or cannot be shown. Include one (1) copy of the packing list inside the box or container and attach one (1) copy of the packing list on the outside of the box or container. The outside of the box or container must also
include the complete shipping address as provided in the schedule and the Contract number located on Page 1 of this document.

The packing list shall contain the following information:

(a) Contract number/Purchase Order number or Delivery Order number
(b) Package number and set number (if any) of the container.
(c) A list of the contents which shows the quantity by item, item description, part number, type and size, unit of issue if other than each.

NOTE!
The government
WILL NOT ACCEPT
items shipped without a packing list especially when the content of the package is unidentifiable; rejected items will be returned at the contractor's expense.

INCOMPLETE DELIVERIES

Incomplete delivery refers to the incomplete shipment of a unit of issue of an individual contract line item (CLIN). Such incomplete, or fragmented delivery of any part of a CLIN is not authorized and will not be accepted. Each item (CLIN), including all components and sub-items, is to be delivered complete. Where sub-line items are reflected as component parts of an item, all sub-line items must be delivered simultaneously to form the complete item.

RECEIVING HOURS FOR DELIVERIES

Material for delivery will be accepted at the receiving activity between 0730 and 1430 hours only, daily except Saturday, Sunday and Federal holidays. Carriers or deliveries arriving after 1400 hours will not be off-loaded or accepted until the following workday.

(End of Local Instruction)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2009) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to
litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(i) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-


(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).


(vii) Reserved.


(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).


(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)
52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Apr 2010 through 31 Mar 2011, unless the contract is extended by exercise of an Option.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 5,000 each;

(2) Any order for a combination of items in excess of 5,000 each; or

(3) A series of orders from the same ordering office within 10 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in
accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 Mar 2011, unless the contract is extended by exercise of an Option.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 calendar days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

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

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

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

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

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

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

(3) For long-term contracts--

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/services/contractingopportunities/sizestandardstopics/.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it (X) is, ( ) is not a small business concern under NAICS Code 334220 assigned to contract number (will be completed upon contract award).

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)
52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

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

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

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

"WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere." The Contractor shall insert the name of the substance(s).

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this 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):


(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 Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)
ITEM IDENTIFICATION AND VALUATION (AUG 2008)

(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 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 unique item 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 non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

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.

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/uuid_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) All delivered items for which the Government’s unit acquisition cost is $5,000 or more.

(ii) The following items for which the Government’s unit acquisition cost is less than $5,000:

<table>
<thead>
<tr>
<th>Contract line, subline, or exhibit line item No.</th>
<th>Item description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLIN #0001, 0002, AND 0003</td>
<td>DOWN CONVERTER</td>
</tr>
</tbody>
</table>
(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

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

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


(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.

(4) 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; 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 the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(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 unique item identification under paragraph (c)(1)(i) or (ii) of this clause, 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, or associated with, 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.

(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 in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.
(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item 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).

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2009) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5) (Apr 2009) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:


(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb.mil/.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;
(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

ELECTRONIC INVOICE INFORMATION

This contract action for commercial items of supply incorporates DFARS 252.232-7003, Electronic Submission of Payment Requests. The most common method of electronic submission of payment requests is by Wide Area Workflow (WAWF). Options within WAWF include a, a 2-in-1 invoice for service contracts, and a "combo" invoice that includes both the payment request and the receiving document. Another option is the "stand-alone" that is not recommended because of communication delays. The experience of this office in the administration of electronic invoices has shown that the use of the "combo" invoice, when available, will result in a quicker, more accurate payment. The matching by the WAWF system of invoices and receiving reports individually submitted by the vendor and the receiving activity routinely cause problems because they do not appear together and must be individually matched and then verified. The use of the "combo" does not present this problem and avoids the attendant delays associated with matching. The 2-in-1 is a similar method for service contracts. Detailed instructions on how to create a 2-in-1 invoice, as well as other topical issues, can be found at the WAWF training website shown below.

Self registration for the use of WAWF can be accomplished at https://wawf.eb.mil/index.html. For assistance in registering contact:
1-866-618-5988
COMMERCIAL: 801-605-7095
CSCASSIG@CSD.DISA.MIL

Training on the use of WAWF for the submission of invoices is available on line at http://www.wawftraining.com.