

STANDARD FORM 1449 (REV 3/2005)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 28	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 30 - BLOCK 14 CONTINUATION PAGE

CLAUSES INCORPORATED BY REFERENCE

52.217-8	Option To Extend Services	NOV 1999
252.201-7000	Contracting Officer's Representative	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

WIDE AREA WORKFLOW – RECEIPT AND ACCEPTANCE (WAWF-RA)

ELECTRONIC SUBMISSION AND PROCESSING OF PAYMENT REQUESTS AND RECEIVING REPORTS

IN ACCORDANCE WITH DFARS 232.7002, USE OF ELECTRONIC PAYMENT REQUESTS IS MANDATORY. USE OF WAWF WILL SPEED UP YOUR PAYMENT PROCESSING TIME AND ALLOW YOU TO MONITOR YOUR PAYMENT STATUS ONLINE. THERE ARE NO CHARGES OR FEES TO USE WAWF.

Invoicing Instructions:

Requests for payments must be submitted electronically via the Internet through the Wide Area WorkFlow – Receipt and Acceptance (WAWF-RA) system at <https://wawf.cb.mil>. All contractors must create two documents (Invoice and Receiving Report; i.e. Combo Documents) with a single data entry session.

Questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS) Indianapolis at (888) 332-7336. Please have your order number and invoice number ready when contacting DFAS about payment status.

You can easily access payment and receipt information using the DFAS Web Site at <https://invoice.csd.disamil>. Your purchase order/contract number or invoice number will be required to verify the status of your payment.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR RECEIVING REPORTS, INVOICES AND ADDITIONAL E-MAILS CORRECTLY THROUGH WAWF.

CONTRACT NUMBER:	HQ0013-09-C-0006		
DELIVERY ORDER NUMBER:	NA		
TYPE OF DOCUMENT:	Combo		
CAGE CODE:	33PP4		
ISSUE BY DODAAC:	HQ0013	NAME:	Defense Security Cooperation Agency
ADMIN DODAAC:	HQ0013	NAME:	Defense Security Cooperation Agency
SERVICE ACCEPTOR/SHIP TO:	HQ0013		
LOCAL PROCESSING OFFICE:	Leave Blank		

PAY OFFICE DODAAC:	F67100
SEND E-MAIL NOTIFICATIONS: (COR/GOV'T OFFICIAL)	(b)(6)
CONTRACT ADMINISTRATOR: (CONTRACT SPECIALIST)	(b)(6)
For shipping, delivery, invoice and payment questions/Issues, Please contact:	
To:	Defense Security Cooperation Agency (DSCA)
Attn:	(b)(6)
Phone:	
Fax:	NA
Email:	(b)(6)



Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Metrics Analysis Support Services FFP The Contractor shall provide administrative and technical services in support of the Performance Objectives identified in the attached PWS. FOB: Destination PURCHASE REQUEST NUMBER: DNAR00001SAB	12	Months	(b)(4)	(b)(4)

NET AMT

ACRN AA
CIN: DNAR00001SAB0001

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ODC Travel COST The Contractor shall be reimburse for travel, if required, in accordance with the JTR/FTR. FOB: Destination PURCHASE REQUEST NUMBER: DNAR00001SAB		Months		\$1,000.00
				ESTIMATED COST	\$1,000.00 (EST.)
	ACRN AA CIN: DNAR00001SAB0002				\$1,000.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months	(b)(4)	(b)(4)
EXERCISED OPTION	Metrics Analysis Support Services FFP FOB: Destination PURCHASE REQUEST NUMBER: DNAR11013				

NET AMT

ACRN AB
CIN: DNAR110131001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002			Months		\$1,000.00
EXERCISED OPTION	ODC Travel COST FOB: Destination PURCHASE REQUEST NUMBER: DNAR11013				

ESTIMATED COST

\$1,000.00 (EST.)

ACRN AB
CIN: DNAR110131002

\$1,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months	(b)(4)	(b)(4)
EXERCISED OPTION	Metrics Analysis Support Services FFP The Contractor shall provide administrative and technical services in support of the Performance Objectives identified in the attached PWS. FOB: Destination PURCHASE REQUEST NUMBER: DNAR00001SAB				

NET AMT

ACRN AC
CIN: DNAR200082001


(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 EXERCISED OPTION	ODC Travel COST The Contractor shall be reimburse for travel, if required, in accordance with the JTR/FTR. FOB: Destination PURCHASE REQUEST NUMBER: DNAR00001SAB		Months		\$1,000.00
				ESTIMATED COST	\$1,000.00 (EST.)
	ACRN AC CIN: DNAR200082002				\$1,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 EXERCISED OPTION	Metrics Analysis Support Services FFP The Contractor shall provide administrative and technical services in support of the Performance Objectives identified in the attached PWS. *****P00012 extends services for a period of 30 days (1 month). Funding for the extension period is SUBJECT TO AVAILABILITY OF FY14 FUNDS and will be incorporated under SLIN 300101. *****P00014 extends services for a period of 30 days (1 month) from 01 - 30 November 2013. Funding is available for the extension and incorporated under subCLIN 300103. The modification also removes FAR 52.217-8 Availability of Funds and incorporates funds in support of the initial 30 day extension under subCLIN 300102. SubCLIN 300101 is hereby reserved as the FY14 line of accounting provided does not match the LOA listed under 300101. FOB: Destination PURCHASE REQUEST NUMBER: DNAR30003	14	Months	(b)(4)	(b)(4)

NET AMT

ACRN AD
CIN: DNAR300033001

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300101					\$0.00

RESERVED

FFP

*****P00012 extends services for a period of 30 days (1 month).

*****P00014 reserves this informational subCLIN and establishes subCLIN
300102 to incorporate the FY14 LOA in support of the October 2013 extension.
FOB: Destination

NET AMT	\$0.00
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ACRN AE	\$0.00
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CIN: FIATDS3248A001300101

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300102					\$0.00

October Extension Funding

FFP

*****P00014 removes the Subject to Availability of Funds clause and
incorporates FY14 funding in support of the 01-31 October 2013 extension of
services.

FOB: Destination

NET AMT	\$0.00
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ACRN AG

CIN: FIATDS3248A0010000AA

(b)(4)



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300103					\$0.00

November Extension Funding

FFP

P000014 extends service for a period of 30 days. The Period of performance for the extension is 01 - 30 November 2013. SubCLIN 300103 incorporates funding in support of the 30 day extension.

FOB: Destination

NET AMT

\$0.00

ACRN AG

CIN: FIATDS3248A001300103

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		12	Months	\$83.33333	\$1,000.00

EXERCISED
OPTION

ODC Travel

COST

The Contractor shall be reimburse for travel, if required, in accordance with the JTR/FTR.

FOB: Destination

PURCHASE REQUEST NUMBER: DNAR30003

ESTIMATED COST

\$1,000.00 (EST.)

ACRN AD

CIN: DNAR300033002


\$1,000.00

PWS

STATEMENT OF WORK
DSCA Metrics Analysis Support
201 12th Street, South, Ste 203
Arlington, VA 22202

Performance Work Statement
10 April 2009

1. INTRODUCTION. The Defense Security Cooperation Agency (DSCA) leads, directs, and manages security cooperation programs and resources to support U.S. national security objectives that build relationships that promote U.S. interests; build allied and partner capacities for self-defense and coalition operations; and promote peacetime and contingency access for U.S. forces.

2.  COPE. The purpose of this requirement is to provide the necessary level of administrative, professional, and technical support required to facilitate the overall objectives of the DSCA. The

contractor shall provide services and staffing to conduct and support daily research and analyses of business performance metrics using a solid foundation of information technology and data analysis techniques in support of the agency's ongoing efforts to improve business processes and performance.

3. PERFORMANCE BASED WORK STATEMENT. The Contractor shall provide administrative and technical services in support of the DSCA Chief Performance Officer (CPO). Specific work shall include, but not be limited to the following:

Performance Objective No. 1: Business Metrics Analysis

- a. Conduct research, perform database management, perform analyses, and produce recurring performance (metrics) reports in support of senior level management reviews and process improvement initiatives.

Performance Measure: Conduct of Business Analyses

Performance Standards: Deliverables are provided within the time frames specified in paragraph 12 of this performance work statement (PWS).

Method of Surveillance: 100% inspected

- b. Coordinate stakeholder input to business databases when required and respond to questions and requests for assistance.

Performance Measure: Effectiveness of Follow-Up and Response

Performance Standard: Business metrics are monitored on a recurring basis, inputs and clarifications are sought from stakeholders, and queries from stakeholders are addressed within the time frames specified in paragraph 12 of this performance work statement (PWS).

Method of Surveillance: 100% inspection

Performance Objective No. 2: Strategic Planning

Monitor, analyze, and provide reports on agency progress in implementing the goals and objectives of its Strategic Plan.

Performance Measure: Support to Strategic Planning

Performance Standard: Reports are provided as stipulated in para. 12 of this PWS with no more than 5% error rate.

Method of Surveillance: 100% inspection

Performance Objective No. 3: Process Improvement

Provide technical support to Lean Six Sigma projects and other studies and activities that are designed to support the development of business process improvements.

Performance Measure: Support to Process Improvement

Performance Standard: Required business data and related reports are compiled and arrayed in an accurate and user-friendly format as stipulated in para. 12 of this PWS with no more than 5% error rate.

Method of Surveillance: 100% inspection.

Performance Objective No. 4: Stakeholder Outreach

Maintain and update the CPO intranet site for internal sharing of information and the automated electronic agency email and USPS address listings used by DSCA for analytical surveys, including the Office of the Secretary of Defense Biennial Review and occasional community-wide electronic communications.

Performance Measure: Maintenance of Intranet Site and Electronic Address Database

Performance Standard: No more than 10% error rate

Method of Surveillance: Periodic spot-check

Performance Objective No. 5: Support to Senior Management Consultations and Meetings

Provide analytical, technical and administrative support to senior-level working group meetings and executive reviews of business performance, strategic plan implementation, and other meetings as required.

Performance Measure: Meeting Support

Performance Standard: Business review and strategy meetings are provided with statistically accurate charts and graphs presented through effective use of audio-visual capabilities and printed materials

Method of Surveillance: 100% inspection

4. PERIOD OF PERFORMANCE. The period of performance shall be from date of award -12 months with three additional option years.

5. PLACE OF PERFORMANCE. The Contractor shall perform the tasks onsite at the Government's facility. DSCA is located at 201 12th Street South, Suite 203, Arlington, VA 22202-4306.

6. GOVERNMENT FURNISHED PROPERTY/ASSISTANCE. DSCA will provide government furnished equipment (GFE) necessary for the successful completion of the PWS. Management and administration of the GFE and software will require the Contractor to provide those skills necessary to effectively install and operate the items provided. The Contractor shall notify the DSCA COR of any and all hardware/software malfunctions and shall safeguard and provide property accountability for all items. The Contractor shall return all hardware in serviceable condition as well as all COTS software and supporting documentation provided under this PWS to DSCA at the end of the contract period. The Contractor shall coordinate the receipt and return of GFE with the COR and Principal Director, DSCA Business Operations/Financial Policy and Internal Operations (FPIO)

7. SPECIAL INSTRUCTIONS/CONSIDERATIONS

a. Security of Data. No data provided to, or developed by, the contractor shall be used for any purpose other than this delivery order. All data will be appropriately safeguarded to preclude disclosure to unauthorized individuals and/or organizations. All information (data files and hard copy) becomes the property of the U.S. government.

b. Cooperation with Other Contractors and Government Personnel. The Contractor shall cooperate with other contractors and Government personnel performing work for DSCA. The Contractor shall be willing to adjust scheduling and performance to accommodate additional support if required by modification. The Contractor shall avoid interfering with the performance of work by other contractors or Government employees while not compromising health, safety or security. Any disagreement or cause of delay shall be brought to the attention of the Contracting Officer Representative (COR).

8. Travel. Travel may be required to support conferences and meetings within the metropolitan Washington D.C. area. Additional travel outside the metropolitan Washington D.C. area is not anticipated. Travel expenses are to be cost reimbursable. All travel shall be in accordance with the Government's Joint Travel Regulation (JTR) or Federal Travel Regulation (FTR) and approved by the Contracting Officer Representative (COR) prior to travel. Travel vouchers and supporting documents must be presented to the COR for payment within 10 days after completion of the travel.

9. GOVERNMENT POINT OF CONTACT. The government COR for contract award is (b)(6) Beauchamp, 703-601-3852 and the email address is (b)(6)@dscamail. For all contracting questions, contact (b)(6) Contracting Officer, at (b)(6) email (b)(6)@dscamail.

10. PERSONNEL QUALIFICATIONS

The contractor shall be responsible for providing a technically qualified person to perform the work specified in this PWS. The contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets the contract specifications and requirements.

The work history of the contract employee must reflect experience directly related to the task and functions he/she is intended to perform under this contract.

The Government reserves the right, during the life of this task order, to request work histories on any contractor employee for the purposes of verifying compliance with the above requirements. Additionally, the government reserves the right to review resumes of contractor personnel proposed to be assigned.

Personnel assigned to, or utilized by, the contractor in performance of work shall be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable, and professional manner.

Computer skills required: MS Suite Versions 2003 and 2007 (Word, Excel, PowerPoint, ACCESS database), MS Front Page for web design, Adobe Acrobat and Photoshop.

11. SECURITY REQUIREMENTS. Contractor personnel require a Secret clearance to accomplish duties associated with this PWS. The contractor shall comply with DD Form 254, Department of Defense Contract Security Classification Specification, and DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM). The contractor shall ensure employee has the required security clearances and/or required background checks equal to or greater than the classified information to which they are granted access. The contractor shall work with the DSCA Security Officer on all security-related issues.

12. DELIVERABLES

Deliverable(s)	Due Date	Draft/Final
Recurring Business Metrics Analyses & Reports	On or Before Established Due Dates	Final
Responses to Stakeholder Input & Requests for Assistance	No later than 3 business days of receipt of data input or request for assistance	Final
Recurring Strategic Planning Implementation Reports	On or Before Established Due Dates	Final
Data Support to Process Improvement Projects	On or Before Established Due Dates	Final
Updated and Accurate Intranet Page and Electronic Email Listing	Last business day of each calendar quarter	Final
Effectively-Supported Senior Business Reviews & Work Group Meetings	Date of supported meeting(s)	Final

13. CONTRACT TYPE. Upon award, this PWS will result in a Firm Fixed Price (FFP) Contract with cost reimbursable CLIN's for travel.

14. INVOICING PROCEDURES

a. Invoices should be submitted to the following addressee:

Defense Security Cooperation Agency (DSCA)

ATTN: (b)(6)

Strategic Planner, DSCA/FO

201 12th Street, South, Ste 203

Arlington, VA 22202

(b)(6)

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

b. The invoice document shall include, as a minimum, the following information in order to ensure proper payment:

- (1) Name and address of the contractor (legal and doing business as);
- (2) Cage Code number;
- (3) Invoice number and date;
- (4) Contract Number and/or Task Order Number;
- (5) Contract line items number(s) and/or subline number for service/delivery rendered;
- (6) Period of performance covered by invoice;

(7) Term of any prompt payment discount offered;

(8) Name, title, and phone number of person to be notified in case of defective invoices.

15. CONTRACTOR RISK. This PWS is written with explicit performance metrics. The contractor shall adhere to all objectives, measures and standards. The contractor shall NOT perform any duties unless provided by the Contracting Officer. If direction for any task outside of the scope of this PWS occurs, the contractor will be working at risk and will not be reimbursed for services. NO EXCEPTIONS

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
300101	N/A	N/A	N/A	Government
300102	N/A	N/A	N/A	Government
300103	N/A	N/A	N/A	Government
3002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2009 TO 30-SEP-2010	N/A	DEFENSE SECURITY COOPERATION AGENCY PGM (b)(6) STRATEGIC PLANNING (STP) 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22201-5408 (b)(6) FOB: Destination	HQ0013
0002	POP 01-OCT-2009 TO 30-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013



1001	POP 01-OCT-2010 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
1002	POP 01-OCT-2010 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2001	POP 01-OCT-2011 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
2002	POP 01-OCT-2011 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
3001	POP 01-OCT-2012 TO 30-NOV-2013	N/A	DEFENSE SECURITY COOPERATION AGENCY-IT (b)(6) DIRECTORATE FOR INFORMATION TECHNOLOGY (I 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22202-5408 (b)(6) FOB: Destination	HQ0013
300101	N/A	N/A	N/A	N/A
300102	N/A	N/A	N/A	N/A
300103	N/A	N/A	N/A	N/A
3002	POP 01-OCT-2012 TO 30-SEP-2013	N/A	DEFENSE SECURITY COOPERATION AGENCY-PGM (b)(6) STRATEGIC PLANNING (STP) 201 12TH STREET SOUTH SUITE 203 ARLINGTON VA 22201-5408 (b)(4),(b)(6) FOB: Destination	HQ0013

ACCOUNTING AND APPROPRIATION DATA

AA: 9711X824268094G06809ADMOOP0T1016202500DNAR00001380100

AMOUNT: (b)(4)

CIN DNAR00001SAB0001 (b)(4)

CIN DNAR00001SAB0002: \$1,000.00

AB: 9711X824268094G16809ADMOOP11T1016272500DNAR11013380100

AMOUNT: (b)(4)

CIN DN 110131001: (b)(4)

CIN DN 110131002: \$1,000.00

AC: 97-11X8242 6809 4G2 6809 ADMOO P2T10 162700 25000 000000 DNAR20008 380100
 AMOUNT: (b)(4)
 CIN DNAR200082001: (b)(4)
 CIN DNAR200082002: \$1,000.00

AD: 97-11X8242 6809 4G3 6809 ADMOO P3T10 162700 25000 DNAR30003 380100
 AMOUNT: (b)(4)
 CIN DNAR300033001: (b)(4)
 CIN DNAR300033002: \$1,000.00

AE: 91 11X8242 6809 4G4 6809 ADMOO P4T10162700 00000 00000 FIATDS 380100
 AMOUNT: \$0.00
 CIN FIATDS3248A001300101: \$0.00

AG: 9711x8242 6809 4G4 6809 ADMOO P4T10 EMDC27 55934 000000FIATDS3248A001 380100
 AMOUNT: (b)(4)
 CIN FIATDS3248A0010000AA: (b)(4)
 CIN FIATDS3248A001300103: (b)(4)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	APR 2009
52.215-2	Audit and Records--Negotiation	MAR 2009
52.216-7	Allowable Cost And Payment	DEC 2002
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.229-3	Federal, State And Local Taxes	APR 2003
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
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	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7004	Excessive Pass-Through Charges	MAY 2008
252.219-7003 (Dev)	Small Business Subcontracting Plan (DoD Contracts)	APR 2007
Alt I	(Deviation) Alternate I	
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
WAWF-RA	WAWF-RA	FEB 2009

CLAUSES INCORPORATED BY FULL TEXT



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 (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) 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

(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 () is, () is not a small business concern under NAICS Code - assigned to contract number .

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

(End of clause)

52.245-1 GOVERNMENT PROPERTY (JUN 2007)

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

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means--

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or

subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Plant equipment as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management. (1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property. (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time--

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property. (1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts. (i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon--

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts. (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

- (A) Issuance of the property for use in contract performance;
- (B) Commencement of processing of the property for use in contract performance; or
- (C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) Contractor plans and systems. (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control. (A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique Item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is--

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property. (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis. (1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property. (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies--

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable. (2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause. (i) Contractor with an approved scrap procedure. (A) The Contractor may dispose of scrap resulting from production or testing under this

contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements. (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules. (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may--

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage. (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions. (i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property. (1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government--furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

52.252-2 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.com]

(End of clause)