

Contract Clauses for W91CRB19D0014 & W91CRB20D0008

Reference

From: TenCate

1.5 General Information.

1.5.2 Data Rights. Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.227-7013, Rights in Technical Data - Non-commercial Items, clause 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, and clause 252.227-7027, Deferred Ordering of Technical Data or Computer Software, cover data rights.

1.5.3 Patent Rights: Federal Acquisition Regulation (FAR) clause 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement, DFARS clause 252.227-7038, Patent Rights--Ownership by the Contractor (Large Business), and clause 252.227-7039, Patents--Reporting of Subject Inventions, cover patent rights.

1.5.5 Buy American Act. The Contractor shall ensure that all products provided comply with DFARS Clause 252.225-7001, Buy American Act and Balance of Payments Program. All pertinent FAR and DFARS clauses will be included in the solicitation and subsequent contract, also see 41 US Code Chapter 8301-8305, Buy America, Definitions, American materials required for public use, Contracts for public works, Waiver rescission, and Annual report.

4.0 Quality Assurance (QA)

4.1 Quality Management System (QMS). The Contractor shall have a QMS that follows the requirements of FAR 52.246-11, Higher-Level Contract Quality Requirement, contained in this contract. As such, the Contractor shall establish, document, implement, and maintain a QMS and continually improve its effectiveness IAW the requirements of International Organization for Standardization (ISO) 9001:2008, Quality Management Systems -- Requirements. All requirements of the contract apply to subcontractors and suppliers. The Contractor shall monitor, assess, and audit quality and reliability at all subcontractor and supplier facilities. The Contractor shall include a description of the implemented Quality Assurance Strategy at each contractually required review, to include Statistical Process Control (SPC), Pareto Charts and other metrics employed to control critical processes. The Government reserves the right to audit products and processes, as well as the QMS, at any stage of contract performance. The Contractor shall maintain a calibration system IAW ANSI/National Calibration Standards Laboratory (NCSL) Z540.3-2006, Calibration Standard Published, or equivalent to ensure that all test/inspection, measurement, and diagnostic equipment; including all accessories and ancillary equipment, are properly calibrated, identified, labeled appropriately, and traceable to national measurement standards. The

Contractor shall provide CoC or equivalence to ISO 9001:2008 and ANSI/NCSL Z540.3-2006 as part of the proposal package.

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989

52.242-17 Government Delay Of Work APR 1984

52.247-34 F.O.B. Destination NOV 1991

DCMA RESPONSIBILITIES

The following functions have been delegated to DCMA for administration as listed at FAR 42.302(a) to the extent that these functions apply to the contract:

- (14) Make payments on assigned contracts when prescribed in agency acquisition regulations.
- (28) Perform necessary screening, redistribution, and disposal of contractor inventory.
- (31) Perform production support, surveillance, and status reporting, including timely reporting of potential and actual slippages in contract delivery schedules.
- (37) Review and evaluate preservation, packaging, and packing.
- (38) Ensure contractor compliance with contractual quality assurance requirements (see Part 46).
- (39) Ensure contractor compliance with contractual safety requirements.
- (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
- (41) Evaluate for adequacy and perform surveillance of contractor engineering efforts and management systems that relate to design, development, production, engineering changes, subcontractors, tests, management of engineering resources, reliability and maintainability, data control systems, configuration management, and independent research and development.
- (47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.
- (48) Evaluate and monitor the contractor's procedures for complying with procedures regarding restrictive markings on data.
- (50) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system (see Part 44).

(58) Ensure timely submission of required reports. (60) Cause release of shipments from contractor's plants according to the shipping instructions. When applicable, the order of assigned priority shall be followed; shipments within the same priority shall be determined by date of the instruction.

(67) Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program problems.

(68) Monitor the contractor's environmental practices for adverse impact on contract performance or contract cost, and for compliance with environmental requirements specified in the contract. ACO responsibilities include--

(i) Requesting environmental technical assistance, if needed;

(ii) Monitoring contractor compliance with specifications requiring the delivery or use of environmentally preferable products, energy-efficient products, products containing recovered materials, and biobased products. This must occur as part of the quality assurance procedures set forth in Part 46; and

(iii) As required in the contract, ensuring that the contractor complies with the reporting requirements relating to recovered material content utilized in contract performance (see Subpart 23.4).

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Definitions NOV 2013

52.203-3 Gratuities APR 1984

52.203-5 Covenant Against Contingent Fees MAY 2014

52.203-6 Restrictions On Subcontractor Sales To The Government SEP 2006

52.203-7 Anti-Kickback Procedures MAY 2014

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity MAY 2014

52.203-10 Price Or Fee Adjustment For Illegal Or Improper Activity MAY 2014

52.203-12 Limitation On Payments To Influence Certain Federal Transactions OCT 2010

52.203-13 Contractor Code of Business Ethics and Conduct OCT 2015

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights APR 2014

52.204-2 Security Requirements AUG 1996

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards OCT 2015

52.204-13 System for Award Management Maintenance JUL 2013

52.204-18 Commercial and Government Entity Code Maintenance JUL 2016

52.204-19 Incorporation by Reference of Representations and Certifications. DEC 2014 5

2.208-9 Contractor Use of Mandatory Sources of Supply or Services MAY 2014

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment OCT 2015

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters JUL 2013

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations NOV 2015 5

2.210-1 Market Research APR 2011

52.211-5 Material Requirements AUG 2000

52.211-15 Defense Priority And Allocation Requirements APR 2008

52.215-2 Audit and Records--Negotiation OCT 2010

52.215-8 Order of Precedence--Uniform Contract Format OCT 1997

52.215-14 Integrity of Unit Prices OCT 2010

52.215-19 Notification of Ownership Changes OCT 1997

52.215-23 Limitations on Pass-Through Charges OCT 2009

52.216-7 Allowable Cost And Payment JUN 2013

52.216-8 Fixed Fee JUN 2011

52.219-7 Notice of Partial Small Business Set-Aside JUN 2003

52.219-8 Utilization of Small Business Concerns OCT 2014

52.219-9 Alt II Small Business Subcontracting Plan (OCT 2015) Alternate II OCT 2001

52.219-16 Liquidated Damages-Subcontracting Plan JAN 1999

52.219-28 Post-Award Small Business Program Rerepresentation JUL 2013

52.222-3 Convict Labor JUN 2003

52.222-19 Child Labor -- Cooperation with Authorities and Remedies FEB 2016

52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 MAY 2014

52.222-21 Prohibition Of Segregated Facilities APR 2015 52.222-26 Equal Opportunity APR 2015

52.222-37 Employment Reports on Veterans FEB 2016

52.222-40 Notification of Employee Rights Under the National Labor Relations Act
DEC 2010

52.222-50 Combating Trafficking in Persons MAR 2015

52.222-54 Employment Eligibility Verification OCT 2015

52.223-6 Drug-Free Workplace MAY 2001

52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving AUG 2011

52.225-13 Restrictions on Certain Foreign Purchases JUN 2008

52.227-1 Authorization and Consent DEC 2007

52.227-2 Notice And Assistance Regarding Patent And Copyright Infringement DEC 2007

52.228-7 Insurance--Liability To Third Persons MAR 1996

52.229-3 Federal, State And Local Taxes FEB 2013

52.232-1 Payments APR 1984 52.232-8 Discounts For Prompt Payment FEB 2002

52.232-11 Extras APR 1984 52.232-17 Interest MAY 2014

52.232-20 Limitation Of Cost APR 1984

52.232-23 Assignment Of Claims MAY 2014

52.232-25 Prompt Payment JUL 2013

52.232-33 Payment by Electronic Funds Transfer--System for Award Management JUL 2013

52.232-39 Unenforceability of Unauthorized Obligations JUN 2013

52.232-40 Providing Accelerated Payments to Small Business Subcontractors DEC 2013

52.233-1 Disputes MAY 2014

52.233-3 Protest After Award AUG 1996

52.233-4 Applicable Law for Breach of Contract Claim OCT 2004

52.242-1 Notice of Intent to Disallow Costs APR 1984

52.242-13 Bankruptcy JUL 1995

52.243-1 Changes--Fixed Price AUG 1987

52.243-2 Changes--Cost-Reimbursement AUG 1987

52.244-6 Subcontracts for Commercial Items JUN 2016

52.246-23 Limitation Of Liability FEB 1997

52.248-1 Value Engineering OCT 2010

52.249-2 Termination For Convenience Of The Government (FixedPrice) APR 2012

52.249-8 Default (Fixed-Price Supply & Service) APR 1984

52.253-1 Computer Generated Forms JAN 1991

252.201-7000 Contracting Officer's Representative DEC 1991

252.203-7000 Requirements Relating to Compensation of Former DoD Officials SEP 2011

252.203-7001 Prohibition On Persons Convicted of Fraud or Other DefenseContract-Related Felonies
DEC 2008

252.203-7002 Requirement to Inform Employees of Whistleblower Rights SEP 2013

252.203-7003 Agency Office of the Inspector General DEC 2012 252.203-7004 Display of Fraud
Hotline Poster(s) OCT 2015

252.204-0001 Line Item Specific: Single Funding SEP 2009

252.204-7000 Disclosure Of Information AUG 2013

252.204-7003 Control Of Government Personnel Work Product APR 1992

252.204-7005 Oral Attestation of Security Responsibilities NOV 2001

252.204-7006 Billing Instructions OCT 2005

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting. DEC 2015

252.209-7004 Subcontracting With Firms That Are Owned or Controlled By The Government of a
Country that is a State Sponsor of Terrorism OCT 2015

252.209-7010 Critical Safety Items AUG 2011

252.211-7008 Use of Government-Assigned Serial Numbers SEP 2010

252.219-7003 Small Business Subcontracting Plan (DOD Contracts)--Basic MAR 2016

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements DEC 2010

252.223-7004 Drug Free Work Force SEP 1988 252.223-7008 Prohibition of Hexavalent Chromium
JUN 2013

252.225-7001 Buy American And Balance Of Payments Program-- Basic (Aug 2016) AUG 2016

252.225-7002 Qualifying Country Sources As Subcontractors AUG 2016

252.225-7004 Report of Intended Performance Outside the United States and Canada--Submission after
Award OCT 2015

252.225-7005 Identification Of Expenditures In The United States JUN 2005

252.225-7012 Preference For Certain Domestic Commodities DEC 2016

252.225-7013 Duty-Free Entry--Basic (May 2016) MAY 2016

252.225-7048 Export-Controlled Items JUN 2013

252.227-7013 Rights in Technical Data--Noncommercial Items FEB 2014

252.227-7016 Rights in Bid or Proposal Information JAN 2011

252.227-7025 Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends MAY 2013

252.227-7027 Deferred Ordering Of Technical Data Or Computer Software APR 1988

252.227-7030 Technical Data--Withholding Of Payment MAR 2000

252.227-7037 Validation of Restrictive Markings on Technical Data JUN 2013

252.227-7038 Patent Rights--Ownership by the Contractor (Large Business) JUN 2012

252.227-7039 Patents--Reporting Of Subject Inventions APR 1990

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports JUN 2012

252.232-7010 Levies on Contract Payments DEC 2006

252.235-7010 Acknowledgment of Support and Disclaimer MAY 1995

252.235-7011 Final Scientific or Technical Report JAN 2015

252.243-7001 Pricing Of Contract Modifications DEC 1991

252.243-7002 Requests for Equitable Adjustment DEC 2012

252.244-7000 Subcontracts for Commercial Items JUN 2013

252.246-7000 Material Inspection And Receiving Report MAR 2008

252.246-7003 Notification of Potential Safety Issues JUN 2013

252.247-7000 Hardship Conditions AUG 2000

252.247-7002 Revision of Prices DEC 1991

252.247-7005 Indefinite Quantities - No Fixed Charges DEC 1991

252.247-7006 Removal of Contractor's Employees DEC 1991

252.247-7007 Liability and Insurance DEC 1991

252.247-7023 Transportation of Supplies by Sea APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989) - ALTERNATE I (JAN 1997)

- (a) The Contractor shall deliver FAT Quantities within one hundred twenty (120) calendar days from the date of this contract to the Government at the Aberdeen Test Center for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.
- (b) Within sixty (60) calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.
- (c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right

to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility. (End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause-- "Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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):

<http://farsite.hill.af.mil/>

<http://acquisition.gov/>

(End of clause)

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

(a) Definitions. As used in this clause-

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

Concatenated unique item identifier means--

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

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

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

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

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

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

enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

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

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

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

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

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

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

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

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

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

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

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

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

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

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

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

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

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

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

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

----- Contract line, subline, or exhibit	
line item No.	Item description -----
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(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

----- Contract line, subline, or exhibit	
line item No.	Item description -----

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD130, Identification Marking of U.S. Military Property, latest version;

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

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

(ii) The issuing agency code--

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

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

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

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

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

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

(5) Enterprise identifier (if concatenated unique item identifier is used).**

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

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

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

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

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

(11) Description.

** Once per item.

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

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

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

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

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

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

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

