BAR CODE MARKING REQUIREMENTS

Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbology Specification - Code 39

CALIBRATION REQUIREMENTS

The calibration of Test, Measurement and Diagnostic Equipment shall be in accordance with American National Standards Institute/National Conference of Standards Laboratories (ANSI/NCSL) Z540-3-2006 (General Requirements for Calibration Laboratories and Measuring and Test Equipment) or ISO 10012:2003 (Quality Assurance Requirements for Measuring Equipment). Terminology shall be as defined by International Organization for Standardization (ISO) 8402, Quality Management and Quality Assurance – Vocabulary.

ELECTRONIC FABRICATION: REQUIREMENTS FOR ELECTRICAL AND ELECTRONIC ASSEMBLIES

1. Notwithstanding any other provision contained in any part of this contract to the contrary, the minimum requirements/standards for soldering electrical and electronic assemblies shall be the non-military joint industry standard, ANSI/J-STD-001, Class 3. The revision of ANSI/J-STD-001 in effect on the effective date of the contract shall govern the hardware produced hereunder. A copy of ANSI/J-STD-001 may be obtained from the Institute for Interconnecting and Packaging Electronic Circuits (IPC), 3000 Lakeside Drive, 105N, Bannockburn, IL, 60015, https://www.ipc.org.

2. The contractor shall establish and maintain an electronic/electrical parts control program and shall maintain and make available to the Government records and data which will provide visibility and traceability of all parts used in the production of the equipment under this contract. This selection of parts shall not be construed to relieve the contractor of meeting specified performance of the end item in which the part is used.

3. The Technical Data Package (TDP) shall serve as the baseline Program Parts Selection List (PPSL) and the parts and sources listed therein are the standard parts and sources. A Non Standard Part is defined as a part or source other than that cited in the PPSL. When the contractor desires to use a part or source other than those cited in the PPSL, the change must be approved by the Government via a Request for Deviation (RFD) as defined elsewhere in this contract. Failure on the part of the contractor to submit such RFDs may result in the replacement of the nonstandard part with the standard part by the Government at the contractor's expense for all affected items.

4. The contractor shall provide objective evidence such as form, fit, function, and interchangeability data that shows the proposed part complies with the requirements of applicable parts documentation. The RFD shall detail the technical justification for the use of the part and advantages of the nonstandard part, if any. Compare the nonstandard part to the standard part whose characteristics are nearest to those required for the application. Include, when applicable:

a. Part Number and Source

b. Size and weight data.

c. Electrical and mechanical characteristics

d. Reliability (with data if requested)

e. Availability of the standard part (delivery schedules, still available etc.)

f. Supplemental data such as existing control drawings, specifications, vendor data sheets, and other pertinent data. Data need not be furnished for nonstandard parts covered by documents listed in the Department of Defense Index of Specifications and Standards (DoDISS) or Standardized Military Drawings (SMD).

5. The Contractor shall maintain a Lead Free Control Plan (LFCP) and make available to the Government upon request. The requirement for a Lead Free Control Plan shall be flowed down to suppliers of equipment that may include lead-free materials. The LFCP shall follow the guidelines set forth in GEIA-STD-0005-1, "Performance Standard for Aerospace and High Performance Electronic Systems Containing Lead- Free Solder" or its equivalent. In addition, the LFCP shall also include tin whisker mitigation plans in accordance with GEIA-STD-0005- 2, "Standard for Mitigating the Effects of Tin Whiskers in Aerospace and High Performance Electronic Systems" or its equivalent, at control level 2C or equivalent. The Contractor should include in the LFCP any special design considerations, manufacturing process controls, test and qualification requirements, quality inspection and screening, marking and identification, maintenance and repair processes, and other steps taken to mitigate risk.

6. The Contractor shall prepare, or update existing, Counterfeit Risk Management Plan and make available to the Government upon request. The Plan shall meet the requirements of SAE AS5553 for electronic items. The Contractor shall procure parts from original manufacturers or the original manufacturers' franchised distributors. Contractors shall report counterfeits and suspected counterfeits to the Government and in the Government Industry Data Exchange Program (GIDEP), in accordance with the GIDEP Operations Manual, SO300-BT-PRO- 010.

ENGINEERING CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR VARIANCE, ENG RELEASE RECORDS, NOTICE OF REVISION, AND SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS

1. Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), and Request for Variance (RFVs), collectively referred to as "proposals", shall be prepared, submitted and distributed in accordance with paragraphs 2, 3 and 4 below except as specified in paragraph 5 below.

2. <u>Format.</u>

a. Class I ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I

ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs.

b. Long Form Procedure: Class I changes to the CI require that DD Form 1692, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.

c. Short Form Procedure: ECPs and VECPs , which meet the requirements of Class II ECPs, shall be prepared using DD Form 1692 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Defense Contract Management Agency (DCMA) Contract Management Office (CMO) will validate data entries in Block 5 "Class of ECP", Block 6 "Priority", and Block 8 "Justification Codes."

d. The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved an RFV. RFVs shall be prepared using DD Form 1694.

e. Each ECP and RFV shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFV proposal.

f. Classification of RFVs.

(1) **Major RFVs**. RFVs written against CIs shall be designated as major when the RFV consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.

(2) **Critical RFVs**. RFVs written against CIs shall be designated as critical when the RFV consists of acceptance of an item having a nonconformance with contract or configuration documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.

(3) **Minor RFVs**. RFVs written against CIs shall be designated as minor when the RFV consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs f(1) or g(2), or when there is a departure from a requirement classified as minor in the contractual documentation.

g. Proposals shall include sufficient technical data to describe all changes from existing contract requirements.

h. Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized.

i. Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.

j. Times allowed for technical decisions for ECP and RFV proposals will be worked out via mutual agreement between the Contractor and the Government.

k. Proposals for VECPs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount.

l. The Contractor shall utilize DD Form 2617, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.

m. The Contractor shall utilize DD Form 1695, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using sub-sections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.

3. Submittal. The preferred method of submittal is digitally as a single file in Adobe Acrobat Portable Document Format (PDF). Unless otherwise specified, alternate methods of submittal shall be proposed to and authorized by the PCO prior to submittal. If the hardcopy method is requested and approved, the Contractor shall submit two (2) copies of each proposal to the responsible Administrative Contracting Officer (ACO). One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the ACO, stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECPs, or RFVs will be submitted to the PCO for resolution.

4. Distribution.

a. Electronic Distribution. The preferred method of distribution for unclassified is through the email or DOD safe site (https://**safe**.apps.mil) addressed to the PCO. Classified material shall be distributed via SIPERNET or by classified email as determined by the PCO. Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms may be obtained from the Office of the Secretary of Defense Executive Services Directorate DoD Directives Division website (http://www.esd.whs.mil/DD/) via the DoD Forms menu. The forms are provided in fillable Adobe Acrobat Portable Document Format (PDF). In order to access and use the forms, the user must have the "Adobe Acrobat" software installed on their computer. Drawings may be scanned and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the PCO.

5. Alternate Format, Submittal or Distribution Process. Proposals may be prepared in a different format, submitted using a different submittal process or distributed in a different manner than specified in paragraphs 2, 3 and 4 above, so long as the alternate approach is in accordance with a Government approved configuration management plan governed by this contract or the PCO authorizes the alternate format, submittal, or distribution process.

6. Government Acceptance. Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract unless the PCO authorizes another method of acceptance. The Government will notify the Contractor in writing if a proposal is determined to be unacceptable.

FIRST ARTICLE TEST - CONTRACTOR TESTED - ADDITIONAL REQUIREMENTS

a. The first article shall be inspected and tested by the contractor in accordance with the requirements of the contract. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement. If applicable, the Contractor or its subcontractor shall produce or demonstrate proof that any fixtures, tool masters, jigs, or similar devices used in the inspection and/or testing of the first article have been subjected to an initial inspection, or other suitable means supporting their accuracy, before being used in the manufacturing/production process.

b. At a minimum, first article inspection and test shall include:

(1) A 100% inspection (or as set forth in relevant specifications) of all physical and functional characteristics, to include but not limited to, any drawings, as well as any other requirements which may be set forth by other applicable specifications, or in any technical data packages, and/or any other special/functional testing as set forth in this contract;

(2) A review of parts, components and/or assemblies for compliance to identification markings;

(3) A review of packaging for compliance to preservation, packaging, packing, and marking requirements;

(4) A review for compliance within the Technical Data Package or as otherwise stated in this contract that approved manufacturing sources have been used for special processes, controlled parts, components, and/or assemblies;

(5) The verification through documented evidence that all inspection, testing, measuring and diagnostic equipment used in the inspection/test of the first article piece(s) have been subjected to an initial inspection, or other means supporting their accuracy, and are maintained in accordance with contractual calibration standards.

c. Unless otherwise specified in the contract, the contractor shall NOT retain the first article provided under this contract to serve as the manufacturing standard of acceptance.

d. A First Article Test Report (FATR) shall be prepared and submitted in accordance with FAR 52.209-3. The report will include all necessary documentation to demonstrate and support full compliance with the first article inspection and test requirements as set forth in this contract (including supplier's and vendor's inspection records and certifications, when applicable). The FATR shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specifications and/or Quality Assurance Provision (QAP) requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The FATR shall contain sufficient narrative content, technical data, illustrations or photographic evidence, and an objective determination by the contractor to allow the designated Government representative to determine that the First Article test was successfully completed.

e. Additional first article testing may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 3 years, or (iii) whenever a change occurs in place of performance, manufacturing locations or processes, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Should the Government require additional first article testing the Contractor may be entitled to an equitable adjustment.

IDENTIFICATION MARKING REQUIREMENTS

Item shall be marked per MIL-STD-130.

REQUEST FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL

(a) The requirement for FIRST ARTICLE APPROVAL may be waived, in whole or in part, by the Government, provided that sufficient information is provided to determine whether the request is to be approved. A partial waiver is defined as a waiver of only a <u>specific test(s)</u> of the First Article Test requirement as required by the Technical Data Package (TDP) and/or the solicitation/contract, i.e. vibration test, salt water spray test, or a test on a component or subassembly of the procured item. A full waiver is defined as a waiver of <u>all</u> First Article testing as required by the TDP and/or the solicitation/contract.

(b) All waiver requests require a First Article Waiver Worksheet to be completed and submitted to the Government along with all supporting documentation. The worksheet will be provided by the Buyer upon request. No requests will be considered if the worksheet and supporting documentation are not submitted to the Government. The worksheet must be completed in its entirety. For those sections of the worksheet which do not apply, annotate with N/A (not

applicable). To substantiate or clarify information provided, the Government may request additional information.

(c) Submission of the FAT waiver request (and supporting documentation) to the Government does not guarantee that the waiver will be granted.

(d) The First Article Waiver Worksheet and additional supporting documentation must be submitted on Company letterhead and signed by an authorized agent of the Company.

(e) Supporting documentation.

(1) The request for waiver must be accompanied by the First Article Waiver Worksheet, and documentation in support of the request. The documentation may include, but is not limited to:

(i) Copy of the Administrative Contracting Officer's (ACO's) or Procuring Contracting Officer's (PCO's) letter approving a First Article Test report on a recent contract for the same or similar item;

(ii) Copy of a First Article Test report for the same or a similar item as that solicited herein;

(iii) Copy of an ACO or PCO letter approving a prior waiver request; or

(iv) If the waiver request is based on similarity, a copy of the drawing/other appropriate technical requirements of the similar item.

(2) If a copy of a First Article Test report is submitted in support of a request for waiver, the test report must have been approved and signed by an authorized representative of the United States Government.

(3) The First Article Waiver Worksheet and all supporting documentation should be submitted by email. If the First Article Waiver Worksheet and supporting documentation cannot be transmitted by email, the PCO should be contacted for further instruction.

(f) **Note:** If a waiver is granted, an accelerated delivery schedule will apply.

(g) **Note:** Cost considerations shall apply for approving a waiver or a portion thereof of a First Article Test.

REVISIONS TO DRAWINGS/PART NUMBERS REQUIREMENT

(a) Sources in receipt of this solicitation are requested, at no cost to the Government, to immediately notify the Contracting Officer if they are aware of any change(s)/revision(s) to the drawing(s) or part number(s) in this solicitation which have been approved by the Government for implementation. Notification of part number changes shall be supported by data which indicates the type of change, approving authority as required by ANSI EIA 649 MIL-STD-973 and date and method of submittal of provisioning documentation and drawings.

If complete data package has not been previously provided, the contractor shall, at no direct cost to the Government, immediately submit applicable drawings, along with a copy of the approval change authority, to the Contracting Officer, at the office symbol and mailing address listed in the

"ISSUED BY" block on page one (1) of this document. The minimum acceptable data includes the next higher assembly and the item of Supply Detail Drawings which will allow provisioning, National Stock Number assignment and updating of AMCOM's data records.

(b) The contractor hereby verifies previous contractual submission of technical data:

Contract No.:

_____

Contractor:

_____

Explanation of Data Rights:

_____

(c) The Government is not by this request soliciting, nor is the Government liable for cost incurred by the offeror in preparing or developing modifications, deviations, waivers, or other changes to drawings or part number(s). Furthermore, this request does not authorize changes to the drawing(s) or part number(s) for this acquisition, another contract, or for any other purpose. Offerors performing any contract awarded as a result of this solicitation must comply with the drawing(s) and specifications as set forth herein, unless this solicitation is amended or any resulting contract is modified by the Contracting Officer.

(d) All proposed part number changes shall be submitted pursuant to the requirements of the requirement entitled, " ENGINEERING CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR VARIANCE, ENG RELEASE RECORDS, NOTICE OF REVISION, AND SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS”

SOURCES ELIGIBLE FOR AWARD CONSIDERATION

(a) Competition under this solicitation is restricted to the following sources:

(1) Approved Sources listed in Section B -- sources that have been approved by the prime manufacturer or the Government for supply of item(s) listed in this solicitation, to assure the requisite safe, dependable, effective operation and support of military equipment.

(2) Sources that have been approved prior to award -- other than approved sources listed in Section B.

(3) Non-manufacturers--offers from non-manufacturers (distributors) will only be considered for award if the required item(s) is new material and has been or will be obtained from a source of supply which has been approved prior to award. The source and part number of the item the offeror intends to supply must be stated in the offer.

(b) Only offers submitted by the above sources will be considered for award under this solicitation.

(c) Offerors (prospective manufacturers or non-manufacturers [distributors]) who wish to become an approved source of supply for an item listed in this solicitation should proceed per the instructions set forth in paragraph (d) below. It is noted that offeror requests for source approval in conjunction with this procurement will not be a cause for delay in this solicitation action. However, if it is determined that additional sources will clearly benefit the Government and that any delay incident to their approval would not impact readiness, a reasonable delay may be entertained. Whether or not such delay will occur will be solely at the discretion of the Government, and the time set for opening of the Invitation for Bids or the closing date of the Request for Proposals may or may not be extended. An extension will be witnessed by issuance of an amendment to this solicitation.

(d) Offerors (prospective manufacturers or non-manufacturers [distributors]) seeking to obtain source approval, must submit a Source Approval Request (SAR) package, for review and approval, to the Systems Readiness Directorate (SRD), Aviation and Missile Center, DEVCOM. Source approval must be obtained prior to being considered for contract award. Approvals are made on an individual part number basis for a specific manufacturing location (CAGE). SAR instructions can be found at https://www/avmc.army.mil/Directorates/SRD/SAR/. Questions concerning SAR submissions can be directed to the SRD SAR Team at usarmy.redstone.devcom-avmc.mbx.amr-m-sar@army.mil.

(e) The Aviation and Missile Lifecycle Management Command (AMCOM) may require additional data, testing, or plant visits before it is able to completely evaluate a SAR. This may require the offeror (at no expense to the Government) to supply parts for testing, engine run up, or flight tests. In that event, the requestor will be so advised. AMCOM reserves the right to approve a contractor for award prior to completion of physical testing of the offered item. In such cases, the contractor shall perform any outstanding tests and provide all required documentation at no cost to the Government prior to entering upon full production. Lack of successful performance within the specified timeframe shall be grounds for a no cost termination.

(f) When a SAR is received, it will be processed for evaluation. If the evaluation and approval (including preparation or update of the requisite technical data package (TDP)) occurs before award, the requestor will be considered for award if a proposal was submitted per (d) above. If the evaluation/TDP preparation has not been completed prior to award, AMCOM will continue the process until complete. If the requestor's SAR becomes approved, the requestor will be eligible for consideration on all future solicitations for the item.

(g) All approval or disapproval notices shall be officially provided to the contractor by the appropriate technical official.

(h) Non-manufacturers (distributors) seeking to supply an item from a non-approved source must first ensure that the source becomes approved in accordance with (d) above prior to contract award.

WOOD PACKING MATERIALS REQUIREMENTS

A. Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

B. All Wood Packaging Material (WPM)) acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials International Trade." DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see http://www.alsc.org/).

(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Marking shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp.

C. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment at entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government.

D. Replacement Preservative for Pentachlorophenol

If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.

(1) Heat Treatment: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

(2) Marking: Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens: on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood process verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

DLAD 52.233-9001 DISPUTES – AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020)

(A) THE PARTIES AGREE TO NEGOTIATE WITH EACH OTHER TO TRY TO RESOLVE ANY DISPUTES THAT MAY ARISE. IF UNASSISTED NEGOTIATIONS ARE UNSUCCESSFUL, THE PARTIES WILL USE ALTERNATIVE DISPUTE RESOLUTION (ADR) TECHNIQUES TO TRY TO RESOLVE THE DISPUTE. LITIGATION WILL ONLY BE CONSIDERED AS A LAST RESORT WHEN ADR IS UNSUCCESSFUL OR HAS BEEN DOCUMENTED BY THE PARTY REJECTING ADR TO BE INAPPROPRIATE FOR RESOLVING THE DISPUTE.

(B) BEFORE EITHER PARTY DETERMINES ADR INAPPROPRIATE, THAT PARTY MUST DISCUSS THE USE OF ADR WITH THE OTHER PARTY. THE DOCUMENTATION REJECTING ADR MUST BE SIGNED BY AN OFFICIAL AUTHORIZED TO BIND THE CONTRACTOR (SEE FAR 52.233-1), OR, FOR THE AGENCY, BY THE CONTRACTING OFFICER, AND APPROVED AT A LEVEL ABOVE THE CONTRACTING OFFICER AFTER CONSULTATION WITH THE ADR SPECIALIST AND LEGAL COUNSEL. CONTRACTOR PERSONNEL ARE ALSO ENCOURAGED TO INCLUDE THE ADR SPECIALIST IN THEIR DISCUSSIONS WITH THE CONTRACTING OFFICER BEFORE DETERMINING ADR TO BE INAPPROPRIATE.

(C) IF YOU WISH TO OPT OUT OF THIS CLAUSE, CHECK HERE [ ]. ALTERNATE WORDING MAY BE NEGOTIATED WITH THE CONTRACTING OFFICER.