

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF PAGES 54	
1. REQUEST NO. N00104-15-Q-K058	2. DATE ISSUED 06-Jan-2015	3. REQUISITION/PURCHASE REQUEST NO. N5006315NA014	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING DO-A6		
5a. ISSUED BY NAVSUP WEAPON SYSTEMS SUPPORT GOMATI POONAI, CODE N742.17 5450 CARLISLE PIKE P.O. BOX 2020 MECHANICSBURG PA 17055			6. DELIVER BY (Date) SEE SCHEDULE			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) GOMATI POONAI 717-605-7361			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) NUWC KEYPORT RECEIVING OFFICE ATTN: RECEIVING OFFICE BLDG 893/144 610 DOWELL STREET KEYPORT WA 98345-7610 TEL: FAX:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 06-Feb-2015						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CWBO FFP NOMEN: Reassembly Kit, F/ Vertical Launch ASROC IAW DWG: 6206155 and all Associated Drawings & Specifications FOB: Destination NSN: 1420-01-365-1684 PURCHASE REQUEST NUMBER: N5006315NA014				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Contract Data Requirements List FFP Technical Data, See DD Form 1423 Data items A001 through A003 FOB: Destination PURCHASE REQUEST NUMBER: N5006315NA014	1	Lot	NSP	NSP

NET AMT

NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	First Article (Preproduction) Test FFP Samples (See FAR 52.209-3). Three each Retaining Brackets PN 6206403C requires fitment Test. Fitment test will be conducted at NUWC Keyport. Ship to NUWC Keyport as per address in Section F.	3	Each	NSP	NSP
	FOB: Origin PURCHASE REQUEST NUMBER: N5006315NA014				

NET AMT

NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Same as item 0001 FFP RX: TBD TAC: NSTS	45	Each		
	FOB: Origin PURCHASE REQUEST NUMBER: N5006315NA014				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	CWBO FFP NOMEN: Reassembly Kit, F/ Vertical Launch ASROC IAW DWG: 6206155 and all Associated Drawings & Specifications FY 16 requirement FOB: Destination NSN: 1420-01-365-1684 PURCHASE REQUEST NUMBER: N5006315NA014	30	Each		

NET AMT

SECTION B NOTES

SOLICITATION NOTES:

1. FAT is required for all vendors.
2. This is not a critical safety item.
3. This is not an explosive item.
4. Must adhere to UID requirements of DFARS 252.211-7003.
5. Faxed offers will NOT be accepted.
6. Since the Government intends to award without discussion, any exceptions to the requirements of this solicitation should be raised prior to submission of an offer.
7. All contractual documents (i.e. contracts, purchase orders, task orders, delivery orders and modifications) related to the instant procurement are considered to be "issued" by the Government when copies are either deposited in the mail, transmitted by facsimile, or sent by other electronic commerce methods, such as email. The Government's acceptance of the contractor's proposal constitutes bilateral agreement to "issue" contractual documents as detailed herein.
8. Electronic submission of an offer may be accomplished by attaching your offer to an email directed to gomati.poonai@navy.mil. The size limitation of an email through the NAVSUP WSS mail server is 10 MB. All files designated as .zip files will be stripped from any email sent.

Files larger than the server limitation may be segregated and sent via several emails as long as they are clearly identified as such.

Section C - Descriptions and Specifications

SECTION C

SECTION C

PROCUREMENT SPECIFICATION

I. NSN: 4T-1420-01-365-1684-CWBO

REASSEMBLY KIT, FOR VERTICAL LAUNCH ASROC

Assembly Level Baseline – Sequential

<u>Drawing</u>	<u>Revision</u>	<u>Nomenclature</u>
6116556	G	PACKING, PREFORM, NOZZLE EXTENSION
6116572	J	CLIP, SEPARATION BAND
6181047	H	CEMENT, CONTACT
6206138	D	STRAP ASSEMBLY, BOLT CUTTER
6206155	W	REASSEMBLY KIT, VERTICAL LAUNCH ASROC + ECP VLA-LM2929.01
6206176	H	CONTAINER, SHIPPING AND STORAGE, REASSEMBLY KIT
6206177	J	CONTAINER, SHIPPING CONDITION, REASSEMBLY KIT
6206182	C	RESTRAINT, VANE, THRUST VECTOR CONTROL
6206184	C	LINER, STRAP
6206185	F	STRAP
6206297	E	RETAINER, BAND
6206330	B	BOLT, SHEAR, FLUSH HEAD, 100°
6206341	M	LABEL, BAR CODE + ECP VLA-LM2943.03R1
6206344	D	PAPER, BAR CODE LABEL
6206394	B	SCREW, CAP, SEPERATION BAND
6206403	C	BRACKET, RETAINING, CONDUIT
6206405	A	PAD
6206406	C	SHEET, SELF ADHERING SILICONE RUBBER
6207353	B	CLAMP, LOOP, CUSHIONED
6207393	B	REQUIREMENTS, WELDING FUSION
7029442	A	ARMING WIRE
7316891	A	BOLT CUTTER CLAMP ASSEMBLY
7316892	A	BOLT CUTTER CLAMP
7382154	-	SCREW, NYLON, HEX SOCKET HEAD + ECP VLA-LM2947.01

Reference Documents for Assembly (References with Approved Replacements in Parentheses)

DOCUMENT NUMBER

6204780 REV. AM (NOT NECESSARY; Reference Only; NOT NEEDED FOR ITEM PRODUCTION)

6206173 REV. F (NOT NECESSARY; Reference Only; NOT NEEDED FOR ITEM PRODUCTION)

6207393 REV. B REQUIREMENTS, WELDING, FUSION (REQUIRED)

A-A-1672 (A-A-1671)

A-A-208

A-A-59588

A-A-883 (ASTM D 6123)

AMS 5120

AMS 6350

AMS 6382
AMS 6415
AMS-QQ-P-35 (SAE AMS 2700)
AN742 (INACTIVE FOR NEW DESIGN)
AN960 (NOT FOR NEW DESIGN, USE NAS1149)
ANSI B18.3 (ASME B18.3)
ANSI Y14.5M-1982
ASTM A 506
ASTM A 666
ASTM D 1000
ASTM D 2240
ASTM D 4066
ASTM D 412
ASTM D 4727
ASTM D 5118
DOD-STD-100 (MIL-STD-100E)
DOD-STD-100 (MIL-STD-100E NOTICE 1)
DOD-STD-100C NOTICE 5
DOD-STD-100C NOTICE 6
DOD-STD-2101 (OS)
FED-STD-H28
FF-S-86
L-P-410
MIL-B-131 (MIL-PRF-131)
MIL-B-83054 (MIL-DTL-83054) (INACTIVE FOR NEW DESIGN)
MIL-F-18240 (MIL-DTL-18240)
MIL-H-6875 (SAE AMS-H-6875)
MIL-I-43553 (A-A-56032)
MIL-P-116 (MIL-STD-2073-1)
MIL-P-17667 (MIL-DTL-17667)
MIL-P-4861 (SAE AMS 2817)
MIL-S-18729 (SAE AMS 6345, SAE AMS 6350, or AMS 6351)
MIL-S-7947 (SAE AMS 5121, or SAE AMS 5122)
MIL-STD-100 (ASME Y14.100)
MIL-STD-105 (MIL-STD-1916 or ASQ Z1.4)
MIL-STD-1189 (AIM BC1)
MIL-STD-129
MIL-STD-130
MIL-STD-1949 (ASTM E 1444)
MIL-STD-8837 (SAE AMS-C-8837)
MIL-W-83420 (MIL-DTL-83420)
MS15795 (NASM15795)
MS16996 (NASM16996)
MS16997 (NAS1352)
MS21042 (NASM21042)
MS21083 (NASM21083)
MS21919 (NOT FOR NEW DESIGN, USE SAE AS21919)
MS51045 (NASM51045)
MS51844
MS51958 (NASM51958)
NAS1189
NAS1191
NAS1351
NAS1581
NAS1922

NAS601 (NAS600-606)
PPP-C-1752 (A-A-59135 or A-A-59136)
PPP-T-60 (ASTM D 5986)
QQ-P-416 (SAE AMS-QQ-P-416)
TT-I-735
WS26903 REV. E
ZZ-R-765 (A-A-59588)

SECTION C

DESCRIPTION AND SPECIFICATIONS

NOTE 1: NON-ANTICIPATION OF INITIAL DEVIATIONS ON AWARDS

Offerors are reminded that any resultant contract will require performance in strict compliance with the specifications set forth therein, and that prices offered should not be predicated upon contractor anticipation of government authorization of deviations, even though such deviations may have been granted previously under other contracts for the same item.

SECTION C

CONFIGURATION CONTROL – ANSI/EIA-649

1. Any Engineering Change Proposal (ECP) or Request for Deviation (RFD) affecting an item being procured under this contract shall be in accordance with ANSI/EIA-649. Final approval of any ECP and/or RFD shall be in writing, by the Contracting Officer, NAVSUP Weapon Systems Support. If any such approval affects the cost of Performance of this contract, an equitable adjustment shall be made in the contract price in accordance with the provisions of the "Changes" clause of this contract.
2. RFDs shall be issued using information outlined in ANSI/EIA-649 section 5.3.4.1. The use of DD Form 1694 is a required form for RFD submissions. MIL-HDBK-61 provides additional guidance for preparation of RFDs.
3. ECPs shall be issued using information outlined in ANSI/EIA-649 section 5.3.1.4. The use of DD Form 1692 is a required form for ECP submissions. MIL-HDBK-61 provides additional guidance for preparation of ECPs.
4. The contractor's assigned RFD number shall use the following numbering format:
 - a. The last four alpha-numeric characters of the contract number followed by a dash (-).
 - b. The letter "D", followed by consecutively assigned numeric characters beginning with 001.
5. The contractor's assigned ECP number shall use the following numbering format:
 - a. The last four alpha-numeric characters of the contract number followed by a dash (-).
 - b. The letters "ECP", followed by consecutively assigned numeric characters beginning with 001.
6. The contractor shall submit an electronic copy of any ECP or RFD to the Contracting Officer, Administrating Contracting Officer, and the activity below:
 - A. Contract Administration Office (CAO), (for review and comment to PCO)

- B. NAVSUP WSS Contracting Officer, N742.17,
Email: gomati.poonai@navy.mil
- C. NAVSUP GLS, Code 4511,
Email: richard.juarbe@navy.mil and margaret.bowerman@navy.mil

7. Technical approval authority for RFDs and ECPs is NUWC Keyport (john.h.kenney@navy.mil).

8. Authorization to accept non-conforming supplies is specifically retained by the Contracting Officer.

CLAUSES INCORPORATED BY REFERENCE

252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
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Section D - Packaging and Marking

SECTION D

SECTION D

Packaging, Packing, Preservation and Transportation

PR: N5006315NA014

1. Preservation, Packaging, and Packing shall be in accordance with all associated drawings and specification listed herein:

Change to Container, Shipping and Storage drawing 6206176 Rev H: ASTM-D5118 Type CF, Grade V3C, Class WR, variety SW is a satisfactory alternative to Requirement of Note 1.

2. Transportation Data:

a. NSN/NALC: 4T-1420-01-365-1684-CWBO

b. Nomenclature:

c. GBL Freight Description: N/A

d. NMFC Number: 000000

e. UFCC Number: 00000

f. Hazard Classification (Class, Division and Storage Compatibility): N/A

g. UN Number: 0000

Competent Authority Approval (CAA): N/A

Exemption number: N/A

h. Container Markings: IAW all associated drawings and specifications as listed herein.

i. Performance Oriented Packaging Certification Marking: See SW0-020

j. Label: IAW all associated drawings and specifications as listed herein.

k. CIIC (Controlled Inventory Item Code): U

l. Hazardous materials shall be offered for transportation in full compliance with Title 49 Code of Federal Regulations (49 CFR).

Hazardous GFM is identified if any: No GFM PROVIDED

Remarks: For hazardous and explosive material the above transportation data must be updated within 30 days prior to marking and labeling because of the lead-time between the initiation of the procurement and the actual shipping timeframe. Please contact the contracting officer (gomati.poonai@navy.mil) at the NAVSUP Weapon Systems Support, Mechanicsburg, PA for updated data.

SECTION D

MIL-STD-1168B – AMMUNITION LOT NUMBERING & AMMUNITION DATA CARD

Ammunition lot numbers shall be formatted in accordance with the current version of MIL-STD 1168 and include all lot number elements as reflected in the standard. The lot number shall be documented on the Ammunition Data Card and include associated data in accordance with the current version of MIL-STD 1168:

- (1) Manufacturer's Identification symbol: Only the approved Manufacturer's Identification symbol for the contractor or manufacturer is to be used in the lot number. Requests for approval of a Manufacturer's Identification symbol are to be submitted via the Government Inspector. Refer to MIL-HDBK-1461 for guidance, which is available on the WARP Website (<https://mhpwarp.redstone.army.mil>).

CLAUSES INCORPORATED BY REFERENCE

252.211-7004 Alternate Preservation, Packaging, and Packing

DEC 1991

Section E - Inspection and Acceptance

SECTION E

SECTION E

PRODUCTION LOT TEST SAMPLES (CONTRACTOR TESTING)

1. Test samples are required from each production lot and are to be tested in accordance with the approved test plan. A production lot shall consist of net deliverable quantity, LOT test sample units, and any retained sample units for investigative purposes as may be required by Section B.

2. The production lot(s) must be manufactured and presented to the Government Quality Assurance Representative (QAR) with all documentation required by section B. The documentation (WAWF-RRs and Ammunition Data Card printed from WARP) accompanying the production lot test samples shall contain the contract number, item, lot number identification, DODIC, NSN, and serial numbers. The presentation of the lot shall be made to the QAR **180** calendar days after date of contract to select the production test samples. If FAT is required then presentation of lot samples shall be made IAW timetable in Section F. The samples shall be selected, at random, from each production lot, by the QAR within 48 hours for resident QARs, or 7 calendar days for non-resident QARs after presentation of the lot.

3. Sample units removed for testing from different lots shall not be commingled.

4. Production lot testing shall be performed by the Contractor within **30** calendar days of production lot sample selection. Production lot testing shall be witnessed by a representative of the engineering activity and/or the cognizant QAR. The Contractor shall provide written notification to the Contracting Officer, with concurrent notification to the engineering activity, and the QAR, at least 20 calendar days prior to the planned testing date.

NOTE: If a failure occurs during testing and an engineering activity representative is not present, all testing shall be halted and the engineering activity and contracting officer shall be notified within 24 hours. A government representative shall be allowed to participate in the failure investigation in accordance with applicable CDRLs. Contractor testing shall resume upon notification by the Contracting Officer.

5. **Disposition of Production Lot Test Samples** – The production lot samples are subjected to non-destructive testing. Sample units which meet test and contract requirements may be delivered as part of the total contract quantity.

6. Retained samples, if applicable, shall be sent to the address shown in **Section F** after lot release.

7. A production lot test report **is** required and shall be forwarded in accordance with the DD 1423 sequence number **A002** requirements to the address shown in Block 14. The test report shall include all results of testing conducted in accordance with the approved test plan.

8. Acceptance, shipment, and payment shall not be accomplished until the production lot test samples have been tested, the required report approved, and the lot has been released for service use. The retained samples, if applicable, shall be shipped to the address provided in Section F of the contract after the lot has been released for service use.

9. The only valid and contractually binding notification of production lot approval, conditional approval, or disapproval shall be in writing and issued by the Contracting Officer. This notification shall be made to the Contractor within **30** calendar days after the Contracting Officer receives the production lot test report(s) and all applicable CDRL requirements. Upon receipt of the written approval accepting a production lot(s), the Contractor shall ship the production lot(s) as soon as possible and no later than fifteen (**15**) calendar days after receipt of such notice. Final acceptance of the production lot(s) shall be the responsibility of the cognizant DCMA QAR, but shall not occur unless and until the production lot approval has been issued in writing by the Contracting Officer.

a) Any notice of approval or conditional approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract.

b) A notice of conditional approval shall state any further action required of the Contractor. In the event the test sample fails to meet the requirements of the specification or drawing, the Contractor shall submit a Failure Analysis and Corrective Action Report (DD Form 1423, sequence number, **A003**) with all associated costs and expenses to be borne solely by the Contractor.

c) A notice of disapproval shall cite reasons for such. If the production lot test report(s) is disapproved by the Contracting Officer, the QAR may be required to select an additional production lot test sample(s) for testing.

This direction shall be given by the Contracting Officer in the notice of disapproval. The Contractor shall furnish such additional test sample(s) under the terms and conditions and within the time specified in the notification. The cost of each additional approval test, and all costs related to such test(s), shall be borne by the Contractor. Upon approval of the production lot test sample(s) and report(s), the Contracting Officer may equitably adjust the delivery schedule of the contract for only the lot represented by such sample(s). The Government reserves the right to require an equitable decrease of the contract price for any extension of the delivery schedule necessitated by additional test(s) or for any additional costs incurred by the Government due to the need for additional approval test(s).

10. If the Contractor fails to deliver any production lot test sample(s) within the time or times specified, or if the Contracting Officer disapproves any production lot test report(s), the contract may be deemed to have failed to make delivery within the meaning of the "Default" clause of this contract, and this contract may be subject to termination for default. In such an event, failure of the Government to terminate this contract for default shall not relieve the Contractor of the responsibility to meet the delivery schedule for production quantities.

SECTION E

INSPECTION AND ACCEPTANCE OF TEST PLANS / PROCEDURES

1. The Contractor shall submit a test plan/procedure for Government approval/disapproval as specified in the Contract Data Requirements List (DD Form 1423, sequence number, **A001**). The test plan shall be submitted within sixty (**60**) calendar days after contract award date. The Acceptance Test Plan shall identify that test fixtures are available for use at the Contractor's Facility.
2. Notification of test plan approval, conditional approval, or disapproval shall be in writing and issued by the Contracting Officer. This notification shall be made to the Contractor within **30** calendar days after receipt of the plan/procedure.
3. The notice of approval or conditional approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract.
4. A notice of conditional approval shall state any further action required of the Contractor.
5. A notice of disapproval shall cite the reasons for such. If the plan or procedure is disapproved by the Government, the Contractor may be required, at the option of the Government, to submit a revised plan or procedure for evaluation. After each notification by the Government to submit a revised plan or procedure, the Contractor shall, at no additional cost to the Government, make any necessary revisions or modifications to the plan or procedure. Such revisions shall be furnished in accordance with terms and conditions and within the time specified in the notification. The Government shall take action on the resubmitted plan or procedure within the time specified above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule necessitated by resubmission of the plan or procedure.
6. If the Contractor fails to deliver the plan or procedure within the time specified, or if the Contracting Officer disapproves any plan or procedure, the Contractor shall be deemed to have failed to make delivery within the meaning of the "Default" clause of this contract, and this contract shall be subject to termination for default. However, failure of the Government in such an event to terminate the contract shall not relieve the Contractor of the responsibility to meet all requirements of the contract including delivery of any first article sample(s), data requirements, and/or production quantities.
7. There is hereby created an option for the Government to waive the requirement for submission of a plan or procedure. If the offeror has had its plan previously approved by the Government, the following information shall be furnished:

Approved by _____ Date of approval _____

Contract number and contractor under which plan/procedure was approved_____.

Test Plan number, revision date and NSN for which the item was previously approved_____.

8. If the submission of the plan or procedure is waived, the previously approved plan or procedure shall apply to the contract.

SECTION E

INSPECTION AND ACCEPTANCE

Production Quality Assurance of all items to be furnished hereunder shall be made by the cognizant Government Inspector at the contractor's or sub-contractor's plant. Quality Assurance Inspection System to be in accordance with **ISO-9001, ANSI/ASQC or MIL-I- 45208.**

NOTE:

Acceptance or rejection shall be accomplished by the cognizant GQAR based upon his own inspection(s) and the results of the First Articles or Periodic Production and/or Acceptance Samples from the testing activity to the GQAR via Procurement Contracting Officer (PCO).

QUALITY ASSURANCE REQUIREMENTS

An inspection lot shall consist of items manufactured under essentially the same conditions and at essentially the same time. Prior to submittal of each inspection lot to the Government Representative, the contractor shall provide inspection/or test records that assure the units presented have passed all inspections and tests required by the applicable drawings, specifications and quality assurance documentation. Unless specified otherwise, as a minimum this inspection and testing shall be in accordance with MIL-STD-105 (MIL-STD-1916), latest revision at issue date of solicitation, inspection Level II, with 100% inspection for critical characteristics, 1.0 AQL (Acceptance Quality Level), for major characteristics and 2.5 AQL for all other characteristics. All defects of the same class will be considered collectively when determined compliance with applicable AQL.

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
ISO – 9001, ANSI/ASQC or MIL-I-45208			

(Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.)

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

"I certify that on _____ [insert date], the _____ [insert Contractor's name] furnished the supplies or services called for by Contract No. _____ via _____ [Carrier] on _____ [identify the bill of lading or shipping document] in

accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: _____

Signature: _____

Title: _____

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

Supplies furnished hereunder Shall be: Inspected at Contractor's and/or Subcontractor's plant or () Destination.

Acceptance Shall be: at Contractor's and/or Subcontractor's plant or () Destination.

If supplies will be packaged at a location different from the offeror address indicated on the solicitation, the offeror shall provide the name and street address of the packaging location:

Packaging House

Address

Section F - Deliveries or Performance

SECTION F
SECTION F

FAR 52.211-8 TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

FIRST ARTICLE REQUIRED DELIVERY SCHEDULE					
Item	Quantity	Days	Item	Quantity	Days
0001AA Data Item A001 (Test Procedure)	1 Lot	60 DADC			
0001AB (FAT)	3 Each	180DADC			
0001AA Data Item A002 (Test Inspection Report)	1 Lot	15 DAFATA			
0001AA Data Item A003 (Report)	1 Lot	As required			
Lot 1					
0001AC	45 Each	62 DAFATA			

KEY: DADC = Days After Date of Contract DAFATA = Days After First Article Test Approval

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above will be considered non-responsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFERORS PROPOSED DELIVERY SCHEDULE					
Item	Quantity	Days	Item	Quantity	Days

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered non-responsive and rejected.

SECTION F

DELIVERIES OF PERFORMANCE

Unless otherwise indicated in this contract, **accelerated deliveries are desirable and acceptable at no additional cost to the Government.** The addresses for the activities designated to receive supplies are listed below:

LINE / SUBLINE ITEM and QTY		SHIP TO:
0001AB	3	NUWC Keyport UIC: N00253 ATTN: Receiving Office Bldg 893/144 610 Dowell Street Keyport, WA 98345-7610
0001AC	45	NUWC Keyport UIC: N00253 ATTN: Receiving Office Bldg 893/144 610 Dowell Street Keyport, WA 98345-7610

NOTES:

Please contact NAVSUP WSS Contracting Officer (Code N742.17) 30 days prior to shipment to confirm delivery destination. QAR is not authorized to approve items for shipment; approval for shipment is only authorized after the test validation reports have been reviewed and approved by the NAVSUP WSS PCO.

Shipment/Performance Notice Distribution - The cognizant DCMA office shall provide automated Shipment/Performance Notice (PJJ card) to the Commanding Officer, Attn: Code N413, NAVSUP Logistics Operations Center, Mechanicsburg, PA 17055-0735 DOD Address Code N49935 (Routine ID Code NCB), (Communications ID RUSAACM), in support of the Ordnance Information System-Wholesale (OIS-W, formerly CAIMS).

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999
52.247-59	F.O.B Origin--Carload and Truckload Shipments	APR 1984
52.247-61	F.O.B. Origin--Minimum Size Of Shipments	APR 1984

252.247-7023 Transportation of Supplies by Sea
252.247-7028 Application for U.S. Government Shipping
Documentation/Instructions

APR 2014
JUN 2012

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Offers/Bids submitted on an F.O.B. basis other than that required by the Solicitation.

() shall be rejected as non-responsive.

(**X**) may be rejected as unacceptable

Section G - Contract Administration Data

Section H - Special Contract Requirements

SECTION H
SECTION H

SPECIAL DISTRIBUTION

NOTE 1: Use of the Wide Area Work Flow Receipt and Acceptance (WAWF-RR) electronic form is required. See clause 252.246-7000 Material Inspection and Receiving Report (MAR 2008) and 252.232-7003 Electronics Submission of Payment Requests and Receiving Reports (JUN 2012).

NOTE 2: When using WAWF-RR to submit Contract Data Requirements List (CDRL) data and “Not Separately Priced” items, the following information shall be listed in the “Comments” field of the WAWF electronic form: *Shipping company, shipment tracking number, and date shipped.*

WAWF-RR documents accompanying the shipment are to be attached as follows (Type of Shipment - Location):

1. Carload or truckload - Affix to the shipment where it will be readily visible and available upon request.
2. Less than carload or truckload - Affix to container number one or container bearing lowest number.
3. Mail, including parcel post - Attach to outside or include in the package. Include a copy in each additional package of multi-package shipments.

<u>Activity</u>	<u>Number of Copies</u>
Commanding Officer NAVSUP Weapon Systems Support Attn: Code N742.17 P.O. Box 2020 Mechanicsburg, PA 17055-0788 gomati.poonai@navy.mil	1
Commanding Officer NAVSUP Global Logistics Support Attn: Code 4511 Bldg. 407N Mechanicsburg, Pa 17055-0735 richard.juarbe@navy.mil margaret.bowerman@navy.mil MECH_NOLSC_PRP@navy.mil	1
Administrative Contracting Officer (ACO) (Indicated in block 6 of SF 26)	1
Commanding Officer NUWC Keyport Division Attn: Code N421 610 Dowell Street Keyport, WA 98325 john.h.kenney@navy.mil	1

Section I - Contract Clauses

SECTION I

FAR 52.242-2 PRODUCTION PROGRESS REPORTS DD Form 375 OR EQUIVALENT

(a) The contractor shall prepare and submit a Production Progress Report for the following contract items:

"ALL CONTRACT LINE ITEMS"

(b) The report shall be submitted via mailed or emailed on or before the 5th day of each month. The report shall be distributed as set forth in paragraph (c).

(c) The Production Progress Report shall be distributed as follows:

<u>Addressee</u>	<u>No. of Copies</u>
Commanding Officer NAVSUP Weapon Systems Support Attn: Code N742.17 5450 Carlisle Pike P.O. Box 2020 Mechanicsburg, PA 17055-0788 gomati.poonai@navy.mil	1
Administrative Contracting Officer Block 6 of Standard Form 26	1
Commanding Officer NAVSUP Global Logistics Support Attn: Code 4511 5450 Carlisle Pike Bldg. 407N Mechanicsburg, PA 17055-0735 richard.juarbe@navy.mil margaret.bowerman@navy.mil MECH_NOLSC_PRP@navy.mil	1

(d) The report shall contain the following information:

- (1) The problem, actual or potential and its cause;
- (2) Items and quantities affected;
- (3) When the delinquency started or will start;
- (4) Action taken to overcome the delinquency;
- (5) Estimated recovery date; and/or
- (6) Proposed schedule revision.

CLAUSES INCORPORATED BY REFERENCE

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-50	Combating Trafficking in Persons	FEB 2009
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
52.227-3	Patent Indemnity	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-18	Availability Of Funds	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
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	OCT 2014
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011

252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7021	Trade Agreements--Basic (Nov 2014)	NOV 2014
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program--Basic (Nov 2014)	NOV 2014
252.225-7036 Alt III	Buy American--Free Trade Agreements--Balance of Payments Program--Alternate III (Nov 2014)	NOV 2014
252.225-7048	Export--Controlled Items	JUN 2013
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	MAR 2014

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52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989) - ALTERNATE I (JAN 1997).

[Contracting Officer shall insert details]

(a) The Contractor shall test **3 EA** unit(s) of Lot/Item **0001AB** as specified in this contract. At least **30** calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within **180** calendar days from the date of this contract to **NAVSUP WSS Code N742.17** marked "**First Article Test Report: Contract No. _____, Lot/Item No. _____**" Within **30** calendar days after the Government receives the test report, 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 repeat any or all first article tests. After each request for additional tests, 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 then

conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. 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 report 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, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, 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) 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.

(h) 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.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of clause)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (OCT 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

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

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

(v) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (July 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (OCT 2014)

(ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (July 2014) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(x) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(xi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(xii) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xiii) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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):

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 240 days after contract award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) Applicability. This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(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/content/table-small-business-size-standards>.
- (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 representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, 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 SAM, or does not have a representation in SAM 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)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

- (a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification No.
(If none,
insert "None")

_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

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

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

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

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

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

52.242-2 PRODUCTION PROGRESS REPORTS (APR 1991)

(a) The Contractor shall prepare and submit to the Contracting Officer the production progress reports specified in the contract Schedule.

(b) During any delay in furnishing a production progress report required under this contract, the Contracting Officer may withhold from payment an amount not exceeding \$25,000 or 5 percent of the amount of this contract, whichever is less.

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(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 (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

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.

(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
0001	

(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 repairables and DoD serially managed nonrepairables as specified in Attachment Number ----.

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

(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.
- (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.

** Once per item.

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

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

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires

that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)

(a) Definition. "Ammunition and explosives," as used in this clause --

(1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in the following forms:

- (i) Bulk,
- (ii) Ammunition;
- (iii) Rockets;
- (iv) Missiles;
- (v) Warheads;
- (vi) Devices; and
- (vii) Components of (i) through (vi), except for wholly inert items.

(2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system --

(i) Inert components containing no explosives, propellants, or pyrotechnics;

(ii) Flammable liquids;

(iii) Acids;

(iv) Powdered metals; or

(v) Oxidizers;

(vi) Other materials having fire or explosive characteristics.

(b) Safety requirements.

(1) The Contractor shall comply with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26-M hereafter referred to as "the manual", in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

(2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities.

(c) Noncompliance with the manual.

(1) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct noncompliances unless such reimbursement is specified elsewhere in the contract.

(2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of noncompliances.

(3) If the Contractor refuses or fails to correct noncompliances within the time period specified by the Contracting Officer, the Government has the right to direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action was effective and the Contracting Officer so informs the Contractor.

(4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause.

(5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.

(d) Mishaps. If a mishap involving ammunition or explosives occurs, the Contractor shall --

(1) Notify the Contracting Officer immediately;

(2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and

(3) Submit a written report to the Contracting Officer.

(e) Contractor responsibility for safety. (1) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of --

(i) The Contractor's personnel and property;

(ii) The Government's personnel and property; or

(iii) The general public.

(2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract.

(f) Contractor responsibility for contract performance. (1) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance.

(2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not impose or add to any liability of the Government.

(g) Subcontractors. (1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives.

(i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.

(ii) Note: The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to "the Government". The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance.

(2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The Contractor will determine the best method for verifying the adequacy of the subcontractor's compliance.

(3) The Contractor shall ensure that the subcontractor understands and agrees to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interests.

(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled "Change in Place of Performance - Ammunition and Explosives".

(End of clause)

252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)

- (a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.
- (b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.
- (c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause—

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

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

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

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

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

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

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

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

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

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

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

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

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

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

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

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	See block 12 of award
Issue By DoDAAC	See block 5 of award
Admin DoDAAC	See block 6 of award
Inspect By DoDAAC	See block 6 of award
Ship To Code	See Section F
Ship From Code	See Section F
Mark For Code	See Section F
Service Approver (DoDAAC)	See block 6 of award
Service Acceptor (DoDAAC)	See block 6 of award
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact.

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

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Gomati Poonai
EMAIL ADDRESS: gomati.poonai@navy.mil
TELEPHONE: 717-605-7361

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

SECTION J

J - LIST OF ATTACHMENTS

The documents listed below marked with an "X" are physically included in this contract.

- Award/Contract (Standard Form 26)
- Continuation Sheet (Supply Contract) (Pages 2 thru xxx)
- Specifications
- DD Form 1423
- DD Form 1423 (Back)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-8	Annual Representations and Certifications	NOV 2014
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011

CLAUSES INCORPORATED BY FULL TEXT

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) - ALTERNATE I (MAY 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332993 (insert NAICS code).

(2) The small business size standard is 500 (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it (___) is, (___) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it (___) is, (___) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it (___) is, (___) is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It (___) is, (___) is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: --- ___ ----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It () is, () is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ----- -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(9) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.247-53 FREIGHT CLASSIFICATION DESCRIPTION (APR 1984)

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description, or the National

Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

FOR FREIGHT CLASSIFICATION PURPOSES, OFFEROR DESCRIBES THIS COMMODITY AS

_____.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (AUG 2014)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

____ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

____ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

____ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

____ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-OO0009) (FEB 2014)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

F.O.B. ORIGIN SHIPPING POINTS

If this solicitation provides for delivery "FOB Origin", the offeror shall provide the following information.

Truck Shipments: Shipping point for supplies including Street Address, City, State and Zip Code

Rail Shipments: Exact location of private siding or Name of Rail Terminal and Name of serving railroad.

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.233-2	Service Of Protest	SEP 2006
52.252-5	Authorized Deviations In Provisions	APR 1984
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014

CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<https://assist.dla.mil/online/start/>);
- (2) Quick Search (<http://quicksearch.dla.mil/>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of provision)

REVIEW OF AGENCY PROTEST

In accordance with FAR 33.103(d)(4), interested parties may request an independent, level above the contracting officer, review of any protest filed with the agency. This request for an independent review may be made in lieu of a protest to the contracting officer, or as an appeal to a contracting officer protest decision. If requested as a result of an appeal, the timeliness rules for a GAO protest are not extended.

The individual that will conduct the independent review is the Chief of the Contracting Office. Interested parties requesting to have an independent review of a protest or to appeal a contracting officer protest decision shall address protests to:

Independent Protest Review Official
NAVSUP Weapon Systems Support –M Code 02
Building 1
700 Robbins Avenue
Philadelphia PA 19111-5098
OR Independent Protest Review Official
NAVSUP Weapon Systems Support –M Code 02
Building 410, South End Bay B29
5450 Carlisle Pike, PO Box 2020
Mechanicsburg, PA 17055-0788

(End of clause)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation Of Options	JUL 1990
52.247-50	No Evaluation Of Transportation Costs	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

5252.215-9401 Evaluation Of First Article Testing (June 2003)

- (a) Offerors are advised that the contract awarded as a result of this solicitation will require first article testing. This requirement may be waived by the Contracting Officer when supplies identical or similar to those called for have previously been delivered by the offeror and accepted by the Government. Therefore, offerors can submit alternative offers, one including testing and approval and the other excluding testing and approval. If the Government waives the requirement for first article unit(s), test plans, testing and test report(s) for eligible offerors, the prices set forth in paragraph (g) will be used in evaluating offers. In addition, all provisions relating to first article testing will be deleted from the resulting contract.
- (b) Offerors shall identify these identical or similar supplies by the contract number, agency, national stock number, contract award date, and contract delivery date.

CONTRACT NUMBER	AGENCY	NSN	CONTRACT AWARD DATE	CONTRACT DELIVERY DATE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

- (c) The contractor is responsible for first article testing under this contract.
- (d) The approved first article **** serves as a manufacturing standard.
- (e) Earlier delivery, if required in case of waiver of first article, shall not be a factor in the evaluation for award.
- (f) The prices for first articles and first article tests in relation to production quantities shall not be materially unbalanced, if first article test items or tests are to be separately priced.
- (g) Unit price offered if First Article is waived: \$ _____

(End of Provision)

ACCEPTANCE PERIOD

- (A) If this solicitation is an IFB, any offeror allowing less than the number of 60 calendar days specified in the offer portion of the Standard Form 33 for acceptance by the Government will be rejected as non-responsive.
- (B) If this solicitation is an RFP, then unless otherwise specified by the offeror, the Government shall have 60 calendar days from the closing date for receipt of the proposals during which it may accept a proposal submitted hereunder. This same time period for acceptance shall apply to any Proposal Revisions submitted hereunder and shall run from the date fixed for receipt of Proposal Revisions.

(End of clause)