

|   |   |  |   |  |                 |                         |
|---|---|--|---|--|-----------------|-------------------------|
| <b>SOLICITATION, OFFER AND AWARD</b>  |   |  | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)       |  | RATING<br>DO-A6 | PAGE OF PAGES<br>1   61 |
| 2. CONTRACT NO.   | 3. SOLICITATION NO.<br>N00104-13-R-K082 | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED<br>13 May 2013                                   | 6. REQUISITION/PURCHASE NO.<br>N0010413NB080 |                 |                         |
| 7. ISSUED BY<br>NAVSUP WEAPON SYSTEMS SUPPORT<br>LT LISVETTE ORELLANA, 0242.21<br>5450 CARLISLE PIKE<br>P.O. BOX 2020<br>MECHANICSBURG PA 17055 |   | CODE<br>N00104   | 8. ADDRESS OFFER TO (If other than Item 7)<br><b>See Item 7</b> |  | CODE            | TEL:<br>FAX:            |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ electronically \_\_\_\_\_ until 02:00 PM local time 28 Jun 2013  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

|                           |                              |   |   |
|---------------------------|------------------------------|---|---|
| 10. FOR INFORMATION CALL: | A. NAME<br>LISVETTE ORELLANA | B. TELEPHONE (Include area code) (NO COLLECT CALLS)<br>7176057043 | C. E-MAIL ADDRESS<br>lisvette.orellana@navy.mil |
|---------------------------|------------------------------|---|---|

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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

|   |  |               |      |
|---|--|---------------|------|
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, Clause No. 52.232-8)   |  |               |      |
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): |  | AMENDMENT NO. | DATE |
|   |  |               |      |

|                                  |      |          |   |
|----------------------------------|------|----------|---|
| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |
|----------------------------------|------|----------|---|

|                                       |                          |  |               |                |
|---------------------------------------|--------------------------|--|---------------|----------------|
| 15B. TELEPHONE NO (Include area code) | <input type="checkbox"/> | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | 17. SIGNATURE | 18. OFFER DATE |
|---------------------------------------|--------------------------|--|---------------|----------------|

### AWARD (To be completed by Government)

|   |            |  |                |
|---|------------|--|----------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED   | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION                                   |                |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( ) |            | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN                            | ITEM           |
|   |            | (4 copies unless otherwise specified)                              |                |
| 24. ADMINISTERED BY (If other than Item 7)  | CODE       | 25. PAYMENT WILL BE MADE BY  | CODE           |
|   |            |  |                |
| 26. NAME OF CONTRACTING OFFICER (Type or print)<br>TEL: EMAIL:  |            | 27. UNITED STATES OF AMERICA<br>(Signature of Contracting Officer) | 28. AWARD DATE |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001    | FLU-8B / P Inflation Device<br>FFP<br>(w/Insulation Sleeve, DWG 62323-1122-095)<br>DWG 849AS153<br>-or-<br>NSN 1377-01-590-0159, FW98<br><br>FOB: Origin<br>NSN: 1377-01-364-4089<br>PURCHASE REQUEST NUMBER: N0010413NB080 |          |      |            |        |
|         |   |          |      | NET AMT    | <hr/>  |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001AA  | TECHNICAL DATA<br>FFP<br>See DD Form 1423, Exhibit A<br>FOB: Destination<br>NSN: 1377-01-364-4089<br>PURCHASE REQUEST NUMBER: N0010413NB080 |          |      |            |        |
|         |   |          |      | NET AMT    | <hr/>  |

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001AB  | PRODUCTION LOT TEST SAMPLES<br>FFP<br>Consists of: 2 Lots: 1 Lot 1200 plus an additional 34 each per lot for test. (32 each for test and 2 each for investigative purposes) and 1 lot of 1186 each net, plus an additional 34 each per lot for test. (32 each for test and 2 each for investigative purposes). LAT samples shall be delivered with batteries and CO2 cylinders.<br>FOB: Destination<br>NSN: 1377-01-364-4089<br>PURCHASE REQUEST NUMBER: N0010413NB080 | 68       | Each |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001AC  | SAME AS ITEM 0001<br>FFP<br>FY13 PAN MC<br>FOB: Destination<br>NSN: 1377-01-364-4089<br>PURCHASE REQUEST NUMBER: N0010413NB080 | 2,164    | Each |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001AD  | SAME AS ITEM 0001<br>FFP<br>FY13 Navy FMS Case KU-P-PAG<br>13P10KU                  | 20       | Each |            |        |
|         | FOB: Destination<br>NSN: 1377-01-364-4089<br>PURCHASE REQUEST NUMBER: N0010413NB080 |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001AE  | SAME AS ITEM 0001<br>FFP<br>FY13 Navy FMS Case BR-P-PAI<br>13P12BR                  | 42       | Each |            |        |
|         | FOB: Destination<br>NSN: 1377-01-364-4089<br>PURCHASE REQUEST NUMBER: N0010413NB080 |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001AF  | SAME AS ITEM 0001<br>FFP<br>FY13 Navy FMS Case SP-P-PAO<br>13P20SP                  | 10       | Each |            |        |
|         | FOB: Destination<br>NSN: 1377-01-364-4089<br>PURCHASE REQUEST NUMBER: N0010413NB080 |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001AG  | SAME AS ITEM 0001<br>FFP<br>FY13 Navy FMS Case SP-P-PAR<br>13P21SP                  | 150      | Each |            |        |
|         | FOB: Destination<br>NSN: 1377-01-364-4089<br>PURCHASE REQUEST NUMBER: N0010413NB080 |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002    | FLU-9B/P Inflation Device<br>FFP<br>DWG 849AS221<br>-or-<br>NSN 1377-01-590-0158, BY81<br><br>FOB: Destination<br>NSN: 1377-01-454-9864<br>PURCHASE REQUEST NUMBER: N0010413NB080 |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002AA  | TECHNICAL DATA<br>FFP<br>See DD Form 1423, Exhibit A<br>FOB: Destination<br>NSN: 1377-01-454-9864<br>PURCHASE REQUEST NUMBER: N0010413NB080 |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0002AB  | PRODUCTION LOT TEST SAMPLES<br>FFP   | 34       | Each |            |        |
|         | Consists of: 1 Lot of 533 plus an additional 34 each per lot for test (32 each for test and 2 each for investigative purposes). LAT samples shall be delivered with batteries and CO2 cylinders. |          |      |            |        |
|         | FOB: Destination   |          |      |            |        |
|         | NSN: 1377-01-454-9864  |          |      |            |        |
|         | PURCHASE REQUEST NUMBER: N0010413NB080   |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES                      | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0002AC  | SAME AS ITEM 0001<br>FFP               | 51       | Each |            |        |
|         | FY13 PAN MC                            |          |      |            |        |
|         | FOB: Destination                       |          |      |            |        |
|         | NSN: 1377-01-454-9864                  |          |      |            |        |
|         | PURCHASE REQUEST NUMBER: N0010413NB080 |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002AD  | SAME AS ITEM 0002<br>FFP<br>PK-D-CDP/DPKG8420597608<br>F2DCDE2338G001 L/I 1         | 122      | Each |            |        |
|         | FOB: Destination<br>NSN: 1377-01-454-9864<br>PURCHASE REQUEST NUMBER: N0010413NB080 |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002AE  | SAME AS ITEM 0002<br>FFP<br>ID-D-SAL/DIDE2520865054<br>F2DCDE2338G001 L/I 2         | 58       | Each |            |        |
|         | FOB: Destination<br>NSN: 1377-01-454-9864<br>PURCHASE REQUEST NUMBER: N0010413NB080 |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002AF  | SAME AS ITEM 0002<br>FFP<br>MU-D-SAB/DMUD9420975008<br>F2DCDE2338G001 L/I 3         | 2        | Each |            |        |
|         | FOB: Destination<br>NSN: 1377-01-454-9864<br>PURCHASE REQUEST NUMBER: N0010413NB080 |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002AG  | SAME AS ITEM 0002<br>FFP<br>KS-D-CAQ/DKSH9420617634<br>F2DCDE2338G001 L/I 4         | 214      | Each |            |        |
|         | FOB: Destination<br>NSN: 1377-01-454-9864<br>PURCHASE REQUEST NUMBER: N0010413NB080 |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002AH  | SAME AS ITEM 0002<br>FFP<br>JO-D-CAP/DJOB9N20617638<br>F2DCDE2338G001 L/I 5         | 56       | Each |            |        |
|         | FOB: Destination<br>NSN: 1377-01-454-9864<br>PURCHASE REQUEST NUMBER: N0010413NB080 |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002AJ  | SAME AS ITEM 0002<br>FFP<br>PL-D-SAC/DPLW9Z20617614<br>F2DCDE2338G001 L/I 6         | 30       | Each |            |        |
|         | FOB: Destination<br>NSN: 1377-01-454-9864<br>PURCHASE REQUEST NUMBER: N0010413NB080 |          |      |            |        |

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NET AMT

SECTION B.  
FAT Waived for:  
Conax, Florida Corporation  
Stratus Systems Inc

NOTE:

Electronic submission of an offer may be accomplished by attaching your offer to an e-mail directed to [xxxxxx.xxxxxxxxxx@navy.mil](mailto:xxxxxx.xxxxxxxxxx@navy.mil). The size limitation of an e-mail through the NAVSUP mail server is 10MB. All files designated as .zip files will be stripped from any e-mail sent. Files larger than the server limitation may be segregated and sent via several e-mails as long as they are clearly identified as such.

Faxed offers will NOT be accepted.

NOTE: This is a Critical Safety Item.

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.

"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."

Section C - Descriptions and Specifications

SECTION C.

**SECTION C – DESCRIPTION AND SPECIFICATIONS (MAY 2005)**

**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.

**NOTE 2: SPECIFICATIONS THAT DO NOT INDICATE SPECIFIC REVISION LEVELS ARE TO BE MADE TO THE REVISION LEVELS LISTED ON THE DODISS IN EFFECT AT THE TIME OF SOLICITATION ISSUANCE.**

**NOTE 3:** The TDP/Drawings (Drawings/Specifications), if required, can be downloaded by selecting the “FBO Documents Link” on the NECO site for the particular solicitation. Or use the following link: <https://www.fbo.gov>

1. DATA LIST / PART NUMBERS / DRAWING NUMBERS:

| CLIN | DATA LIST / PART OR DRAWING NUMBERS | REVISION | REVISION DATE |
|------|-------------------------------------|----------|---------------|
| 0001 | 849AS153                            | D        | 1 MARCH 2011  |
| 0002 | 849AS221                            | A        | 1 MARCH 2011  |

- a. EXCEPTION to Drawing 849AS153: (Approved Deviation or FY12-D015) – For details refer to Technical Data Package (TDP).

2. SPECIFICATIONS:

| CLIN      | SPECIFICATIONS | REVISION | REVISION DATE |
|-----------|----------------|----------|---------------|
| 0001/0002 | MIL-DTL-32087  | C        | 4 MARCH 2011  |

3. For contractor part number, Contractor **SHALL** submit Product Baseline in accordance with DD1423, sequence number **A001**.

**SECTION C – CONFIGURATION CONTROL – ANSI/EIA-649 (NAVY STOCK CLASS 1377) (MAR 2006)**

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 in contractor format and shall include information outlined in ANSI/EIA-649 section 5.3.4.1. The use of DD Form 1694 is acceptable form for RFD submissions. MIL-HDBK-61 provides additional guidance for preparation of RFDs.

3. ECPs shall be in contractor format and shall include information outlined in ANSI/EIA-649 section 5.3.1.4. The use of DD Form 1692 is acceptable 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,  
Email: [lisvette.orellana@navy.mil](mailto:lisvette.orellana@navy.mil)
- C. NSWC IHD CAD/PAD Dept,  
Email: [Sandra.huntt@navy.mil](mailto:Sandra.huntt@navy.mil)

7. Technical approval authority for RFDs and ECPs is NSWC Indian Head Division, Lead CAD/PAD Engineer, Code E2BE, (301) 744-2308.

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 |
|--------------|--|----------|

Section D - Packaging and Marking

SECTION D

**SECTION D – UID CAD / PAD ITEM MARKING INFORMATION (MAY 2008)**

**NOTE 1:** CAD/PAD ITEM MARKING INSTRUCTION VERSION 1.1 DATED 1 MAY 2008 PREPARED BY CAD/PAD JOINT PROGRAM OFFICE 784 CBSG/GJ CODE E28VE, NSWC INDIAN HEAD TO INCLUDE SAMPLE DATA AND EXAMPLES CAN BE FOUND IN ITS ENTIRETY AT: –

<https://www.fbo.gov/spg/DON/NAVSUP/N000104/N00104CADPAD/packages.html>

**SECTION D – PACKAGING AND MARKING (FEB 2006)**

**NOTE:** PACKAGING AND MARKING (FEB 2006) PAR. 4, a AND b TO INCLUDE SAMPLE BARCODE DATA AND EXAMPLES CAN BE FOUND IN ITS ENTIRETY AT:

<https://www.fbo.gov/spg/DON/NAVSUP/N000104/N00104CADPAD/packages.html>

1. Packaging and packing for production lots, first article samples and lot acceptance samples shall be IAW the following by item:

| CLIN      | QUP | IAW                        |
|-----------|-----|----------------------------|
| 0001/0002 | 1   | SPI No. 520-174-0272 REV A |

2. Marking shall be applied IAW the applicable provisions of MIL-STD-129.

- a. At a minimum, inner container markings for CLIN 0001 shall include:
  - National Stock Number and (DoD) Code: 1377-01-364-4089 OR 1377-01-590-0159
  - Item Nomenclature: *(see Section “B” for applicable CLIN)*
  - Item Assembly Drawing Number: *(see Section “B” for applicable CLIN)*
  - Quantity: **As Applicable**
  - Lot Number: IAW MIL-STD-1168
  - Serial Number: Required ( x ) N/A ( )
- b. At a minimum, inner container markings for CLIN 0002 shall include:
  - National Stock Number and (DoD) Code: 1377-01-454-9864 OR 1377-01-590-0158
  - Item Nomenclature: *(see Section “B” for applicable CLIN)*
  - Item Assembly Drawing Number: *(see Section “B” for applicable CLIN)*
  - Quantity: **As Applicable**
  - Lot Number: IAW MIL-STD-1168
  - Serial Number: Required ( x ) N/A ( )
- c. At a minimum, outer container markings for CLIN 0001 shall include:
  - National Stock Number and (DoD) Code: 1377-01-364-4089 OR 1377-01-590-0159
  - Item Nomenclature: *(see section “B” for applicable CLIN)*
  - Item Assembly Drawing Number: *(see Section “B” for applicable CLIN)*
  - Quantity: As Applicable
  - Lot Number: IAW MIL-STD-1168
  - Serial Number: Required ( x ) N/A ( )
  - Gross Weight and Cube: **As Applicable**
  - DoD Contract Number: **As Applicable**
  - POP Markings: *(see Section “D” – Packaging Marking paragraph 3 – below.)*
- d. At a minimum, outer container markings for CLIN 0002 shall include:
  - National Stock Number and (DoD) Code: 1377-01-454-9864 OR 1377-01-590-0158
  - Item Nomenclature: *(see section “B” for applicable CLIN)*
  - Item Assembly Drawing Number: *(see Section “B” for applicable CLIN)*

Quantity: As Applicable  
 Lot Number: IAW MIL-STD-1168  
 Serial Number: Required ( x ) N/A ( )  
 Gross Weight and Cube: [As Applicable](#)  
 DoD Contract Number: [As Applicable](#)

POP Markings: (see Section “D” – Packaging & Marking paragraph 3 – below.)

[UN Proper Shipping Name, UN Number, Hazard Class, Compatibility Code, Net Explosive Weight, and EX Number: \(see TABLE 1 below for applicable CLIN\)](#)

CAA: USG DOT ‘EX NUMBER’ (see [TABLE 1 EX NUMBER COLUMN below for applicable CLIN](#))  
 Example CAA: USG DOT 880832

| TABLE 1: United Nations Shipping / Storage Information |                          |           |              |             |                        |             |
|--|--------------------------|-----------|--------------|-------------|------------------------|-------------|
| CLIN NUM   | UN PROPER SHIPPING NAME  | UN NUMBER | HAZARD CLASS | COMPA. CODE | NET EXPLOSIVE WT (lbs) | EX NUMBER   |
| NSN<br>1377-01-364-4089                                | Cartridges, Power Device | 0323      | 1.4          | S           | .000420                | 1994090138  |
| NSN<br>1377-01-590-0159                                | NR                       | 0000      | NR           | NR          | .000040                | 2011031791  |
| NSN<br>1377-01-454-9864                                | Release Device           | 0173      | 1.4          | S           | .0002                  | 1993080450B |
| NSN<br>1377-01-590-0158                                | NR                       | 0000      | NR           | NR          | .000040                | 2011031792  |

3. The **contractor shall** perform testing and acquire data necessary to support compliance with Performance Oriented Packaging (POP) requirements of hazardous materials as defined in Title 49, Code of Federal Regulations (CFR), the International Maritime Organization’s International Maritime Dangerous Goods (IMDG) Code, and the International Civil Aviation Organization (ICAO) Technical Instructions for the safe transport of hazardous goods. Testing shall be performed in accordance with American Society for Testing and Materials (ASTM) D4919, Testing of Hazardous Material Packaging. The contractor shall **prepare** and **maintain** a POP Test Report in accordance with DI-PACK-81059. The test report shall be **provided to the government upon request**. For POP Technical Information contact: NSWC IHD, Code E29JL, (301) 744-2344.

**NOTE:** Foreign Military Sales (FMS) Shipments: All outer containers shall be clearly marked with the FMS Case Designation, Requisition Number and Project Code, as applicable - See Section "F" for proper identification.

4. **BARCODE LABELS.** Bar-coded markings shall be applied to ammunition containers and unit loads in accordance with the following, providing coded elements of data that can be read and interpreted by automatic bar code reading devices (scanners). Labels used shall meet the requirements for a Grade A, Style 2, Composition (b) label as specified in MIL-PRF-61002 except that solvent and detergent resistance is not required. The bar code symbology and human readable information (HRI) that are to be applied shall be the standard DOD symbology as described in AIM-BC1. AIM-BC1 is a document published by AIM USA and may be obtained directly from AIM USA, 634 Alpha Drive, Pittsburgh, PA 15328. The bar code shall be printed in accordance with AIM-BC1, except that the bar code density shall be from medium to high density (i.e. from 5.2 to 9.4 characters per inch). Mark the packaging with two barcodes:

a. **NIIN LABEL.** The nine-digit National Item Identification Number (NIIN), Ownership Code, and Material Condition Code shall be encoded as single “message”. See Figure D.4.a.1. The NIIN shall be encoded without the dashes. A space (encoded) shall be placed between the NIIN and the Ownership Code and between the Ownership Code and the Material Condition Code. Ownership code is listed in section B for each CLIN. Material Condition Code for ammunition lots for service use shall be in accordance with MIL-HDBK-129 Table V. Material Condition Code for LAT/FAT units shall be “D”.

**FIGURE D.4.a.1;** see NOTE 2 above

b. LOT NUMBER LABEL. The Ammunition Lot Number (ALN), Maintenance Due Date (MDD) and quantity shall be encoded as a single "message". See Figure D.4.b.1. The ALN shall be encoded with the dashes. A space (encoded) shall be placed between the ALN and the MDD and between the MDD and quantity. The MDD or Expiration Date shall be a 4-digit data element representing the month (01 through 12) and the last two digits of the year. MDD date is calculated by adding the shelf life of the CLIN to the month and year of production of the ammunition lot.

**FIGURE D.4.b.1;** see NOTE 2 above

**NOTE:** The shelf life for CLIN 0001 is: **12 years and 0 months.**  
The shelf life for CLIN 0002 is: **9 years and 0 months.**

5. Traceable Seals for shipping containers:

- a. Traceable seals are required for delivery of all "ready to issue" (condition code A, B, C, or N) or "pending acceptance" (condition code D) ammunition and ordnance items, including inert configuration items. Traceable seals provide an indication of security and certification of material serviceability and apply to more than just hazardous materials.
- b. The contractor shall ensure traceable seals are properly affixed in accordance with these requirements:
  1. Traceable seals are applied to each shipping and storage container at the time of packaging. The shipping container will normally be the outer container.
  2. WIRE SEALS: A wire seal is a wire length with an aluminum disk or pellet which is crimped or crushed using a die which imprints a "U.S." symbol on the disk/pellet. Wire seals are applied to containers having provisions or means for application of wire seals, e.g., metal containers, drums, or cradles and wood boxes with hinged covers and/or latches.
  3. LABEL SEALS: A label seal is a nonmetallic label with a pressure sensitive backing and which is printed or stamped with a "U.S." symbol. Label seals are applied to containers which do not have provisions or means for application of wire seals, e.g., fiberboard or wood boxes without hasps or latches.
  4. Label seals shall be applied such that the label must be cut or defaced in order to open a container. Adhesives shall adhere well enough to prevent peeling during shipping conditions and well enough to prevent lifting and replacement of the label. Particular consideration shall be given to label seals required to adhere to wood and fiberboard surfaces.

6. Restrictions Involving Non-Manufactured Wood Packaging (NMWP) and Pallets (per Defense Logistics Agency Directive subpart 47.305-1(c)(90): "All wooden pallets and wood containers produced of non-manufactured wood shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations, both dated May 30, 2001."

## **SECTION D –**

### **MIL-STD-1168 - AMMUNITION LOT NUMBERING (FEB 2009)**

Ammunition lot numbering shall be in accordance with MIL-STD-1168. The applicable lot interfix series number will be furnished in the signed contract.

\*Lot number formulation shall consist of the following:

- (1) The contractor symbol: Only approved symbol is to be used. Requests for approval of marking symbol are to be submitted via the [Government Inspector](#). Refer to MIL-HDBK-1461 for guidance, which is available on the [WARP Website](#).
- (2) The year and the alpha code designating the month in which final assembly for end item of the representative lot begins.
- (3) The assigned lot interfix number.
- (4) The sequence number shall be consecutive for each production lot manufactured under this contract.
- (5) Serialization of sub-assembly or end item under this contract shall meet the requirements of MIL-STD-1168. Serial numbers Shall Not be repeated on the same part numbered item regardless of changes in lot numbers.

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) (FEB 2006)**

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 acceptance test units and units for investigative purposes in accordance with section B.

2. The production lot(s) must be manufactured and presented to the Government Quality Assurance Representative (QAR) with all applicable documentation. 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 in time for the QAR to select the production test samples on or before the scheduled delivery date for production units specified in Section F of the contract. The samples shall be selected, at random, from each production lot, by the QAR.

**NOTE:** The manufacture and presentation of the proper number of production units will be considered as meeting the contract delivery schedule.

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 days of production lot sample selection. Production lot testing shall be witnessed by a representative of NSWC IHD and/or the cognizant QAR. The Contractor shall provide written notification to the Contracting Officer, with concurrent notification to NSWC IHD Code E21SH, and the QAR, at least 15 days prior to the planned testing.

**NOTE:** If an NSWC IHD representative is not present and a failure occurs, test shall be halted and NSWC IHD E21SH and NAVSUP 0242 shall be notified within 1 hour. A government representative shall be allowed to participate in the failure investigation.

5. *Disposition of Production Lot Test Samples* – Production Lot Testing Samples are subject to destructive testing. These units cannot be used to meet fleet support requirements.

6. Retain samples 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, CODE E21SH (Sandra.huntt@navy.mil). The test report shall include all results of testing conducted in accordance with the approved test plan.

8. All other contractual requirements, such as acceptance, shipment, and payment will 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 retain samples 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 sixty (60) calendar days after receipt of the production lot test report(s) and all necessary data by NSWC IHD. Upon receipt of the written approval accepting a production lot(s), shipment shall be made as soon as possible and no later than fifteen (15) calendar days after receipt of such notice. Submittal of the test report is considered valid only when submitted with the required documentation.

10. 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.

11. 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 may be required to submit a Failure Analysis and Corrective Action Report (DD Form 1423, sequence number, A003).

12. A notice of disapproval shall cite reasons for such. If the production lot test report(s) is disapproved by the Government, 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. Such additional test sample(s) shall be furnished under the terms and conditions and within the time specified in the notification. The cost of each additional approval test required due to contractor causes, 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 will 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).

13. 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.

14. In the event the Contracting Officer does not approve, conditionally approve, or disapprove the production lot test report(s) within the time specified, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay occasioned the Contractor thereby, and shall equitably adjust the delivery or performance date(s) and/or the contract price, and any other contractual provisions affected by such delay, in accordance with the procedures provided in the "Changes-Fixed Price" clause. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

15. Acceptance of the production lot(s) shall be the responsibility of the cognizant DCMA representative. Acceptance may only be made after lot approval has been issued by the Contracting Officer.

## **SECTION E –**

### **INSPECTION AND ACCEPTANCE OF TEST PLANS / PROCEDURES (MAR 2005)**

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, **A004**). 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 –**

**CAD - INSPECTION AND ACCEPTANCE (MAN-RATED ITEMS) (MAY 2007)**

1. The Contractor shall provide and maintain a quality program acceptable to the Government and modeled on ISO 9001:2000 or an equivalent quality system. **IF other than ISO 9001:2000** - the offer shall indicate the quality system proposed along with how it is equivalent, under separate letter submitted with your offer.

ISO 9001:2000

Other

2. Radiographic equipment and procedures shall meet the standards stipulated in specifications: ASTM E1742, DI-MISC-81579, ASTM E748.

3. Radiographic operators shall meet the standards stipulated in specification NAS 410.

4. In order to fulfill contractual requirements, the Contractor must submit acceptable radiographs. Radiographs not conforming to the requirements specified herein will not be reviewed by NSWC IHD. Disposition of non-conforming radiographs will be by mutual agreement of the parties.

5. Radiographic test technique and sample images for X-rays and N-rays, as applicable, shall be submitted with the First Article Test (FAT) samples to the activity cited below. If there is no FAT requirement, the radiographic test technique and sample images for X-rays and N-rays, as applicable, shall be submitted 45 days before the production lot delivery date to the activity below.

NSWC IHD  
CAD/PAD DEPARTMENT BLDG 1557  
ATTN: CODE **E21SH** Sandra.huntt@navy.mil  
4393 BENSON ROAD  
INDIAN HEAD MD 20640-5092

a. Test technique information for **Conventional X-rays** is specified in section 6 of ASTM E1742, refer to DD 1423 sequence number **A005**. Test technique information for **Digital Radiographs** is specified in DI-MISC-81579, refer to DD 1423 sequence number **A006**. The radiographic images shall display an adequate number of units. Units shall be positioned on the radiographic plate at the areas of minimum and maximum geometric distortion. Sample Images shall be of the same size and type as used for the production lot. Film densities below 1.5 are permitted when agreed upon between the cognizant engineering organization and the NDT facility.

6. The Contractor shall submit radiographs as marked (X) below:

| <b>X-RAYS ( per applicable spec )</b> | <b>N-RAYS ( per ASTM E748 )</b> | <b>Sample / LOT Description</b>                                      |
|---------------------------------------|---------------------------------|--|
|                                       |                                 | First Article Sample   |
| <b>X</b>                              |                                 | Production Lot Units   |
|                                       |                                 | Explosive Sub-Assemblies (i.e., NON-GFM CTGS, Booster Sleeves, etc.) |

**NOTE:** Radiographs of Production Lot Units shall include Lot Acceptance Testing (LAT) samples.

7. Radiographs may be Digital Radiography (DR), Computed Radiography (CR) or Film (Conventional X-Ray), with the understanding that the Contractor is qualified and given prior approval to perform DR or CR. The contractor shall submit a DR or CR Sample Plate and Technique, and also a Conventional Film Sample Plate and Technique representative of the Production Lot. The Sample Plates and Techniques will be reviewed by a NSWC IHD Level III Radiographer, to ensure that the Government is able to inspect the new Technique at the same quality level as the Conventional Film. Formal notification of the Digital or Computed Radiography Technique and Sample Plate Review results will be provided in writing from the Contracting Office. All DR or CR radiographs shall be provided in CD or DVD format containing full pixel depth images, as previously approved per the applicable Radiographic Test Technique and Sample Plate. Once approval of the Radiography Technique and Sample Plate is granted by the Government only DR or CR radiographs would be required. The Contractor still may submit Conventional Film Sample Plates.

a. The Contractor may request a waiver for the submission of the Film Sample Plate and Technique as long as the Cognizant Field Activity (NSWC IHD or HILL AFB) has an approved Film Sample Plate and Technique on file from a previous contract and the Film Sample Plate and Technique has not changed since the referenced contract.

8. Written notification of approval of the sample images shall be made to the Contractor within 30 days of receipt of the radiographic test technique and sample images at NSWC Indian Head. Written approval of the sample images must be received prior to performing radiographic inspection of the production lot units. The Contractor shall then follow the approved technique to produce subsequent radiographs with the same quality as the approved sample

images. Any change in the approved radiographic technique requires submittal and approval of new radiographic sample images at the Contractor's expense.

a. There is hereby created an option for the Government to waive the requirement for submission of a radiographic test technique and sample images. If the offeror has had its radiographic test technique and sample images previously approved by the Government for this item, the following information shall be furnished:

Approved by \_\_\_\_\_ Date of approval \_\_\_\_\_

Contract number under which approved \_\_\_\_\_

b. If the submission of the radiographic test technique and sample image is waived, the previously approved technique shall apply to the contract.

c. If the contractor requests waiver of submission of the radiographic test technique and sample images after time of award, an offer of adequate consideration shall accompany the request.

9. An acceptable radiographic sample image is required for each line item on every contract.

10. When submitting the radiographic images, the Contractor shall also submit a report of radiographic inspection. This report shall clearly indicate the units subjected to radiographic inspection by the following data:

- |  |   |
|--|---|
| <input type="checkbox"/> Item Nomenclature and DODIC | <input type="checkbox"/> Government drawing or part number    |
| <input type="checkbox"/> Complete lot number         | <input type="checkbox"/> Span of serial numbers displayed     |
| <input type="checkbox"/> Complete contract number    | <input type="checkbox"/> Nonconforming units by serial number |

Any units found to be nonconforming shall be clearly identified. The specific nature of the non-conformance shall be cited (i.e., minor, major, critical) as well as any assignable cause or analysis related to the occurrence. The Inspection report shall include specific verifications performed (i.e., explosive train free of gaps, voids, and cracks); all charges and components present, etc.

11. When undergoing radiographic inspection, each unit in the sample or lot shall be permanently serialized in consecutive numerical order beginning with the number "001" before radiographic inspection. The numbering shall be from left to right, top to bottom with the first item on the left of each row having the lowest serial number. All units shall be arranged on trays or boards in consecutive numerical order. Radiographs shall reveal internal components. This may require using various techniques which may include multiple film loading or additional orientation of unit(s). Any discontinuities in the serial numbers displayed shall be clearly marked on the representative radiographic image. Specific reasons for the missing serial number(s) and all rejects from the Contractor and QAR inspections prior to radiographic inspection shall be recorded on the radiographic inspection report as described in paragraph 10 and forwarded with the LAT sample. Duplicate serial numbers shall never be used within a production lot. Row-unit-quantities shall be consistent except the ending row of the production lot, which may vary. In addition, serial numbers shall appear at the end of each row when more than 100 units appear on one X-ray image; these serial numbers may appear on tape and be affixed to the X-ray image.

12. This radiographic image shall be shipped prepaid. The radiographic image may be sent prior to or concurrently with the first article or lot acceptance test samples, under separate cover, to the activity cited in **paragraph 7**.

13. Radiographic images for subassemblies shall be shipped prepaid and may be sent prior to the production lot test samples, if the contractor would like NSWC IHD to review the film ahead of time and offer recommendations of potentially problematic units. If the radiographic images for subassemblies are submitted for NSWC IHD recommendations, the contracting office will provide written notification of the recommendations within 30 days of receipt of the subassembly images at NSWC IHD. If the contractor chooses not to submit the subassembly radiographic images for recommendations, the subassembly radiographic images shall be submitted concurrently with the lot acceptance test samples.

14. All radiographic images shall be retained by the Government. All radiographic images shall display a permanent identification of the following information:

- |  |  |
|--|--|
| <input type="checkbox"/> Item Nomenclature and DODIC | <input type="checkbox"/> Government Drawing or Part Number |
| <input type="checkbox"/> Complete Lot Number         | <input type="checkbox"/> Span of Serial Numbers Displayed  |
| <input type="checkbox"/> Complete Contract Number    |  |

15. The production lot shall be held at the Contractor's plant until written notification is issued by the Contracting Officer regarding the disposition of the production lot(s). This follows completion of the Lot Acceptance Testing and review of the production lot radiographs (if required) by NSWC Indian Head.

16. All documentation, i.e., packing slip, invoice, WAWF-RR, etc., accompanying the radiographic images shall clearly indicate, as a minimum, the following information:

- |  |  |
|--|--|
| <input type="checkbox"/> Contract Number | <input type="checkbox"/> Item Nomenclature |
|--|--|

- National Stock Number (NSN)
- Lot Number
- Department of Defense Identification Code (DODIC)

17. Due to the critical nature and safety application of these items, the Contractor and the QAR are cautioned that it is mandatory to assure the correct identification and nomenclature are assigned for all item and shipping containers prior to shipment.

## SECTION E

### AMMUNITION DATA CARDS AND MATERIAL INSPECTION AND RECEIVING REPORT (JAN 2005)

1. Under the direction of MIL-STD-1168, the Contractor shall furnish Ammunition Data Cards (ADC) for each shipment (test and production) as generated using the Worldwide Ammunition-data Repository Program (WARP). Preparation instructions are found in DI-MISC-80043B and on the WARP website in the WARP User's Manual. Additional guidance for completion of ADC can be found at :

<https://www.fbo.gov/spg/DON/NAVSUP/N000104/N00104CADPAD/packages.html>

All components and subassemblies shall be listed on the ADC per DI-MISC-80043B, paragraph 3, in accordance with DD 1423 sequence number A007. **A printed copy of the ADC from WARP shall be included with each Shipment.**

**NOTE:** The WARP system for Ammo Data Cards requires contractors to hold a certificate to access the system and communicate with the secure DoD server.

The site to obtain ECA Access Certificate is: <http://www.identrust.com/warp/index.html>

The WARP login website is: <https://mhpwarp.redstone.army.mil>

2. Lot numbers for all explosive components and explosive subassemblies shall be in accordance with MIL-STD-1168 (Ammunition Lot Numbering and Ammunition Data Card), and shall be included in the components section of the Ammunition Data Card.

3. In accordance with the DFAR clause at 252.246-7000, Material Inspection and Receiving Report, the Contractor shall **WAWF Receiving Report (WAWF-RR)** at the time of each delivery (test and production). Preparation instructions are found in the DFAR Supplement Appendix F.

If the date cited in **WAWF-RR** is an estimated "ship date", the Contractor shall make distribution of a corrected WAWF-RR indicating the "actual ship date" within 24 hours after actual shipment. The following additional data shall be furnished on the WAWF-RR:

- a. Complete lot number
- b. Total lot size (consists of net, test, and investigative).
- c. Serial numbers of units shipped to consignee.
- d. Net quantity shipped to destination.
  - 1) Item quantity shipped to consignee
  - 2) Total item quantity shipped to consignee
  - 3) Item quantity due consignee

4. The contractor shall make distribution of the ADC and **WAWF-RR** in accordance with the information provided in Section H no later than 24 hours after shipment. When Item 0001, 0002, etc. is indicated under the designator, the Contractor shall furnish all shipping documents for all SUBCLINs under that line item.

#### CLAUSES INCORPORATED BY REFERENCE

|           |   |          |
|-----------|---|----------|
| 52.246-2  | Inspection Of Supplies--Fixed Price       | AUG 1996 |
| 52.246-11 | Higher-Level Contract Quality Requirement | FEB 1999 |
| 52.246-16 | Responsibility For Supplies               | APR 1984 |

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 - DELIVERIES OR PERFORMANCE (MAY 2005)**

Unless otherwise indicated in this contract, accelerated delivery is desirable and acceptable. The addresses for the activities designated to receive supplies are listed below:

**LINE / SUBLINE ITEM  
AND QTY**

**SHIP TO:**

**MARK FOR:**

|                 |   |  |
|-----------------|---|--|
| 0001AB 4 EA     | N00174<br>RECEIVING OFFICER<br>NSWC IHD EXPLOSIVE SCALES<br>FACILITY<br>5021 Safe Haven Way<br>Indian Head MD 20640-5173  | <b>RETAINS</b><br>Explosive Scales (BLDG 1103/1104)<br>ATTN: William Reed, X2325 |
| 0002AB 2 EA     | N00174<br>RECEIVING OFFICER<br>NSWC IHD EXPLOSIVE SCALES<br>FACILITY<br>5021 Safe Haven Way<br>Indian Head MD 20640-5173  | <b>RETAINS</b><br>Explosive Scales (BLDG 1103/1104)<br>ATTN: William Reed, X2325 |
| 0001AC 2,164 EA | N00174<br>RECEIVING OFFICER<br>NSWC IHD EXPLOSIVE SCALES<br>FACILITY<br>5021 Safe Haven Way<br>Indian Head MD 20640-5173<br>OR<br>N00174 Receiving Officer<br>NSWC IHD<br>4522 McMahon Road, Bldg 116<br>Indian Head, MD 20640-5173 | <b>Navy Stock &amp; Issue, Cog 2E P/C A</b><br>FY13 PAN MC                       |
| 0001AD 20 EA    | SUPPL ADD: DA5PAG<br>MAPAC: DKU005 TAC: 3<br>PRIORITY 06  | FMS CASE: KU-P-PAG<br>MAPAC: DKUA00 TAC: M<br>REQN: TO BE PROVIDED               |
| 0001AE 42 EA    | SUPPL ADD: PX7PAI<br>MAPAC: PBR007 TAC: 3<br>NOA IS REQUIRED<br>PRIORITY 06   | FMS CASE: BR-P-PAI<br>MAPAC: PBRG00 TAC: M<br>REQN: TO BE PROVIDED               |
| 0001AF 10 EA    | SUPPL ADD: PXXPAO<br>DTS AIR SHIPMENT<br>MAPAC: PSP200 TAC: 2<br>PRIORITY 06  | FMS CASE: SP-P-PAO<br>MAPAC: PSPR00 TAC: M<br>REQN: TO BE PROVIDED               |
| 0001AG 150 EA   | SUPPL ADD: DXXPAR<br>DTS AIR SHIPMENT<br>MAPAC: PSPX00 TAC: 2<br>PRIORITY 06  | FMS CASE: SP-P-PAR<br>MAPAC: PSPX00 TAC: M<br>REQN: TO BE PROVIDED               |
| 0002AC 51 EA    | N00174<br>RECEIVING OFFICER<br>NSWC IHD EXPLOSIVE SCALES<br>FACILITY<br>5021 Safe Haven Way<br>Indian Head MD 20640-5173<br>OR<br>N00174 Receiving Officer<br>NSWC IHD<br>4522 McMahon Road, Bldg 116<br>Indian Head, MD 20640-5173 | <b>Navy Stock &amp; Issue, Cog 2E P/C A</b><br>FY13 PAN MC                       |
| 0002AD 122 EA   | SUPPL ADD: DZ2CDP/DPK002  | DPKG00   |

**LINE / SUBLINE ITEM  
AND QTY**

**SHIP TO:**

**MARK FOR:**

|        |        |   |  |
|--------|--------|---|--|
|        |        | PRIORITY 05   | FMS CASE: PK-D-CDP<br>REQN: DPKG8420597608<br>MIPR: F2DCDE2338G001 L/I 1 |
| 0002AE | 58 EA  | SUPPL ADD: DXWSAL*<br>FMS CASE: ID-D-SAL<br>PRIORITY 07 | FMS CASE: ID-D-SAL<br>REQN: DIDE2520865054<br>MIPR: F2DCDE2338G001 L/I 2 |
| 0002AF | 2 EA   | SUPPL ADD: DXXSAB/DMUD00<br>PRIORITY 03                 | FMS CASE: MU-D-SAB<br>REQN: DMUD9420975008<br>MIPR: F2DCDE2338G001 L/I 3 |
| 0002AG | 214 EA | SUPPL ADD: DXXCAQ/DKSH00<br>PRIORITY 06                 | FMS CASE: KS-D-CAQ<br>REQN: DKSH9420617634<br>MIPR: F2DCDE2338G001 L/I 4 |
| 0002AH | 56 EA  | SUPPL ADD: DXXCAP/DJOB00<br>PRIORITY 06                 | FMS CASE: JO-D-CAP<br>REQN: DJOB9N20617638<br>MIPR: F2DCDE2338G001 L/I 5 |
| 0002AJ | 30 EA  | SUPPL ADD: DXXSAC/DPLW00<br>PRIORITY 06                 | FMS CASE: PL-D-SAC<br>REQN: DPLW9Z20617614<br>MIPR: F2DCDE2338G001 L/I 6 |

**NOTE: The above Mark For information is to be noted on the WAWF-RR for each applicable subline item.**

\*If ship to address is not provided for "DXW", shipper is to contact: HQ/AFMC/FMS OFFICE, Charles Boyd (937) 522-6564, Tamra Dresbach (937)522-6571

**SECTION F - FOREIGN MILITARY SALES (FMS) SHIPMENTS (FEB 2006)**

The Cognizant DCMA Transportation Office shall forward copies of the Notice of Availability for all FMS shipments to the activities listed below:

COMMANDER NSWC IHD FAX: 301-744-6699 **ATTN:** CODE: [E21SH/Sandie Hunt](#)

**\*52.211-8 TIME OF DELIVERY (CAD)**

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

**REQUIRED DELIVERY SCHEDULE**

| Item         | Quantity | Days     | Item | Quantity | Days |
|--------------|----------|----------|------|----------|------|
| 0001AB (LAT) | 34       | 270 DADC |      |          |      |
| 0001AC       | 1200     | 270 DADC |      |          |      |
| 0001AB (LAT) | 34       | 300 DADC |      |          |      |
| 0001AC       | 964      | 300 DADC |      |          |      |
| 0001AD       | 20       | 360 DADC |      |          |      |
| 0001AE       | 42       | 360 DADC |      |          |      |
| 0001AF       | 10       | 360 DADC |      |          |      |
| 0001AG       | 150      | 360 DADC |      |          |      |
| 0002AB (LAT) | 34       | 380 DADC |      |          |      |
| 0002AC       | 51       | 380 DADC |      |          |      |
| 0002AD       | 122      | 400 DADC |      |          |      |
| 0002AE       | 58       | 400 DADC |      |          |      |
| 0002AF       | 2        | 400 DADC |      |          |      |

|        |   |          |  |  |  |
|--------|---|----------|--|--|--|
| 0002AG | 214   | 400 DADC |  |  |  |
| 0002AH | 56  | 400 DADC |  |  |  |
| 0002AJ | 30  | 400 DADC |  |  |  |
|        |   |          |  |  |  |
| 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 |
|--------------|---|----------|------|----------|------|
| 0001AB (LAT) | 34  | 270 DADC |      |          |      |
| 0001AC       | 1200  | 270 DADC |      |          |      |
| 0001AB (LAT) | 34  | 300 DADC |      |          |      |
| 0001AC       | 964   | 300 DADC |      |          |      |
| 0001AD       | 20  | 360 DADC |      |          |      |
| 0001AE       | 42  | 360 DADC |      |          |      |
| 0001AF       | 10  | 360 DADC |      |          |      |
| 0001AG       | 150   | 360 DADC |      |          |      |
| 0002AB (LAT) | 34  | 380 DADC |      |          |      |
| 0002AC       | 51  | 380 DADC |      |          |      |
| 0002AD       | 122   | 400 DADC |      |          |      |
| 0002AE       | 58  | 400 DADC |      |          |      |
| 0002AF       | 2   | 400 DADC |      |          |      |
| 0002AG       | 214   | 400 DADC |      |          |      |
| 0002AH       | 56  | 400 DADC |      |          |      |
| 0002AJ       | 30  | 400 DADC |      |          |      |
|              |   |          |      |          |      |
| KEY:         | DADC = Days After Date of Contract    DAFATA = Days After First Article Test Approval |          |      |          |      |

**(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.**



(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.**

#### CLAUSES INCORPORATED BY FULL TEXT

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 G.

**SECTION G – ACCOUNTING DATA**

Accounting data will be cited at time of award.

Section H - Special Contract Requirements

SECTION H.

**SECTION H - SPECIAL DISTRIBUTION (MAY 2007)**

**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 (March 2003) and 252.232-7003 Electronics Submission of Payment Requests and Receiving Reports (MAR 2008).

**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):

**Carload or truckload** - Affix to the shipment where it will be readily visible and available upon request.

**Less than carload or truckload** - Affix to container number one or container bearing lowest number.

**Mail, including parcel post** - Attach to outside or include in the package. Include a copy in each additional package of multi-package shipments.

**SECTION H - SPECIAL DISTRIBUTION (MAY 2007)**

**KEY:** \* = Hard Copy      \*\* = Provisional for LATs Only      S = Include all other shipping documents

| ADC | WAWF-RR | GBL | DESIGNATOR / CLIN | DESIGNEE and E-Mail Addresses   |
|-----|---------|-----|-------------------|---|
| 1*  | 1       |     | 0001/0002         | CONSIGNEE   |
| 1*  | 1       | S   | 0001/0002         | CONTRACT ADMINISTRATION OFFICE (DCMA)   |
| 1*  | 1       | S   | 0001/0002         | GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE   |
| 1*  | 1       | S   | 0001/0002         | TRANSPORTATION OFFICE ISSUING GBL ( <i>ATTACH TO GBL MEMORANDUM COPY</i> )  |
|     |         |     | 0001/0002         | NSWC IHD<br>CAD/PAD DEPARTMENT BLDG 1557<br>4393 BENSON ROAD<br>INDIAN HEAD MD 20640-5092   |
| 1*  | 1       | S   | 0001/0002         | <b>Code: E21SH</b> <a href="mailto:Sandra.huntt@navy.mil">Sandra.huntt@navy.mil</a>   |
| 1*  |         |     | 0001/0002         | <b>Code: E29CB</b> <a href="mailto:christie.boland@navy.mil">christie.boland@navy.mil</a>   |
|     | 1       |     | 0001/0002         | COMMANDER<br>NAVSUP WEAPON SYSTEMS SUPPORT<br>5450 CARLISLE PIKE PO BOX 2020 BLDG 410<br>MECHANICSBURG PA 17055-0788<br><b>ATTN: Code 0242.XX</b> <i>Administrator will be determined at time of award.</i> |
|     | 1       |     | 0001AC/0002AC     | COMMANDER<br>NAVSUP LOGISTICS OPERATIONS CENTER<br>5450 CARLISLE PIKE PO BOX 2011<br>MECHANICSBURG PA 17055-7035<br><b>ATTN: Code N413.12C</b> <a href="mailto:fred.young@navy.mil">fred.young@navy.mil</a> |
| 1*  |         |     | 0001/0002         | COMMANDER<br>US ARMY MUNITIONS & ARMAMENTS COMMAND<br>ROCK ISLAND IL 61299-6000<br><b>ATTN: AMSOS-PBQ</b> <a href="mailto:Annemarie.gephart@us.army.mil">Annemarie.gephart@us.army.mil</a><br>↓             |

CLAUSES INCORPORATED BY FULL TEXT

## NAVY USE OF SUPPORT CONTRACTOR/RELEASE OF OFFEROR INFORMATION

\*\*\*\*\* NOTE: THIS CLAUSE DOES NOT APPLY TO CONTRACTUAL DOCUMENTS ISSUED BY EITHER DLA ACTIVITIES WITH DODAAC SPRMM1 OR SPRPA1, OR BY NAVSUP WEAPON SYSTEMS SUPPORT – MECH CONTRACTING DEPARTMENTS 833 “SPECIAL EMPHASIS” OR 8732 “NUCLEAR REACTORS.” \*\*\*\*\*

The Government may utilize contractor support, as required, for the duration of the solicitation, award and performance phases of this acquisition. Information, including business sensitive/confidential or proprietary data, the offeror provides to the Government or information already in the possession of the Government may be viewed and utilized by the support contractor in the course of its contract performance. The information that may be made available to the contractor may include, for example, pricing and technical proposals, historical contract, pricing and performance information, Commercial Asset Visibility (CAV) reporting information and similar data/information.

By submission of your proposal, the offeror and its subcontractors consent to a release of their business sensitive/confidential or proprietary data to the Government’s support contractor. Prior to the release of any such information to the support contractor, the support contractor will have in place with the Government a Non-Disclosure/Non-Use Agreement in accordance with the terms of the support contract.

Offerors may execute their own Non-Disclosure Agreement with the Government support contractor(s) listed below. The Government support contractor(s) must provide copies of the executed agreements to the Contracting Officer (PCO) and the Contracting Officer’s Representative (COR) for the support contract; and the offeror/contractor for this acquisition must provide copies of the executed Agreement to the PCO for this acquisition. If the offeror/contractor seeks such a Non-Disclosure Agreement with the support-contractor, the Agreement must be executed no later than the closing date for submission of proposals under this solicitation. Once proposals are submitted, the Government will not delay release of offeror/contractor information to the support contractor.

Company: Trevor L. Newman L.L.C.  
POC: Ms. Trevor Newman  
Telephone Number: 609.457.1849  
E-Mail Address: tlnadmin@comcast.net

Company: Access Personnel Services  
POC: Mr. Tyrone G. Miller  
Telephone Number: 717.397.9072  
E-Mail Address: tmiller@accesspersonnelservices.com

Company: Client Solution Architects  
POC: Mr. Michael Beliveau  
Telephone Number: 717.829.7816  
E-Mail Address: mbeliveau@csaassociates.com



Section I - Contract Clauses

SECTION I.

**SECTION I - 52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)**

(a) Definition - "*Qualification requirement*," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

**AGENCY NAME / ADDRESS**

NSWC IHD  
CAD/PAD Department, Bldg 1557 CODE: E24 ( [robert.hastings@navy.mil](mailto:robert.hastings@navy.mil) )  
4393 Benson Road  
Indian Head MD 20640

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name

Manufacturer's Name

Source's Name

Item Name

Service Identification

Test Number (*to the extent known*)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires re-evaluation of the qualification. The re-evaluation must be accomplished before the date of award.

**SECTION I - 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)**

(a) Definition - "*Arms, ammunition, and explosives (AA&E)*," as used in this clause, means those items within the scope (chapter 1, paragraph C 1.2) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

| <u>NOMENCLATURE</u>       | <u>NATIONAL STOCK NUMBER</u>            | <u>SENSITIVITY CATEGORY</u> |
|---------------------------|---|-----------------------------|
| FLU-8B/P INFLATION DEVICE | 1377-01-364-4089 or<br>1377-01-590-0159 | --                          |
| FLU-9B/P INFLATION DEVICE | 1377-01-454-9864 or<br>1377-01-590-0158 | --                          |

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) 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 requirements for obtaining licenses and permits) in connection with the performance of this contract

#### CLAUSES INCORPORATED BY REFERENCE

|           |  |          |
|-----------|--|----------|
| 52.202-1  | Definitions  | JAN 2012 |
| 52.203-3  | Gratuities   | APR 1984 |
| 52.203-5  | Covenant Against Contingent Fees   | APR 1984 |
| 52.203-6  | Restrictions On Subcontractor Sales To The Government  | SEP 2006 |
| 52.203-7  | Anti-Kickback Procedures   | OCT 2010 |
| 52.203-8  | Cancellation, Rescission, and Recovery of Funds for Illegal or<br>Improper Activity  | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity   | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal<br>Transactions  | OCT 2010 |
| 52.204-4  | Printed or Copied Double-Sided on Postconsumer Fiber<br>Content Paper  | MAY 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract<br>Awards  | AUG 2012 |
| 52.209-6  | Protecting the Government's Interest When Subcontracting<br>With Contractors Debarred, Suspended, or Proposed for<br>Debarment | DEC 2010 |
| 52.211-5  | Material Requirements  | AUG 2000 |
| 52.211-15 | Defense Priority And Allocation Requirements   | APR 2008 |
| 52.215-2  | Audit and Records--Negotiation   | OCT 2010 |
| 52.215-8  | Order of Precedence--Uniform Contract Format   | OCT 1997 |
| 52.219-4  | Notice of Price Evaluation Preference for HUBZone Small<br>Business Concerns   | JAN 2011 |
| 52.219-8  | Utilization of Small Business Concerns   | JAN 2011 |
| 52.219-9  | Small Business Subcontracting Plan   | JAN 2011 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan   | JAN 1999 |
| 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                 | JUL 2005 |
| 52.222-19    | Child Labor -- Cooperation with Authorities and Remedies                             | MAR 2012 |
| 52.222-20    | Walsh-Healey Public Contracts Act  | OCT 2010 |
| 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   | SEP 2010 |
| 52.222-36    | Affirmative Action For Workers With Disabilities                                     | OCT 2010 |
| 52.222-37    | Employment Reports on Veterans   | SEP 2010 |
| 52.222-50    | Combating Trafficking in Persons   | FEB 2009 |
| 52.222-54    | Employment Eligibility Verification  | JUL 2012 |
| 52.223-6     | Drug-Free Workplace  | MAY 2001 |
| 52.225-13    | Restrictions on Certain Foreign Purchases  | JUN 2008 |
| 52.227-1     | Authorization and Consent  | DEC 2007 |
| 52.227-2     | Notice And Assistance Regarding Patent And Copyright Infringement                    | DEC 2007 |
| 52.227-3     | Patent Indemnity   | APR 1984 |
| 52.229-3     | Federal, State And Local Taxes   | APR 2003 |
| 52.232-8     | Discounts For Prompt Payment   | FEB 2002 |
| 52.232-11    | Extras   | APR 1984 |
| 52.232-17    | Interest   | OCT 2010 |
| 52.232-18    | Availability Of Funds  | APR 1984 |
| 52.232-23    | Assignment Of Claims   | JAN 1986 |
| 52.232-25    | Prompt Payment   | OCT 2008 |
| 52.232-33    | Payment by Electronic Funds Transfer--Central Contractor Registration                | OCT 2003 |
| 52.233-1     | Disputes   | JUL 2002 |
| 52.233-3     | Protest After Award  | AUG 1996 |
| 52.233-4     | Applicable Law for Breach of Contract Claim  | OCT 2004 |
| 52.242-13    | Bankruptcy   | JUL 1995 |
| 52.243-1     | Changes--Fixed Price   | AUG 1987 |
| 52.244-2     | Subcontracts   | OCT 2010 |
| 52.244-5     | Competition In Subcontracting  | DEC 1996 |
| 52.244-6     | Subcontracts for Commercial Items  | DEC 2010 |
| 52.246-23    | Limitation Of Liability  | FEB 1997 |
| 52.247-1     | Commercial Bill Of Lading Notations  | FEB 2006 |
| 52.248-1     | Value Engineering  | OCT 2010 |
| 52.249-2     | Termination For Convenience Of The Government (Fixed-Price)                          | APR 2012 |
| 52.249-8     | Default (Fixed-Price Supply & Service)   | APR 1984 |
| 52.252-2     | Clauses Incorporated By Reference  | FEB 1998 |
| 52.253-1     | Computer Generated Forms   | JAN 1991 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| 252.204-7000 | Disclosure Of Information  | DEC 1991 |
| 252.204-7002 | Payment For Subline Items Not Separately Priced                                      | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product   | APR 1992 |
| 252.204-7008 | Export-Controlled Items  | APR 2010 |
| 252.219-7003 | Small Business Subcontracting Plan (DOD Contracts)                                   | AUG 2012 |
| 252.223-7004 | Drug Free Work Force   | SEP 1988 |
| 252.225-7000 | Buy American--Balance Of Payments Program Certificate                                | JUN 2012 |
| 252.225-7001 | Buy American And Balance Of Payments Program   | JUN 2012 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors   | JUN 2012 |

|              |  |          |
|--------------|--|----------|
| 252.225-7005 | Identification Of Expenditures In The United States  | JUN 2005 |
| 252.225-7012 | Preference For Certain Domestic Commodities  | JUN 2012 |
| 252.225-7013 | Duty-Free Entry  | JUN 2012 |
| 252.225-7020 | Trade Agreements Certificate   | JAN 2005 |
| 252.225-7021 | Trade Agreements   | JUN 2012 |
| 252.225-7028 | Exclusionary Policies And Practices Of Foreign Government  | APR 2003 |
| 252.225-7031 | Secondary Arab Boycott Of Israel   | JUN 2005 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | SEP 2004 |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items  | FEB 2012 |
| 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 2012 |
| 252.243-7001 | Pricing Of Contract Modifications  | DEC 1991 |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DoD Contracts)  | JUN 2012 |
| 252.246-7000 | Material Inspection And Receiving Report   | MAR 2008 |
| 252.246-7001 | Warranty Of Data   | DEC 1991 |

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-7 CENTRAL CONTRACTOR REGISTRATION (AUG 2012)

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

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### 52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (DEVIATION)(AUG 2012)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the SAM database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Contractor’s CAGE code is in the SAM database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

“System for Award Management (SAM)” means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes—

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in CCR may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to—

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i)(C) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that

Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.  
(End of Clause)

#### 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of certified cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(End of clause)

#### 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

(a) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled "Limitations on Pass-Through Charges" (FAR 52.215-23).

(b) General. The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor. (1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal--

(i) The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal--

(i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

#### 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

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

Added value means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

Excessive pass-through charge, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

No or negligible value means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

Subcontract means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor, as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if--

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and

(2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) Access to records. (1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

(End of clause)

#### 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(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<br>(If none,<br>insert "None") | Identification No. |
|---|--------------------|
|---|--------------------|

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(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)

#### 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

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

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

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

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

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and

environment by destroying ozone in the upper atmosphere.”-----

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

(End of clause)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

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

Driving—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any insert regulation name (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**252.209-7999 Representation by corporations regarding an unpaid delinquent tax liability or a felony conviction under any Federal law (Deviation 2012-O0004) (JAN 2012)**

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act 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.

(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)

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)

**252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)**

(a) Definition - "*Arms, ammunition, and explosives (AA&E)*," as used in this clause, means those items within the scope (chapter 1, paragraph C 1.2) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

| <u>NOMENCLATURE</u> | <u>NATIONAL STOCK<br/>NUMBER</u> | <u>SENSITIVITY<br/>CATEGORY</u> |
|---------------------|----------------------------------|---------------------------------|
|                     |                                  | --                              |
|                     |                                  | --                              |

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) 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 requirements for obtaining licenses and permits) in connection with the performance of this contract.

**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)

#### 252.247-7023 Transportation of Supplies by Sea (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any

other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
- (1) No ocean transportation was used in the performance of this contract;
  - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
  - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
  - (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| ITEM<br>DESCRIPTION | CONTRACT<br>LINE ITEMS | QUANTITY |
|---------------------|------------------------|----------|
|                     |                        |          |
|                     |                        |          |
|                     |                        |          |
| TOTAL               |                        |          |

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(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:  
ADDRESS:  
TELEPHONE:

(End of Clause)

**ACCIDENT REPORTING**

1. IAW DFARS Clause 252.223-7002, the contractor shall immediately following an accident or incident notify the Commanding Officer, NAVSUP Weapon Systems Support-M, Code 0242, 5450 Carlisle Pike, PO Box 2020, Mechanicsburg, PA 17055-0788. Also, a written report shall be forwarded within 10 days of the accident containing at a minimum the following:

- a. Location, date, and local time of the occurrence
- b. Category of accident (fire, explosion, natural disaster, etc.)
- c. Identification of equipment, material, and type of activity involved
- d. Contract number
- e. Procuring activity (name of PCO and ACO)
- f. Narrative of occurrence including cause, if known
- g. Personnel involved and degree of injury, if any. Specify whether contractor and/or government personnel.
- h. Assessment of damage. Estimate in dollars for contractor and/or government owned material, property, equipment.
- i. Was a news release made? If so, by whom? If not, will a news release be made?
- j. Was a request made for any assistance?
- k. Will there be any effect on production? If so, explain in detail.
- l. Corrective action taken, if any
- m. Name and title of person submitting this report.

2. For the assigned DCMC, Contract Administration Office (CAO): The CAO shall immediately following an accident or incident notify the Procurement Contracting Officer (PCO) and then forward weekly written reports until the accident or incident no longer effects production and/or when contract deliveries are on schedule.

(End of clause)

**\*NAVSUPLA03 HAZARDOUS MATERIAL (JAN 1999)**

(a) Hazardous material as used in this clause means any material defined as hazardous within the applicable modal regulations governing packaging, handling, storage and transportation (including revisions adopted during the term of this contract). Such definitions include the following:

| <u>Class/Division</u> | <u>Definition</u>  |
|-----------------------|--|
| 1                     | Explosives   |
| 2.1                   | Flammable Gas  |
| 2.2                   | Non-Flammable, Non-poisonous compressed Gas                |
| 2.3                   | Gas Poisonous by Inhalation                                |
| 3                     | Flammable Liquid (flash point not more than 141 degrees F) |
| 4.1                   | Flammable Solid  |
| 4.2                   | Spontaneously Combustible Material                         |
| 4.3                   | Dangerous When Wet Material                                |
| 5.1                   | Oxidizer   |
| 5.2                   | Organic Peroxides  |
| 6.1                   | Poisonous Material   |
| 6.2                   | Infectious Substance                                       |
| 7                     | Radioactive Material                                       |

|      |                                      |
|------|--------------------------------------|
| 8    | Corrosive material                   |
| 9    | Miscellaneous Hazardous material     |
| None | Otherwise Regulated Material (ORM-D) |

(b) Preservation, packaging and packing of hazardous materials shipped hereunder shall be in accordance with the requirements of Department of Transportation code of Federal Regulation, Title 49, Part 100-199, as applicable. In the event of any discrepancy between the contract and Title 49, Title 49 shall govern, unless another modal regulation is applicable (See paragraphs (e), (f), and (g) below).

(c) Marking and labeling shall be in accordance with MIL-STD-129 and Title 49, as applicable. In the event of any contradiction between the two documents, Title 49 shall govern.

(d) Transportation shall be in accordance with Title 49; however, hazardous material shipped via the U.S. Postal Service shall be shipped in accordance with U.S. Postal Service Publication.

(e) Hazardous materials intended for shipment via water transportation shall be packaged, packed, marked and labeled in accordance with the International maritime Organization International maritime Dangerous Goods (IMDG) Code.

(f) Hazardous materials intended for shipment via commercial air shall be packaged, packed, marked, labeled, and certified in accordance with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air or the International Air Transport Association (IATA) Dangerous Goods Regulations.

(g) Hazardous materials intended for shipment via military aircraft shall be packaged, packed marked, labeled, ad certified in accordance with joint manual AFJMAN 24-204/NAVSUPPPUB 505/TM 38-250/MCO P4030.19G/DLA14145.3 (Preparing Hazardous Materials For Military Air Shipments).

(h) If the hazardous material required to be shipped under this contract is a non-regulated limited quantity as defined by applicable modal regulations, it shall be packaged to meet the requirements of Level A packaging listed in MIL-STD-2073.

(i) In addition to the above, packaging (container and containment components) designs shall pass all applicable packaging performance test in accordance with Title 49, the ICAO/IATA and IMDG, as applicable. Compressed gases are excluded form these tests. Each packaging of acceptable design shall bear certification markings outlined in Title 49. All certificates and test reports indicating test compliance shall be available for inspection by authorized government representatives.

(j) A test report and special packaging instruction shall be submitted in accordance with DD Form 1423, Contract Data Requirements List, referencing Data Item Descriptions (DIDs) DI-PACK-81050 (Performance Oriented Packaging Test Report) and DI-PACK-80121 (Special Packaging Instruction). When these DIDs are referenced, only packaging materials controlled by Military or Federal Specifications may be used, unless superseded by commercial standards which gave been adopted for Government use.

(k) A Material Safety Data Sheet, prepared in accordance with FED-STD-313, and a copy of the Hazard Warning Labels shall be forwarded to the applicable contracting activity.

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

|              |   |          |
|--------------|---|----------|
| 52.204-8     | Annual Representations and Certifications                                       | MAY 2012 |
| 52.219-28    | Post-Award Small Business Program Rerepresentation                              | APR 2012 |
| 252.204-7007 | Alternate A, Annual Representations and Certifications                          | JUL 2012 |
| 252.209-7001 | Disclosure of Ownership or Control by the Government of a Terrorist Country     | JAN 2009 |
| 252.209-7002 | Disclosure Of Ownership Or Control By A Foreign Government                      | JUN 2010 |
| 252.225-7010 | Commercial Derivative Military Article--Specialty Metals Compliance Certificate | JUL 2009 |
| 252.243-7002 | Requests for Equitable Adjustment   | MAR 1998 |

CLAUSES INCORPORATED BY FULL TEXT

**PREAWARD SURVEY-AMMUNITION AND EXPLOSIVES**

In accordance with DFARS 252.223-7002, "The contracting officer shall obtain a preaward ammunition and explosives safety survey before awarding any contract (including purchase orders) involving ammunition and explosives. When the prospective contractor proposes subcontracting any ammunition and explosives work, the preaward safety survey will also include the subcontractor(s) facility."

(a) The bidder/offeror or quoter, in the performance of any contract resulting from this solicitation ( ) intends, ( ) does not intend (check applicable block) to subcontract any ammunition or explosive work to a plant or facility located at a different address from the address of the offeror or quoter as indicated in this solicitation.

(b) If the bidder/offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the space provided below the required information: Place of Subcontractor (Name, Street Address, City, State, Zip Code)

Name and phone number of owner/operator of the Facility if other than Offeror/Quoter:

(End of clause)

**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

ICPLA18-LA18LN

**NAVSUPWSSLA18 REVIEW OF AGENCY PROTESTS (FEB 2013)**

In accordance with FAR Subpart 33.103(d)(4), interested parties may request an independent review of their protest at a level above the contracting officer. The request for an independent review may be made in lieu of a protest to the contracting officer, or as an appeal of a contracting officer decision on a protest. If an agency appellate review of the contracting officer's decision on a protest is requested, it will not extend GAO's timeliness requirements. Any subsequent protest to the GAO must be filed within 10 days of knowledge of the initial adverse agency action.

The individual who will conduct the independent review is the Chief of the Contracting Office (CCO). Interested parties requesting to have an independent review of a protest or to appeal a contracting officer protest decision shall address their correspondence to:

Independent Protest Review Official  
NAVSUP WSS Code 02  
Building 410, South End, Bay A30  
5450 Carlisle Pike, PO Box 2020  
Mechanicsburg, PA 17055-0788

CLAUSES INCORPORATED BY REFERENCE

|              |  |          |
|--------------|--|----------|
| 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 |
| 52.252-1     | Solicitation Provisions Incorporated By Reference      | FEB 1998 |
| 252.204-7001 | Commercial And Government Entity (CAGE) Code Reporting | AUG 1999 |
| 252.246-7003 | Notification of Potential Safety Issues                | JAN 2007 |

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) (JAN 2006)

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

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (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 (<http://assist.daps.dla.mil/wizard>);
- (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 DO rated: A6 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)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from \_\_\_\_\_ . (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(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)

#### SUBMISSION OF OFFERS FOR LOWEST PRICED, TECHNICALLY ACCEPTABLE OFFERS

Offers, submitted by the time and date set for receipt of initial proposals, consist of, and must include the following:

Standard Form 33 "Solicitation, Offer, and Award" with Blocks 14 through 18 completed by the offeror, RFP Section B "Schedule of Supplies" completed by the offeror, and RFP Section K "Representations, Certifications and Other Statements to Offertory" completed by the offeror.

The completion and submission of the above items will constitute the offeror's initial proposal and will indicate the offeror's unconditional assent to the terms and conditions of this RDFP and any attachments hereto.

Alternate proposals are not authorized.

The Government intends to award a contract without discussions, but reserves the right to conduct discussions if the contracting officer later determines them to be necessary. Since offers that take exception or object to terms of this solicitation may be rendered technically unacceptable, offerors are cautioned to address solicitation exceptions, objections, or questions to the contracting officer prior to the time set for receipt of initial proposals.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.247-50

No Evaluation Of Transportation Costs

APR 1984

CLAUSES INCORPORATED BY FULL TEXT

**EVALUATION FOR AWARD (LOWEST PRICED TECHNICALLY ACCEPTABLE**

Award will be made to the responsible offeror submitting the lowest priced, technically acceptable offer. A technically acceptable offer is one in which the offeror complies with the instructions contained in Section L of the solicitation and does not take exception, nor object, to any of the terms of his solicitation. Offers that are not technically acceptable will not be considered for award.

(End of clause)

**SINGLE AWARD FOR ALL ITEMS (JAN 1999) (NAVSUP)**

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

(End of clause)















## INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

### FOR GOVERNMENT PERSONNEL

- Item A.** Self-explanatory.
- Item B.** Self-explanatory.
- Item C.** Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management," etc.
- Item D.** Enter name of system/item being acquired that data will support.
- Item E.** Self-explanatory (to be filled in after contract award).
- Item F.** Self-explanatory (to be filled in after contract award).
- Item G.** Signature of preparer of CDRL.
- Item H.** Date CDRL was prepared.
- Item I.** Signature of CDRL approval authority.
- Item J.** Date CDRL was approved.
- Item 1.** See DoD FAR Supplement Subpart 4.71 for proper numbering.
- Item 2.** Enter title as it appears on data acquisition document cited in Item 4.
- Item 3.** Enter subtitle of data item for further definition of data item (optional entry).
- Item 4.** Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.
- Item 5.** Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).
- Item 6.** Enter technical office responsible for ensuring adequacy of the data item.
- Item 7.** Specify requirement for inspection/acceptance of the data item by the Government.
- Item 8.** Specify requirement for approval of a draft before preparation of the final data item.
- Item 9.** For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).
- Item 10.** Specify number of times data items are to be delivered.
- Item 11.** Specify as-of date of data item, when applicable.
- Item 12.** Specify when first submittal is required.
- Item 13.** Specify when subsequent submittals are required, when applicable.
- Item 14.** Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.
- Item 15.** Enter total number of draft/final copies to be delivered.
- Item 16.** Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

### FOR THE CONTRACTOR

**Item 17.** Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

**Item 18.** For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data.

These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.