

| | | | | | | | |
|---|--|---|--|---|--|--------------------------|--------------|
| SOLICITATION, OFFER AND AWARD | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING DO-A6 | PAGE OF PAGES 1 111 | |
| 2. CONTRACT NO. | | 3. SOLICITATION NO. N00104-15-R-K018 | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED 01 Jun 2015 | 6. REQUISITION/PURCHASE NO. N0010415NB086 | | |
| 7. ISSUED BY NAVSUP WEAPON SYSTEMS SUPPORT ASHLEY LEONARD, CODE N742.9 5450 CARLISLE PIKE P.O. BOX 2020 MECHANICSBURG PA 17055 | | | CODE N00104 | 8. ADDRESS OFFER TO (If other than Item 7) See Item 7 | | CODE | TEL: 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 15 Jul 2015
(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 ASHLEY L. LEONARD | B. TELEPHONE (Include area code) (NO COLLECT CALLS) 717-605-1686 | C. E-MAIL ADDRESS ashley.leonard@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 (See Section I, Clause No. 52.232-8) | | | | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | AMENDMENT NO. | DATE | 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) | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/> | | | 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: <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 | |
| 24. ADMINISTERED BY (If other than Item 7) | | CODE | 25. PAYMENT WILL BE MADE BY | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | 27. UNITED STATES OF AMERICA | | 28. AWARD DATE | |
| TEL: | EMAIL: | (Signature of Contracting Officer) | | | |

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 | JM60 CKU-5C/A Catapult FFP Aircraft Ejection Seat FOB: Origin NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001AA | TECHNICAL DATA FFP SEE DD FORM 1423, EXHIBIT A (Includes CDRL items A001 Manufacturing Plan, A002 Operating Procedures for Hazardous Material, and A003 Test Procedures) FOB: Destination NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | 3 | Set | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001AB | FIRST ARTICLE TEST SAMPLES FFP 3 BLOCKS OF CURED PROPELLANT: From each batch of catapult propellant used in the first article test samples, per MIL-DTL-32127A, Para 4.3 | 3 | Each | | |
| | Ownership Code: 3 FOB: Destination NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001AC | FIRST ARTICLE TEST SAMPLES FFP 2 GRAINS, CARTRIDGE PROPELLANT: (Drawing 512-174-0108 REV E; Dash #2) from each batch of propellant used in the first article test samples. | 2 | Each | | |
| | Ownership Code: 3 FOB: Destination NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001AD | FIRST ARTICLE TEST SAMPLES FFP 3 BLOCKS OF CURED PROPELLANT from each batch of rocket motor propellant used in the first article test samples, per MIL-DTL-32127A, Para 4.3 | 3 | Each | | |
| | Ownership Code: 3 FOB: Destination NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001AE | FIRST ARTICLE TEST SAMPLES FFP 2 MOTOR TUBE AND GRAIN ASSEMBLIES (Drawing 512-174-0071 Rev A) from each batch of propellant used in the first article test samples, per MIL-DTL-32127A Para 4.3 | 2 | Each | | |
| | Ownership Code: 3 FOB: Destination NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001AF | FIRST ARTICLE TEST SAMPLES FFP 18 LOADED CKU-5C Rocket Catapults (Drawing 512-174-0068 Rev G), per MIL-DTL-32127A, Para 4.3 | 18 | Each | | |
| | Ownership Code: 3 FOB: Destination NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001AG | PRODUCTION LOT TEST SAMPLES FFP 3 LOTS: 2 LOTS CONSISTING OF NET QTY 300, PLUS AN ADDITIONAL 22 EACH FOR TEST AND 1 LOT CONSISTING OF NET QTY 292, PLUS AN ADDITIONAL 22 EACH FOR TEST. (NOTE: LAT SAMPLE SIZE IAW RFD D11017-E28JK) | 66 | Each | | |
| | Ownership Code: 3 FOB: Destination NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------------------|--------|
| 0001AH | JM60 CKU-5C/A Catapult FFP | 11 | Each | | |
| | F2DCDE4149G002 L/I 01 | | | DE-D-CAE/DDED9430877615 | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------------------|--------|
| 0001AJ | JM60 CKU-5C/A Catapult FFP | 10 | Each | | |
| | F2DCDE4149G002 L/I 02 | | | EG-D-SAB/DEG29N30885050 | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------------------|--------|
| 0001AK | JM60 CKU-5C/A Catapult FFP | 28 | Each | | |
| | F2DCDE4149G002 L/I 03 | | | GR-D-QBS/DGRQ8Z30727629 | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------------------|--------|
| 0001AL | JM60 CKU-5C/A Catapult FFP | 4 | Each | | |
| | F2DCDE4149G002 L/I 04 | | | IQ-D-SAG/DIQT2430867603 | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------------------|--------|
| 0001AM | JM60 CKU-5C/A Catapult FFP | 16 | Each | | |
| | F2DCDE4149G002 L/I 05 | | | IQ-D-SAG/DIQT2430867606 | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------------------|--------|
| 0001AN | JM60 CKU-5C/A Catapult FFP | 6 | Each | | |
| | F2DCDE4149G002 L/I 06 | | | JO-D-CAQ/DJOB9N30787630 | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-------------------------|------------|--------|
| 0001AP | JM60 CKU-5C/A Catapult FFP | 142 | Each | | |
| | F2DCDE4149G002 L/I 07 | | KS-D-CAT/DKSH9431167623 | | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-------------------------|------------|--------|
| 0001AQ | JM60 CKU-5C/A Catapult FFP | 24 | Each | | |
| | F2DCDE4149G002 L/I 08 | | NE-D-CAR/DNEM8431057612 | | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001AR | JM60 CKU-5C/A Catapult FFP F2DCDE4149G002 L/I 09 OWNERSHIP CODE: 08 FOB: Origin NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | 7 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001AS | JM60 CKU-5C/A Catapult FFP F2DCDE4149G002 L/I 10 OWNERSHIP CODE: 08 FOB: Origin NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | 12 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-------------------------|------------|--------|
| 0001AT | JM60 CKU-5C/A Catapult FFP | 10 | Each | | |
| | F2DCDE4149G002 L/I 11 | | PT-D-CAE/DPTP9430777616 | | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-------------------------|------------|--------|
| 0001AU | JM60 CKU-5C/A Catapult FFP | 10 | Each | | |
| | F2DCDE4149G002 L/I 12 | | PT-D-CAI/DPTP9430777617 | | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------------------|--------|
| 0001AV | JM60 CKU-5C/A Catapult FFP | 130 | Each | | |
| | F2DCDE4149G002 L/I 13 | | | SR-D-CCZ/DSR68530877639 | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------------------|--------|
| 0001AW | JM60 CKU-5C/A Catapult FFP | 36 | Each | | |
| | F2DCDE4149G002 L/I 14 | | | TW-D-CAF/DTW78431835000 | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001AX | JM60 CKU-5C/A Catapult FFP FY15 NAVY PAN MC OWNERSHIP CODE: 05 FOB: Origin NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | 5 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001AY | JM60 CKU-5C/A Catapult FFP F2DCDE4293G001 L/I 01 OWNERSHIP CODE: 08 FOB: Origin NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | 1 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------------------|--------|
| 0001AZ | JM60 CKU-5C/A Catapult FFP | 41 | Each | | |
| | F2DCDE4293G001 L/I 01 | | | AE-D-CAA/DAEB8441205000 | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------------------|--------|
| 0001BA | JM60 CKU-5C/A Catapult FFP | 32 | Each | | |
| | F2DCDE4293G001 L/I 03 | | | DE-D-CAE/DDED9440857618 | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------------------|--------|
| 0001BB | JM60 CKU-5C/A Catapult FFP | 20 | Each | | |
| | F2DCDE4293G001 L/I 04 | | | EG-D-CAA/DEG28N40835050 | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------------------|--------|
| 0001BC | JM60 CKU-5C/A Catapult FFP | 9 | Each | | |
| | F2DCDE4293G001 L/I 05 | | | EG-D-CAA/DEG28N41085050 | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001BD | JM60 CKU-5C/A Catapult FFP F2DCDE4293G001 L/I 06 OWNERSHIP CODE: 08 FOB: Origin NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | 1 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001BE | JM60 CKU-5C/A Catapult FFP F2DCDE4293G001 L/I 07 OWNERSHIP CODE: 08 FOB: Origin NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | 2 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001BF | JM60 CKU-5C/A Catapult FFP F2DCDE4293G001 L/I 08 OWNERSHIP CODE: 08 FOB: Origin NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | 2 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001BG | JM60 CKU-5C/A Catapult FFP F2DCDE4293G001 L/I 09 OWNERSHIP CODE: 08 FOB: Origin NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | 85 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------------------|--------|
| 0001BH | JM60 CKU-5C/A Catapult FFP | 2 | Each | | |
| | F2DCDE4293G001 L/I 10 | | | MO-D-SAY/DMOC8440655016 | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------------------|--------|
| 0001BJ | JM60 CKU-5C/A Catapult FFP | 1 | Each | | |
| | F2DCDE4293G001 L/I 11 | | | NO-D-CAE/DNOP2441395003 | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-------------------------|------------|--------|
| 0001BK | JM60 CKU-5C/A Catapult FFP | 15 | Each | | |
| | F2DCDE4293G001 L/I 12 | | PK-D-CDP/DPK28440707612 | | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-------------------------|------------|--------|
| 0001BL | JM60 CKU-5C/A Catapult FFP | 8 | Each | | |
| | F2DCDE4293G001 L/I 13 | | PL-D-QAR/DPLW9540787618 | | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001BM | JM60 CKU-5C/A Catapult FFP F2DCDE4293G001 L/I 14 OWNERSHIP CODE: 08 FOB: Origin NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | 4 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001BN | JM60 CKU-5C/A Catapult FFP F2DCDE4293G001 L/I 15 OWNERSHIP CODE: 08 FOB: Origin NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | 2 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------------------|--------|
| 0001BP | JM60 CKU-5C/A Catapult FFP | 120 | Each | | |
| | F2DCDE4293G001 L/I 16 | | | SR-D-CCZ/DSRJ8440787603 | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------------------|--------|
| 0001BQ | JM60 CKU-5C/A Catapult FFP | 40 | Each | | |
| | F2DCDE4293G001 L/I 17 | | | SR-D-CCZ/DSRJ8440787628 | |
| | OWNERSHIP CODE: 08 | | | | |
| | FOB: Origin | | | | |
| | NSN: 1377-01-520-9738 | | | | |
| | PURCHASE REQUEST NUMBER: N0010415NB086 | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001BR | JM60 CKU-5C/A Catapult FFP F2DCDE4293G001 L/I 18 OWNERSHIP CODE: 08 FOB: Origin NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | 1 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001BS | JM60 CKU-5C/A Catapult FFP F2DCDE4293G001 L/I 19 OWNERSHIP CODE: 08 FOB: Origin NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | 52 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001BT | JM60 CKU-5C/A Catapult FFP F2DCDE4293G001 L/I 20 OWNERSHIP CODE: 08 FOB: Origin NSN: 1377-01-520-9738 PURCHASE REQUEST NUMBER: N0010415NB086 | 3 | Each | | |

NET AMT

SECTION B NOTES

SOLICITATION NOTES:

1. Faxed offers will NOT be accepted.
2. 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.
3. This item is a CSI – Critical Safety Item.
4. 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.
5. Electronic submission of an offer may be accomplished by attaching your offer to an email directed to ashley.leonard@navy.mil. The size limitation of an email through the NAVSUP WSS mail server is 10 MB. All files designated as .zip files will be stripped from any email sent. Files larger than the server limitation may be segregated and sent via several emails as long as they are clearly identified as such.
6. Solicitation includes Deviation FY15-D033.

BILL OF MATERIALS**SECTION B – PAD BILL OF MATERIALS (MAY 2005)**

1. The contractor shall furnish a Detailed Bill of Materials for each item of this contract and be submitted to the below address within 60 days after date of the contract.

NSWC IHEODTD
CAD/PAD DEPARTMENT BLDG 1557
ATTN: CODE **E21DW** donna.wood@navy.mil
4393 BENSON ROAD
INDIAN HEAD MD 20640-5092

2. The Detailed Bill of Materials may be in a contractor-developed format, and shall include the following items (as a minimum):

- | | |
|----------------------------------|-----------------------------------|
| a. Part nomenclature/description | d. Quantity ordered |
| b. Drawing number/part number | e. Supplier name, city, and state |
| c. Revision level | f. Lead time |

3. A “*Bill of Materials*” need not be submitted under this contract if the contractor has previously furnished a Detailed Bill of Materials, which is current. In that case, a letter indicating the contract number, date Bill of Materials were submitted and certifying that no revision is necessary for this current contract, shall be submitted to the address indicated in Paragraph 1, above.

4. If, during the performance of the contract, the Detailed Bill of Materials becomes obsolete, revised pages shall be submitted to the government within 10 days after the change. Unless otherwise indicated in the schedule of this contract, charges for furnishing the Detailed Bill of Materials are included in the price of the basic item.

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 | DL512-174-0068 CATAPULT, CKU-5C/A ASSEMBLY | F | 8 SEP 14 |

a. EXCEPTION to Drawing DL512-174-0068 Rev F:

- (1) D10003-E28JK, HTPB polymer (R45) Test Method
- (2) D11017-E28JK, CKU-5C/A Reduction in LAT Quantity (Beginning Lot IH-026 and Sample Selection
- (3) D11018-E28RA, CKU-5C/A Motor Tube Correct Hydrostatic Test Pressure in Spec
- (4) D12013-E28JK, CKU-5C/A O-rings, Extend Service Life
- (5) Exception to DL512-174-0069 Rev E:
 - (a) Deviation D10003-E28JK, HTPB polymer (R45) Test Method

2. SPECIFICATIONS:

| CLIN | SPECIFICATIONS | REVISION | REVISION DATE |
|------|--|----------|---------------|
| 0001 | MIL-DTL-32127 | A | 3 Aug 05 |
| 0001 | MIL-DTL-32123 (Liner) | A | 18 Oct 06 |
| 0001 | MIL-DTL-32124 Propellant, NSWC IH-BC-15/-16/-17/-20/-21 and /-22 | A | 13 Oct 06 |
| 0001 | SPI-F00-262-1679 | V | 12 May 14 |

SECTION C – CONFIGURATION CONTROL: ANSI/EIA-649 (NAVY STOCK CLASS 1377) (APR 2013)

1. Configuration Control - The Contractor shall maintain the total equipment baseline configuration. For items of proprietary design, Contractor drawings showing the latest assembly configuration shall be provided to the Government in electronic format.

2. Deviations – Request for Deviations (RFD) - RFDs shall be designated as Critical, Major, or Minor. 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.

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.

Definitions: (See ANSI/EIA 649 and MIL-HDBK-61A for additional guidance on critical, major and minor classifications.)

Critical: Critical variances impact safety, health, or environment. A departure from a requirement classified as critical in configuration documentation.

Major: Major variances have significant impacts such as performance or operational limits, structural strength, or qualification characteristics and may impose limits on product use or operation or cause temporary use of alternate items. A departure from a requirement classified as major in configuration documentation.

Minor: Minor variances have little or no impact and are generally associated with non-functional factory defects that can be dispositioned locally as: "use as is" or "after suitable repair." A departure from a requirement classified as minor in configuration documentation.

3. Minor deviation authority is granted for prefabricated piece parts, bought by the contractor to contractor drawings for assembly into the deliverable items provided there is no change to form, fit or function, as defined above of the finished product. Changes to form, fit, or function are Major deviations and shall be approved by the Navy technical approval authority prior to implementation. Traceability of materials and records of deviations of the finished product shall be maintained and made available for review upon Government request.

4. Engineering Change Proposal (ECP) - The Government will maintain configuration control and change authority for all modifications or changes affecting form, fit, function, or interface parameters of the Equipment and its sub-assemblies. ECPs shall be designated as Major (Class I) or Minor (Class II). ECPs shall be prepared 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.

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.

Definitions: (See ANSI/EIA 649 and MIL-HDBK-61A for additional guidance on Major (Class I) and Minor (Class II) classifications.)

Major (Class I):

- a. A change that affects specified and approved requirements for product attributes, including safety, reliability, and supportability.
- b. A change, after establishment of the product baseline, that affects compatibility with interfacing products, including such products as test equipment, support equipment, software, and products furnished by a customer or that affects one or more of the following:
 - required calibration to the extent that product identification should be changed
 - interchangeability or substitutability of replaceable products, assemblies, or components
 - change to add a previously non-qualified supplier, where supplier selection is specified
 - requires retrofit of delivered products

Minor (Class II): Affects configuration documentation (released design information), product or processes but does not affect Major Change Criteria.

5. ECP changes to vendor drawings: Minor (Class II) ECP change authority for vendor drawings is granted provided there is no change to form, fit or function, as defined herein. Changes to form, fit, or function are Major (Class I) ECP changes and shall be approved by the Navy CCB and technical approval authority prior to implementation. Minor ECP change documentation shall be provided to the Navy technical approval authority for concurrence after vendor approval. Vendor's may use their own numbering format for ECP changes to vendor drawings.

Definitions:

Form: the shape, external size, and marking which uniquely characterizes an item.

Fit: the ability of an item to physically interface or interconnect with and become an integral part of a higher level assembly.

Function: the action[s] that an item is designed to perform including performance, durability and safety.

The following are examples of Major (Class I) changes with regard to function

- a. Change to energetic material.
- b. Change to component material or material properties.
- c. Change to electrical characteristics.
- d. Change in ballistic performance.

6. The contractor shall submit an electronic copy of any ECP or RFD to the Contracting Officer, Local DCMA QAR, and the technical activity below:

- a. Local DCMA QAR

- b. NAVSUP WSS Contracting Officer,
Email: Ashley.leonard@navy.mil
 - c. NSWC IHEODTD CAD/PAD Dept,
Email: donna.wood@navy.mil
7. Technical approval authority for RFDs and ECPs is **NSWC IHEODTD**, Lead CAD/PAD Engineer, Code E2CE, (301) 744-2308.
 8. Final approval of any ECP and/or RFD shall be in writing, by the Contracting Officer, NAVSUP Weapon Systems Support.
 9. 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 E25VE, NSWC IHEODTD 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 – PAD PACKING AND TRANSPORTATION (MAY 2005)

1. Preservation, packaging, packing, and marking shall be in accordance with Section Five (5) of Specification MIL-DTL-85097E (OS) and the following:
 - a. SPI F00-262-1679 Rev V.
2. Transportation Data:
 - a. Freight Description: Explosive Power Device, Class "B"
 - b. UFC Number: 35715
 - c. NMFC Number: 64300
 - d. DOT Explosive Class: Class "B" Explosives
 - e. Dangerous Article Reference: Code of Federal Regulations (CFR) 49 Para. 173-62
 - f. Type Label: Explosive B
 - g. DOT Container Marking: Explosive Power Device, Class "B" Explosives
 - h. DOT Vehicle Placard: Explosives B
 - i. DOT Special Permit Number: N/A
 - j. Remarks: CKU 5/C Rocket Catapult, DODIC: JM60, NSN 1377-01-520-9738ES, Refer to NAVSEA SW020-AC-SAF-020

SECTION D – PACKAGING AND MARKING (MAY 2013)

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 | 1 | SPI F00-262-1679 Rev V |

2. Marking shall be applied IAW the applicable provisions of MIL-STD-129.
 - a. At a minimum, inner container markings for CLIN 0001 - 0002 shall include:
 - National Stock Number and (DoD) Code: *(see Section "B" for applicable CLIN)*
 - 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, outer container markings for CLIN 0001 - 0002 shall include:
 - National Stock Number and (DoD) Code: *(see Section "B" for applicable CLIN)*
 - 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) kg | EX NUMBER |
| 0001 | ROCKET MOTOR | 0186 | 1.3 | C | 5.7 lbs/2.6 kg | 2005030057 |

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 a POP Test Report in accordance with DI-PACK-81059. **The test report shall be in accordance with the contract data requirements list (CDRL) DD FORM 1423, sequence number A004.** A printed copy of the applicable POP report shall be included with each shipment. For POP Technical Information contact: **NSWC IHEODTD, Code E26JL, (301) 744-2344.**

NOTE: Foreign Military Sales (FMS) Shipments: As applicable, all outer containers should be clearly marked with the FMS Case Designation, Requisition Number and Project Code, and Country Specific EX Numbers for NOA required shipments- 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: **8 years.**

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 – PAD PALLETIZATION (MAR 2008)

a). When the total of all containers in the shipment exceeds 50 cubic feet, they shall be palletized using Double Stringer Pallets in accordance with NN-P-71C Notice 1, Type IV, Group III, Grade B. Each palletized load shall not exceed 60 boxes or 2,000 lbs. (not including pallet) and dimensions as follows:

(1) Length shall not exceed 42 inches, which permits an overhang of 1 inch at each end of the 40 inch dimensions of the pallet.

(2) Width shall not exceed 52 inches, which permits an overhang of 2 inches at each of the 48 inch dimensions of the pallet.

(3) The total height, including pallet, shall not exceed 52 inches.

b). Strapping for pallets shall be made 1-1/4 inch X .035 inch thick strap in accordance with ASTM D3953-91, Class 1, Type 1 (heavy duty), Finish A.

SECTION D – AMMUNITION LOT NUMBERING: MIL-STD-1168 (MAY 2013)

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:

- a. 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.
- b. The year and the alpha code designating the month in which final assembly for end item of the representative lot begins.
- c. The assigned lot interfix number.
- d. The sequence number shall be consecutive for each production lot manufactured under this contract.
- e. 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.

Ammunition Lot number designation Sample:

IHM 93 D 002 - 007

a b c d e

| | |
|-------------|---|
| KEY: | |
| a | Manufacturer's Identification Code. |
| b | The year of manufacture of the oldest batch of propellant in the lot. |
| c | The month of manufacture of the oldest batch of propellant in the lot expressed as an alpha code in accordance with 4.1.3 of MIL-STD-1168 |
| d | Lot interfix number – lot number (provided and controlled by NSWC IHEODTD Code E21). |
| e | Lot sequence number – lot number (manufacturer responsible for the assignment of 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 (NSWC TESTING) (MAR 2014)**

1. Test samples are required from each production lot. A production lot shall consist of: Net deliverable quantity, plus additional units for Lot Acceptance Test, in accordance with Section B. The performance, tests, and/or other characteristics, which the sample units must meet, shall be in accordance with the requirements of Section C of this contract.
2. The production lot(s) must be manufactured and presented to the Government Quality Assurance Representative (QAR) with all documentation required by section B. The documentation (WAWF-RRs and Ammunition Data Card printed from WARP) accompanying the production lot test samples shall contain the contract number, item, lot number identification, DODIC, NSN, and serial numbers. The presentation of the lot shall be made to the QAR (filled in by NAVSUP) calendar days after date of contract to select the production test samples. The samples shall be selected, at random, from each production lot, by the QAR within 48 hours for resident QARs, or 7 calendar days for non-resident QARs after presentation of the lot.

NOTE 1: Sample units removed for testing from different lots shall not be commingled.

3. After the selection of the production lot samples and all required data, the samples shall be furnished and shipped by the Contractor to the testing activity set forth in **Section F** within 15 calendar days of selection at no additional charge to the Government. The production lot test samples shall not be considered received until all data necessary to evaluate the samples is received. (This data includes, but is not limited to, radiographic requirements specified in **Section E - Inspection and Acceptance, Ammunition Data Card from WARP, and WAWF-RR.**)
4. The following activity will conduct production lot testing: **Indian Head Division Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division.**
5. **Disposition of Production Lot Test Samples -**
 - a. Units submitted for Production Lot Testing are subject to destructive testing. These units cannot be used to meet fleet support requirements. Samples tested will not be returned to the Contractor. However, in the event there is a failure, or samples are rejected for some other reason, the Contractor may request the return of units not destroyed during testing and/or residual material for disposition/examination. The written request to return rejected units/material shall be received by the Contracting Officer, with a concurrent copy to the testing activity, within fifteen (15) calendar days after notification of rejection. Any units/material returned will be at the Contractor's expense.
6. All other contractual requirements, such as acceptance, shipment, and payment will not be accomplished until the production lot test samples have been tested, approved, and released for service use. The Contractor shall not make shipment of the production lot until receipt of written notification of approval by the Contracting Officer.
7. 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 samples and all necessary data are received by the Government Testing Activity. Upon receipt of written notice accepting a production lot, shipment shall be made as soon as possible and no later than fifteen (15) calendar days after receipt of such notice.
 - a. Any notice of approval or conditional approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract.
 - b. A notice of conditional approval shall state any further action required of the Contractor. In the event the test sample fails to meet the requirements of the specification or drawing, the Contractor shall submit a Failure Analysis and Corrective Action Report (DD Form 1423, sequence number, A015) with all associated costs and expenses to be borne solely by the Contractor.
 - c. A notice of disapproval shall cite reasons for such. If any production lot test sample(s) is disapproved by the Government and at the Contractor's sole cost and expense, the Contractor may be required, at the option of the Government, to submit an additional production lot test sample(s) for test. After each notification by the Contracting Officer to submit an additional production lot test sample(s), the Contractor shall - at no additional cost to the Government - make any necessary changes, modifications, or repairs to the production lot or the Government QAR may be required to select another test sample for testing. Such additional test sample(s) shall be furnished to the Government under the terms and conditions and within the time specified

in the notification. The Government shall take action on this test sample(s) within sixty (60) calendar days after receipt. The cost of each additional approval, and all costs and expenses related to such test(s) shall be borne solely by the Contractor. **Retest Cost for Item 0001 is: \$90,000.00. Retest Cost for Item 0002 is: \$90,000.00** *(NOTE: Test costs are based on actual rates in effect at the time of issuance of the solicitation. In the event of a test failure, actual cost at the time of retest will be assessed.)* The Government reserves the right to require an equitable decrease of the contract price for any extension of the delivery schedule necessitated by additional tests.

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

**SECTION E – INSPECTION AND ACCEPTANCE OF TEST PLANS / PROCEDURES
(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, **A003**). 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 – PAD INSPECTION AND ACCEPTANCE (DODIC JM60, CKU-5C/A Rocket

Catapult) (APR 2014)

1. The Contractor shall provide and maintain a quality program acceptable to the Government and modeled on ISO 9001:2008 with Technical Corrigendum 1 or an equivalent quality system. IF other than ISO 9001:2008 WITH Technical Corrigendum 1- the offer shall indicate the quality system proposed along with how it is equivalent, under separate letter submitted with your offer.

ISO 9001:2008

Other

2. A Quality Program Plan shall be submitted for government review and approval in accordance with CDRL, Sequence A005. Quality Assurance Program Status Reports and Incoming Inspection Summary Reports shall be submitted in accordance with CDRL, Sequence A006 and A007. Supplier Quality Assurance Program Requirements of MIL-STD-1535B shall apply for control of suppliers. Classification of purchases (section 4.1 of MIL-STD-1535B) shall be included in the Quality Program Plan.

A. PAD PRE-PRODUCTION ITEMS (CKU-5C/A)

1. The contractor shall submit, in accordance with CDRL Sequence A008, any and all contractor designed gauges to the Contract Administration Office for distribution to NSWC IHEODTD, CAD/PAD DEPARTMENT, 4393 BENSON ROAD SUITE 120/BLDG 1557, ATTN: CODE E21DW, INDIAN HEAD MD 20640-5092 for review and approval prior to use.

2. The contractor shall have the test equipment and capabilities necessary to assure that the propellant ingredients, liner materials, and ignition materials meet the respective specification requirements.

3. The contractor shall have the ballistic test fixtures and capabilities to assure that the units meet the specification requirements.

4. Subsequent to contract award, the prime contractor shall submit a list of intended subcontractors for metal parts, IAW CDRL Sequence A009. This shall be included in the Bill of Materials (see Section B).

a. All subcontractors producing the parts listed below shall be required to submit a preproduction sample of ten pieces of each part to the prime contractor.

1. Motor Tube: P/N 11726650

2. Booster Tube: P/N 11726656

3. Launcher Tube Assembly: P/N 11726800

4. Launcher Tube: P/N 11726655

5. Nozzle: P/N 512-174-0086

6. Breech: P/N 11743979

7. Tang: P/N 512-174-0083 - To include verification of alloy in one test piece. (Destructive test if required)

b. The prime contractor shall perform a preproduction inspection and test of these parts consisting of:

1. Inspection of part dimensions to ensure compliance with drawing requirements.

2. Hydrostatic/Magnetic Particle/Dye Penetrant tests of the part as required on the individual drawings.

3. Verification of nominal mechanical properties by the appropriate hardness test(s) as required on the individual drawings. Verification of alloy where required on individual drawings.

c. This preproduction inspection and test shall be performed by the prime contractor or a qualified independent laboratory.

d. Prime contractors may request exemption for this inspection if their subcontractor has successfully produced the item previously for the prime contractor. The prime contractor shall report the basis for the exemption request (manufacturing history, inspection and test results, etc.) to NSWC IHEODTD, CAD/PAD DEPARTMENT, 4393 BENSON ROAD SUITE 120/BLDG 1557, ATTN: E21DW, INDIAN HEAD MD 20640-5092, in the appropriate CDRL report or under separate letter.

e. Exemption will be approved by the procuring contracting officer. Results of first article inspection and test shall be reported in CDRL item A009.

5. Inspection and test of subcontractor metal parts (paragraph 4 above) shall be completed prior to submission of the Rocket Catapult first article. Nondestructively tested metal part first article samples may be used to manufacture the Rocket Catapult first article.

6. Successful completion of the metal parts Preproduction Tests in no way relieves the Contractor from the responsibility of ensuring that the subcontractor production parts comply with the requirements of the respective

drawings.

7. Acceptance of First Article is covered under Section I, FAR 52.209-4. Paragraph "e" of that section does not apply.

B. PRODUCTION METAL PARTS

1. Acceptance of Production Metal Parts - Information regarding compliance with this Section shall be included in CDRL Item A009.

2. The contractor shall obtain and deliver certificates of compliance for all materials (mechanical properties, alloying) and all quality conformance tests (Hydrostatic, X-ray, Protective Finish, Magnetic Particle, Dye Penetrant) required for the various parts.

3. In addition to the certificates of compliance, the prime contractor shall verify the mechanical properties of the production parts by inspection/test of a minimum of two (2) pieces randomly selected from each parts shipment. This inspection/test is required for the following parts:

- a. All parts listed in "4.a." in Section E (Inspection and Acceptance, Preproduction).
- b. Head, P/N 11744255
- c. Hex Head Retainer, P/N 512-174-0129 (including verification of alloy).
- d. Firing Pin Housing, P/N 5184326
- e. Firing Pin, P/N 512-174-0073

6. Receipt inspection of each subcontractor shipment of metal parts shall comply with Section 4.4.2.2.c and 4.4.4.3 of MIL-DTL-32127A.

C. RADIOGRAPHIC

1. An x-ray procedure and sample x-ray plate displaying a minimum of two units shall be submitted for approval prior to x-ray of the production lot, in accordance with CDRL, Sequence A010. If approved under previous contract with Indian Head Division, Navy Surface Warfare Center, and no changes have been made contractor can request waiver for this data requirement.

2. Radiographs shall be conventional (film-based). If the contractor elects, digital radiograph samples, technique and process documentation, and demonstration of equivalency to conventional radiographs may be submitted for approval by Indian Head Division, Code E21DC, Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division, Indian Head, Maryland, 20640-5035. Digital radiograph samples must be approved prior to x-raying of the production units. The Contracting Officer will notify contractor of approval/disapproval of the digital x-ray process within 30 days after receipt of sample radiographs. Contractor may request waiver, based on being approved under a prior contract. Contract Data Requirement LIST (CDRL) DD Form 1423, sequence number A011.

3. X-rays of the production lot shall be forwarded, prepaid, to the addressee noted in Section F of this contract. A record of the x-ray inspection shall be forwarded with the x-rays. X-rays are to be shipped concurrently with the shipment of the Production Lot Acceptance Test Samples. The x-ray record shall indicate by serial number those units which fail x-ray requirements and shall state the requirement that the particular unit failed. All x-rays will be retained by the government. Contract Data Requirement List (CDRL) DD Form 1423, sequence number A012.

4. Items shall be positioned as required in Note "18" of Drawing 512-174-0068 Rev G. All items shall be identified with serial numbers prior to x-ray examination. The item shall be x-rayed in consecutive order for each first article or production lot. The items for radiographic inspection shall be arranged on trays or boards in consecutive numerical order and each radiographic plate shall carry a permanent identification of the item displayed thereon. The radiographic plate identification shall include item nomenclature, the complete lot number, the span of serial numbers displayed, and month, date and year of x-ray. A copy of all radiographic film shall be retained by the government.

D. PRODUCTION LOT

1. No metal parts, hardware, raw ingredients, propellant or consumables (acceptable, scrapped or tested) used in the manufacture of the production lot, or used as samples representing material used in the production lot, may be disposed of without the prior authorization of the procuring activity. All material will be made available to the procuring activity immediately upon request. The disposition of any test samples without prior authorization of the procuring activity will result in the test performed being declared invalid and its results being declared void; a retest will be required.

2. Propellant samples from each batch of propellant (booster and sustainer) used in the production lot will be

retained until after the production lot acceptance tests are completed and the lot is released for service use. The disposition of any test samples without prior authorization of the procuring activity will result in the test performed being declared invalid and its results being declared void; a retest will be required.

3. The Production Lot shall be held at the Contractors plant until notified by the Contracting Officer, NAVSUP WSS, Mechanicsburg, PA 17055-0788 that the lot is accepted and released for service use.

4. Acceptance of the production lot shall be performed by the cognizant DCAS facility contingent upon acceptance of the Lot Acceptance Test sample and review and approval of production lot x-rays. The cognizant DCAS facility shall be responsible for inspection of the production lots.

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

6. The age of explosive components (i.e. manufactured cartridges, cast propellant grains, detonating cord etc) except bulk Energetic Materials and primers used in the manufacture of these items will not exceed 60 days for the cartridge propellant for cartridge loading and 180 days for the rocket motor propellant and cartridges into the rocket catapults. Primers shall have been certified/recertified within the past 12 months unless they are Navy certified and have a 2-year certification. The acceptability of bulk energetic material used in the manufacture of this item will be demonstrated by Lot Acceptance Test Data. Non-explosive ingredients such as binders and oxidizers, which do not degrade with age, are excluded from this propellant requirement. The government may waive this requirement on a case-by-case basis (when advantageous to the government) provided the contractor provides all details of the reason for the waiver and the age and lot numbers of the subject components. The waiver (if granted) may be subject to conditions such as sensitivity testing or dehumidification.

7. If Hexanitrostilbene (HNS) explosive material is used in the manufacture of this item, the HNS shall meet the requirements of Government document WS5003F (or latest revision), Purchase Description of HNS Explosive; and maximum particle size shall not exceed 250 microns.

8. The contractor shall deliver the results of propellant analyses/test as required under MIL-DTL-32127A, delivery in accordance with Contract Data Requirement List (CDRL) DD Form 1423, sequence numbers A013 and A014. The contractor shall have the test equipment and capabilities necessary to assure that the liner and propellant ingredients, liner materials, propellants and ignition materials meet the respective specification requirements.

9. If a LAT failure should occur, the contractor shall submit a failure analysis and corrective action report in accordance with Contract Data Requirement List (CDRL) DD Form 1423, sequence number A015.

10. Items containing explosive subassemblies shall be identified on a Marriage Log. The Marriage log shall be in the contractor's choice of format and must contain the (a) contractor name, (b) nomenclature, (c) contract number, (d) rocket motor and subassembly serial number and the matching end item serial number, (e) lot number of end item and lot number of rocket motor assembly and subassembly IAW MIL-STD-1168 (Section E – Ammunition Data Cards and Material Inspection and Receiving Report), (f) name of individual completing marriage log, (g) date log completed and (h) name and signature of Quality Assurance Inspector. This record should also include the serial number of all serialized components (motor tube, booster tube, launcher tube assembly, nozzle, tang, breech, and head). The serial number of these components shall be traceable to the certification record of the component. The Marriage Log shall be submitted with each First Article Test sample (if applicable) and with each lot acceptance test sample, DD1423, sequence number A016.

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, in accordance with DD 1423 sequence number **A017**. **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, lot expiration date (month and year)
- 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 |
| 52.246-16 | Responsibility For Supplies | APR 1984 |

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

ISO – 9001:2008

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in--

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require--

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

Packaging House

Address

Section F - Deliveries or Performance

SECTION F**SECTION F – DELIVERIES OR PERFORMANCE (MAY 2013)**

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 3 EA 0001AC 2 EA 0001AD 3 EA 0001AE 2 EA 0001AF 18 EA (FAT) | N00174 RECEIVING OFFICER NSWC IHEODTD EXPLOSIVE SCALES FACILITY 5021 Safe Haven Way Indian Head MD 20640-5173 | FIRST ARTICLE TEST SAMPLES Explosive Scales (BLDG 1103/1104) ATTN: LMT Test, Code R36 Ownership Code: 3 |
| 0001AG 34 EA (LAT) | N00174 RECEIVING OFFICER NSWC IHEODTD EXPLOSIVE SCALES FACILITY 5021 Safe Haven Way Indian Head MD 20640-5173 | LOT ACCEPTANCE TEST SAMPLES Explosive Scales (BLDG 1103/1104) ATTN: LMT Test, Code R36 Ownership Code: 3 |
| 0001AH 11 EA | Supplemental Address: DXXCAE MAPAC: DDED00 FMS Case: DE-D-CAE Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | FMS Case: DE-D-CAE Reqn #: DDED9430877615 MIPR: F2DCDE4149G002 Ownership Code: 8 |
| 0001AJ 10 EA | Supplemental Address: DXXSAB MAPAC: DEG200 FMS Case: EG-D-SAB Priority: 03 SDDG EX # Pending, Contact ACO/DCMA | FMS Case: EG-D-SAB Reqn #: DEG29N30885050 MIPR: F2DCDE4149G002 Ownership Code: 8 |
| 0001AK 28 EA | Supplemental Address: DZ2QBS MAPAC: DGR002 FMS Case: GR-D-QBS Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | FMS Case: GR-D-QBS Reqn #: DGRQ8Z30727629 MIPR: F2DCDE4149G002 Ownership Code: 8 |
| 0001AL 4 EA | Supplemental Address: DXWSAG MAPAC: DXWSAG FMS Case: IQ-D-SAG Priority: 02 SDDG EX # Pending, Contact ACO/DCMA | FMS Case: IQ-D-SAG Reqn #: DIQT2430867603 MIPR: F2DCDE4149G002 Ownership Code: 8 |
| 0001AM 16 EA | Supplemental Address: DXWSAG MAPAC: DXWSAG FMS Case: IQ-D-SAG Priority: 12 SDDG EX # Pending, Contact ACO/DCMA | FMS Case: IQ-D-SAG Reqn #: DIQT2430867606 MIPR: F2DCDE4149G002 Ownership Code: 8 |
| 0001AN 6 EA | Supplemental Address: DXXCAQ MAPAC: DJOB00 | FMS Case: JO-D-CAQ Reqn #: DJOB9N30787630 |

**LINE / SUBLINE ITEM
AND QTY****SHIP TO:****MARK FOR:**

| LINE / SUBLINE ITEM AND QTY | SHIP TO: | MARK FOR: |
|--|---|--|
| | FMS Case: JO-D-CAQ Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | MIPR: F2DCDE4149G002 Ownership Code: 8 |
| 0001AP 142 EA | Supplemental Address: DXXCAT MAPAC: DKSH00 FMS Case: KS-D-CAT Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | FMS Case: KS-D-CAT Reqn #: DKSH9431167623 MIPR: F2DCDE4149G002 Ownership Code: 8 |
| 0001AQ 24 EA | Supplemental Address: DZ2CAR MAPAC: DNE002 FMS Case: NE-D-CAR Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | FMS Case: NE-D-CAR MAPAC: DNEM00 Reqn #: DNEM8431057612 MIPR: F2DCDE4149G002 Ownership Code: 8 |
| 0001AR 7 EA | Supplemental Address: DXxcae MAPAC: DNOP00 FMS Case: NO-D-CAE Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | FMS Case: NO-D-CAE Reqn #: DNOP9430867612 MIPR: F2DCDE4149G002 Ownership Code: 8 |
| 0001AS 12 EA | Supplemental Address: DZ2CDP MAPAC: DPK002 FMS Case: PK-D-CDP Priority: 05 SDDG EX # Pending, Contact ACO/DCMA | FMS Case: PK-D-CDP MAPAC: DPK200 Reqn #: DPK28430857608 MIPR: F2DCDE4149G002 Ownership Code: 8 |
| 0001AT 10 EA | Supplemental Address: DXxcai MAPAC: DPTP00 FMS Case: PT-D-CAE Priority: 10 SDDG EX # Pending, Contact ACO/DCMA | FMS Case: PT-D-CAE Reqn #: DPTP9430777616 MIPR: F2DCDE4149G002 Ownership Code: 8 |
| 0001AU 10 EA | Supplemental Address: DXxcai MAPAC: DPTP00 FMS Case: PT-D-CAI Priority: 06 | FMS Case: PT-D-CAI Reqn #: DPTP9430777617 MIPR: F2DCDE4149G002 Ownership Code: 8 |
| 0001AV 130 EA | Supplemental Address: DZ4CCZ MAPAC: DSR004 FMS Case: SR-D-CCZ Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | FMS Case: SR-D-CCZ MAPAC: DSR600 Reqn #: DSR68530877639 MIPR: F2DCDE4149G002 Ownership Code: 8 |
| 0001AW 36 EA | Supplemental Address: DZ4CAF MAPAC: DTW004 FMS Case: TW-D-CAF Priority: 03 SDDG EX # Pending, Contact ACO/DCMA | FMS Case: TW-D-CAF MAPAC: DTW700 Reqn #: DTW78431835000 Ownership Code: 8 |
| 0001AX 5EA | N00174 | NAVY STOCK AND ISSUE |

**LINE / SUBLINE ITEM
AND QTY****SHIP TO:****MARK FOR:**

| | SHIP TO: | MARK FOR: |
|--------------|---|--|
| | RECEIVING OFFICER NSWC IHEODTD EXPLOSIVE SCALES FACILITY INDIAN HEAD, MD 20640-5173 | PAN, FY15 PURPOSE CODE A, COG 2E Ownership Code: 5 |
| 0001AY 1 EA | MAPAC: Supplemental Address: DXWCAA FMS Case: AE-D-CAA Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | MAPAC: DAER00 FMS Case: AE-D-CAA Reqn #: DAER2440787614 MIPR: F2DCDE4293G001 L/I 01 |
| 0001AZ 41 EA | MAPAC: DAE002 Supplemental Address: DZ2CAA FMS Case: AE-D-CAA Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | MAPAC: DAEB00 FMS Case: AE-D-CAA Reqn #: DAEB8441205000 MIPR: F2DCDE4293G001 L/I 02 |
| 0001BA 32 EA | MAPAC: DDED00 Supplemental Address: DXXCAE FMS Case: DE-D-CAE Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | MAPAC: DDED00 FMS Case: DE-D-CAE Reqn #: DDED9440857618 MIPR: F2DCDE4293G001 L/I 03 |
| 0001BB 20 EA | MAPAC: DEG005 Supplemental Address: DZ5CAA FMS Case: EG-D-CAA Priority: 03 SDDG EX # Pending, Contact ACO/DCMA | MAPAC: DEG200 FMS Case: EG-D-CAA Reqn #: DEG28N40835050 MIPR: F2DCDE4293G001 L/I 04 |
| 0001BC 9 EA | MAPAC: DEG005 Supplemental Address: DZ5CAA FMS Case: EG-D-CAA Priority: 03 SDDG EX # Pending, Contact ACO/DCMA | MAPAC: DEG200 FMS Case: EG-D-CAA Reqn #: DEG28N41085050 MIPR: F2DCDE4293G001 L/I 05 |
| 0001BD 1 EA | MAPAC: DGR002 Supplemental Address: DZ2QBS FMS Case: GR-D-QBS Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | MAPAC: DGRQ00 FMS Case: GR-D-QBS Reqn #: DGRQ8Z40857617 MIPR: F2DCDE4293G001 L/I 06 |
| 0001BE 2 EA | MAPAC: DIQT00 Supplemental Address: DXXSAG FMS Case: IQ-D-SAG | MAPAC: DIQT00 FMS Case: IQ-D-SAG Reqn #: DIQT2540635009 MIPR: F2DCDE4293G001 L/I 07 |

**LINE / SUBLINE ITEM
AND QTY****SHIP TO:****MARK FOR:**

| LINE / SUBLINE ITEM AND QTY | SHIP TO: | MARK FOR: |
|--|---|--|
| | Priority: 05 SDDG EX # Pending, Contact ACO/DCMA | |
| 0001BF 2 EA | MAPAC: DJOB00 Supplemental Address: DXXCAS FMS Case: JO-D-CAS Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | MAPAC: DJOB00 FMS Case: JO-D-CAS Reqn #: DJOB9440877619 MIPR: F2DCDE4293G001 L/I 08 |
| 0001BG 85 EA | MAPAC: DKSH00 Supplemental Address: DXXCBF FMS Case: KS-D-CBF Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | MAPAC: DKSH00 FMS Case: KS-D-CBF Reqn #: DKSH9440767659 MIPR: F2DCDE4293G001 L/I 09 |
| 0001BH 2 EA | MAPAC: DMO003 Supplemental Address: DZ3SAY FMS Case: MO-D-SAY Priority: 03 SDDG EX # Pending, Contact ACO/DCMA | MAPAC: DMOC00 FMS Case: MO-D-SAY Reqn #: DMOC8440655016 MIPR: F2DCDE4293G001 L/I 10 |
| 0001BJ 1 EA | MAPAC: Supplemental Address: DXWCAE FMS Case: NO-D-CAE Priority: 03 SDDG EX # Pending, Contact ACO/DCMA | MAPAC: DNOP00 FMS Case: NO-D-CAE Reqn #: DNOP2441395003 MIPR: F2DCDE4293G001 L/I 11 |
| 0001BK 15 EA | MAPAC: DPK002 Supplemental Address: DZ2CDP FMS Case: PK-D-CDP Priority: 05 SDDG EX # Pending, Contact ACO/DCMA | MAPAC: DPK200 FMS Case: PK-D-CDP Reqn #: DPK28440707612 MIPR: F2DCDE4293G001 L/I 12 |
| 0001BL 8 EA | MAPAC: DPLW00 Supplemental Address: DXXQAR FMS Case: PL-D-QAR Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | MAPAC: DPLW00 FMS Case: PL-D-QAR Reqn #: DPLW9540787618 MIPR: F2DCDE4293G001 L/I 13 |
| 0001BM 4 EA | MAPAC: DPTA00 Supplemental Address: DXXCAO FMS Case: PT-D-CAO | MAPAC: DPTA00 FMS Case: PT-D-CAO Reqn #: DPTA9440837626 MIPR: F2DCDE4293G001 L/I 14 |

**LINE / SUBLINE ITEM
AND QTY****SHIP TO:****MARK FOR:**

| LINE / SUBLINE ITEM AND QTY | SHIP TO: | MARK FOR: |
|--|---|--|
| | Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | |
| 0001BN 2 EA | MAPAC: DSNP00 Supplemental Address: DXXCAF FMS Case: SN-D-CAF Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | MAPAC: DSNP00 FMS Case: SN-D-CAF Reqn #: DSNP2441057619 MIPR: F2DCDE4293G001 L/I 15 |
| 0001BP 120 EA | MAPAC: DSR004 Supplemental Address: DZ4CCZ FMS Case: SR-D-CCZ Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | MAPAC: DSRJ00 FMS Case: SR-D-CCZ Reqn #: DSRJ8440787603 MIPR: F2DCDE4293G001 L/I 16 |
| 0001BQ 40 EA | MAPAC: DSR004 Supplemental Address: DZ4CCZ FMS Case: SR-D-CCZ Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | MAPAC: DSRJ00 FMS Case: SR-D-CCZ Reqn #: DSRJ8440787628 MIPR: F2DCDE4293G001 L/I 17 |
| 0001BR 1 EA | MAPAC: DTWV00 Supplemental Address: DXXCAF FMS Case: TW-D-CAF Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | MAPAC: DTWV00 FMS Case: TW-D-CAF Reqn #: DTWV2440797609 MIPR: F2DCDE4293G001 L/I 18 |
| 0001BS 52 EA | MAPAC: DTW004 Supplemental Address: DZ4CAF FMS Case: TW-D-CAF Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | MAPAC: DTW700 FMS Case: TW-D-CAF Reqn #: DTW78440807602 MIPR: F2DCDE4293G001 L/I 19 |
| 0001BT 3 EA | MAPAC: DTWU00 Supplemental Address: DXXCAF FMS Case: TW-D-CAF Priority: 06 SDDG EX # Pending, Contact ACO/DCMA | MAPAC: DTWU00 FMS Case: TW-D-CAF Reqn #: DTWU2440857616 MIPR: F2DCDE4293G001 L/I 20 |

NOTE 1: The above Mark For information is to be noted on the **WAWF-RR** for each applicable subline item.

NOTE 2: The Contractor shall provide an advanced Report of Shipment (REPSHIP) per clause 52.247-68 to the consignee no later than 24 hours prior to the shipment arrival, and for ammunition shipments no later than two hours after shipment departure. A (REPSHIP) shall include all the following data in accordance with the attached REPSHIP Instructions.

PAD ADDITIONAL NOTES:

- a. A WAWF-RR shall be furnished for each lot of test samples shipped.
- b. The following data shall be furnished on the WAWF-RR shipping document.
 1. Lot Number
 2. Lot Size Total (consists of net, test and investigative)
 3. Net quantity shipped to consignee
 - a. Item quantity shipped to consignee
 - b. Total item quantity shipped to consignee
 - c. Item quantity due consignee
 - d. GBL and method of shipment
 4. Test units - lot size represented by number of test units forwarded for test. (Total test units equals test samples plus investigative or retained samples.)
 5. The WAWF-RR shall be marked as applicable, i.e., "First Article Test Sample," "Lot Acceptance Test Sample," "Production M/F Stock and Issue" and/or other mark for (M/F) instructions contained in this section.
- c. **TEMPORARY STORAGE OF THE FMS END ITEMS:** When shipping instructions are unavailable at the time the units are accepted by the government, the contractor is authorized to ship in place, store in a bonded storage area, and upon submission of proper invoice/ WAWF-RR, receive final payment for items shipped. The requirement for "Evidence of Shipment" shall be postponed until receipt of shipping instructions.

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 IHEODTD FAX: 301-744-6699 **ATTN:** CODE: **E21DW**

COMMANDER OGDEN ALC FAX: 801-777-5545 **ATTN:** CODE: 84 MSUG / GBMUM

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|---|----------|
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.242-17 | Government Delay Of Work | APR 1984 |
| 52.247-29 | F.O.B. Origin | FEB 2006 |
| 52.247-30 | F.O.B. Origin, Contractor's Facility | FEB 2006 |
| 52.247-34 | F.O.B. Destination | NOV 1991 |
| 52.247-48 | F.O.B. Destination--Evidence Of Shipment | FEB 1999 |
| 52.247-52 | Clearance and Documentation Requirements-Shipments to DOD Air or Water Terminal Transshipment Points | FEB 2006 |
| 52.247-55 | F.O.B. Point For Delivery Of Government-Furnished Property | JUN 2003 |
| 252.247-7023 | Transportation of Supplies by Sea | APR 2014 |
| 252.247-7028 | Application for U.S. Government Shipping Documentation/Instructions | JUN 2012 |

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

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

REQUIRED DELIVERY SCHEDULE

DADC = DAYS AFTER DATE OF CONTRACT**DAFATA = DAYS AFTER FAT APPROVAL**

FAT REQUIRED

| Item | Quantity | Days |
|--|----------|------------|
| FAT | | |
| 0001AB (Blocks of Cured Propellant Catapult) | 3 EA | 210 DADC |
| 0001AC (Grains, Cartridge Propellant) | 2 EA | 210 DADC |
| 0001AD (Blocks Cured of Propellant Rocket Motor) | 3 EA | 210 DADC |
| 0001AE (Motor Tube and Grain Assemblies) | 2 EA | 210 DADC |
| 0001AF (Loaded CKU-5C Rocket Catapults) | 18 EA | 210 DADC |
| LOT 1 | | |
| 0001AG (LAT) | 22 EA | 365 DAFATA |
| 0001AH | 11 EA | 462 DAFATA |
| 0001AJ | 10 EA | 462 DAFATA |
| 0001AK | 28 EA | 462 DAFATA |
| 0001AL | 4 EA | 462 DAFATA |
| 0001AM | 16 EA | 462 DAFATA |
| 0001AN | 6 EA | 462 DAFATA |
| 0001AP | 142 EA | 462 DAFATA |
| 0001AQ | 24 EA | 462 DAFATA |
| 0001AR | 7 EA | 462 DAFATA |
| 0001AS | 12 EA | 462 DAFATA |
| 0001AT | 10 EA | 462 DAFATA |
| 0001AU | 10 EA | 462 DAFATA |
| 0001AV | 20 EA | 462 DAFATA |
| LOT 2 | | |
| 0001AG (LAT) | 22 EA | 395 DAFATA |
| 0001AV | 110 EA | 492 DAFATA |
| 0001AW | 36 EA | 492 DAFATA |
| 0001AX | 5 EA | 492 DAFATA |
| 0001AY | 1 EA | 492 DAFATA |
| 0001AZ | 41 EA | 492 DAFATA |
| 0001BA | 32 EA | 492 DAFATA |
| 0001BB | 20 EA | 492 DAFATA |
| 0001BC | 9 EA | 492 DAFATA |
| 0001BD | 1 EA | 492 DAFATA |
| 0001BE | 2 EA | 492 DAFATA |

| | | |
|--------------|--------|------------|
| 0001BF | 2 EA | 492 DAFATA |
| 0001BG | 41 EA | 492 DAFATA |
| LOT 3 | | |
| 0001AG (LAT) | 22 EA | 425 DAFATA |
| 0001BG | 44 EA | 522 DAFATA |
| 0001BH | 2 EA | 522 DAFATA |
| 0001BJ | 1 EA | 522 DAFATA |
| 0001BK | 15 EA | 522 DAFATA |
| 0001BL | 8 EA | 522 DAFATA |
| 0001BM | 4 EA | 522 DAFATA |
| 0001BN | 2 EA | 522 DAFATA |
| 0001BP | 120 EA | 522 DAFATA |
| 0001BQ | 40 EA | 522 DAFATA |
| 0001BR | 1 EA | 522 DAFATA |
| 0001BS | 52 EA | 522 DAFATA |
| 0001BT | 3 EA | 522 DAFATA |

FAT IS WAIVED

| Item | Quantity | Days |
|--|----------|----------|
| FAT | | |
| 0001AB (Blocks of Cured Propellant Catapult) | 3 EA | WAIVED |
| 0001AC (Grains, Cartridge Propellant) | 2 EA | WAIVED |
| 0001AD (Blocks Cured of Propellant Rocket Motor) | 3 EA | WAIVED |
| 00001AE (Motor Tube and Grain Assemblies) | 2 EA | WAIVED |
| 0001AF (Loaded CKU-5C Rocket Catapults) | 18 EA | WAIVED |
| LOT 1 | | |
| 0001AG (LAT) | 22 EA | 365 DADC |
| 0001AH | 11 EA | 462 DADC |
| 0001AJ | 10 EA | 462 DADC |
| 0001AK | 28 EA | 462 DADC |
| 0001AL | 4 EA | 462 DADC |
| 0001AM | 16 EA | 462 DADC |
| 0001AN | 6 EA | 462 DADC |
| 0001AP | 142 EA | 462 DADC |
| 0001AQ | 24 EA | 462 DADC |
| 0001AR | 7 EA | 462 DADC |
| 0001AS | 12 EA | 462 DADC |
| 0001AT | 10 EA | 462 DADC |
| 0001AU | 10 EA | 462 DADC |
| 0001AV | 20 EA | 462 DADC |
| LOT 2 | | |
| 0001AG (LAT) | 22 EA | 395 DADC |
| 0001AV | 110 EA | 492 DADC |
| 0001AW | 36 EA | 492 DADC |
| 0001AX | 5 EA | 492 DADC |
| 0001AY | 1 EA | 492 DADC |

| | | |
|--------------|--------|----------|
| 0001AZ | 41 EA | 492 DADC |
| 0001BA | 32 EA | 492 DADC |
| 0001BB | 20 EA | 492 DADC |
| 0001BC | 9 EA | 492 DADC |
| 0001BD | 1 EA | 492 DADC |
| 0001BE | 2 EA | 492 DADC |
| 0001BF | 2 EA | 492 DADC |
| 0001BG | 41 EA | 492 DADC |
| LOT 3 | | |
| 0001AG (LAT) | 22 EA | 425 DADC |
| 0001BG | 44 EA | 522 DADC |
| 0001BH | 2 EA | 522 DADC |
| 0001BJ | 1 EA | 522 DADC |
| 0001BK | 15 EA | 522 DADC |
| 0001BL | 8 EA | 522 DADC |
| 0001BM | 4 EA | 522 DADC |
| 0001BN | 2 EA | 522 DADC |
| 0001BP | 120 EA | 522 DADC |
| 0001BQ | 40 EA | 522 DADC |
| 0001BR | 1 EA | 522 DADC |
| 0001BS | 52 EA | 522 DADC |
| 0001BT | 3 EA | 522 DADC |

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 nonresponsive 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.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

DADC = DAYS AFTER DATE OF CONTRACT

DAFATA = DAYS AFTER FAT APPROVAL

FAT REQUIRED

| Item | Quantity | Days |
|--|----------|------|
| FAT | | |
| 0001AB (Blocks of Cured Propellant Catapult) | 3 EA | |
| 0001AC (Grains, Cartridge Propellant) | 2 EA | |
| 0001AD (Blocks Cured of Propellant Rocket Motor) | 3 EA | |
| 00001AE (Motor Tube and Grain Assemblies) | 2 EA | |
| 0001AF (Loaded CKU-5C Rocket Catapults) | 18 EA | |
| LOT 1 | | |
| 0001AG (LAT) | 22 EA | |
| 0001AH | 11 EA | |
| 0001AJ | 10 EA | |
| 0001AK | 28 EA | |

| | | |
|--------------|--------|--|
| 0001AL | 4 EA | |
| 0001AM | 16 EA | |
| 0001AN | 6 EA | |
| 0001AP | 142 EA | |
| 0001AQ | 24 EA | |
| 0001AR | 7 EA | |
| 0001AS | 12 EA | |
| 0001AT | 10 EA | |
| 0001AU | 10 EA | |
| 0001AV | 20 EA | |
| LOT 2 | | |
| 0001AG (LAT) | 22 EA | |
| 0001AV | 110 EA | |
| 0001AW | 36 EA | |
| 0001AX | 5 EA | |
| 0001AY | 1 EA | |
| 0001AZ | 41 EA | |
| 0001BA | 32 EA | |
| 0001BB | 20 EA | |
| 0001BC | 9 EA | |
| 0001BD | 1 EA | |
| 0001BE | 2 EA | |
| 0001BF | 2 EA | |
| 0001BG | 41 EA | |
| LOT 3 | | |
| 0001AG (LAT) | 22 EA | |
| 0001BG | 44 EA | |
| 0001BH | 2 EA | |
| 0001BJ | 1 EA | |
| 0001BK | 15 EA | |
| 0001BL | 8 EA | |
| 0001BM | 4 EA | |
| 0001BN | 2 EA | |
| 0001BP | 120 EA | |
| 0001BQ | 40 EA | |
| 0001BR | 1 EA | |
| 0001BS | 52 EA | |
| 0001BT | 3 EA | |

FAT IS WAIVED

| Item | Quantity | Days |
|--|----------|--------|
| FAT | | |
| 0001AB (Blocks of Cured Propellant Catapult) | 3 EA | WAIVED |
| 0001AC (Grains, Cartridge Propellant) | 2 EA | WAIVED |
| 0001AD (Blocks Cured of Propellant Rocket Motor) | 3 EA | WAIVED |
| 0001AE (Motor Tube and Grain Assemblies) | 2 EA | WAIVED |

| | | |
|---|--------|--------|
| 0001AF (Loaded CKU-5C Rocket Catapults) | 18 EA | WAIVED |
| LOT 1 | | |
| 0001AG (LAT) | 22 EA | |
| 0001AH | 11 EA | |
| 0001AJ | 10 EA | |
| 0001AK | 28 EA | |
| 0001AL | 4 EA | |
| 0001AM | 16 EA | |
| 0001AN | 6 EA | |
| 0001AP | 142 EA | |
| 0001AQ | 24 EA | |
| 0001AR | 7 EA | |
| 0001AS | 12 EA | |
| 0001AT | 10 EA | |
| 0001AU | 10 EA | |
| 0001AV | 20 EA | |
| LOT 2 | | |
| 0001AG (LAT) | 22 EA | |
| 0001AV | 110 EA | |
| 0001AW | 36 EA | |
| 0001AX | 5 EA | |
| 0001AY | 1 EA | |
| 0001AZ | 41 EA | |
| 0001BA | 32 EA | |
| 0001BB | 20 EA | |
| 0001BC | 9 EA | |
| 0001BD | 1 EA | |
| 0001BE | 2 EA | |
| 0001BF | 2 EA | |
| 0001BG | 41 EA | |
| LOT 3 | | |
| 0001AG (LAT) | 22 EA | |
| 0001BG | 44 EA | |
| 0001BH | 2 EA | |
| 0001BJ | 1 EA | |
| 0001BK | 15 EA | |
| 0001BL | 8 EA | |
| 0001BM | 4 EA | |
| 0001BN | 2 EA | |
| 0001BP | 120 EA | |
| 0001BQ | 40 EA | |
| 0001BR | 1 EA | |
| 0001BS | 52 EA | |
| 0001BT | 3 EA | |

(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 nonresponsive and rejected.

(End of clause)

Section G - Contract Administration Data

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 | CONSIGNEE |
| 1* | 1 | S | 0001 | CONTRACT ADMINISTRATION OFFICE (DCMA) |
| 1* | 1 | S | 0001 | GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE |
| 1* | 1 | S | 0001 | TRANSPORTATION OFFICE ISSUING GBL (<i>ATTACH TO GBL MEMORANDUM COPY</i>) |
| 1* | 1 | S | 0001 | NSWC IHEODTD CAD/PAD DEPARTMENT BLDG 1557 4393 BENSON ROAD INDIAN HEAD MD 20640-5092 Code: E21DW Donna.wood@navy.mil |
| 1* | | | 0001 | Code: E26 nswc_iheodtd_dmo@navy.mil |
| | 1 | | 0001 | COMMANDER NAVSUP WEAPON SYSTEMS SUPPORT 5450 CARLISLE PIKE PO BOX 2020 BLDG 410 MECHANICSBURG PA 17055-0788 Attn: Code N742.09 Ashley.leonard@navy.mil |
| 1* | 1 | | 0001 0001 | COMMANDER US ARMY MUNITIONS & ARMAMENTS COMMAND ROCK ISLAND IL 61299-6000 Attn: AMSOS-PBQ annemarie.gephart@us.army.mil |
| | 1 | | 0001AX | COMMANDER NAVSUP LOGISTICS OPERATIONS CENTER 5450 CARLISLE PIKE, PO BOX 2011 MECHANICSBURG, PA 17055-7035 Attn: Code N413.12C Lewis.ledford@navy.mil |

SECTION H – PAD MAINTENANCE OF DATA (JUL 2005)

The Contractor SHALL maintain all Lot related Data, for a period of twenty (20) years, unless disposal is approved in writing by NSWC IHEODTD Code E21.

SECTION H – PAD PROGRAM PLAN

1. The program plan provides technical and schedule data / information which is used to describe the approach, resources and needs of the contractor to perform the effort. The program plan **format** shall be contractor selected. The submission shall either be digital (pdf format) or securely bound 8 ½ x 11 inch white paper. One way foldouts maybe used for graphic material. The plan shall be unclassified. The program plan shall be an integrated document showing technical and schedule data to a common base, the contract work breakdown structure (CWBS) or its planning equivalent, reference MIL-HDBK-881. The plan shall specifically contain the following:

- a. Introduction to the plan.
- b. MILESTONE CHART. A detailed program milestone chart covering the major activities of the program [product and data (CDRLs) delivers, tests, etc].
- c. PURCHASE CHART. A chart depicting major subcontracts and equipment or material purchases, the date and approximate amount of each.

2. The plan submittal and revisions will be used in lieu of production progress reports. Revisions will be at no additional cost to the Government. The program plan shall be submitted IAW CDRL Item **A018** (within 30 days after contract award) and distributed as follows:

ADMINISTRATIVE CONTRACTING OFFICER / cognizant DCMC indicated in Block 6 of SF26.

COMMANDER
NAVSUP WEAPON SYSTEMS SUPPORT
5450 CARLISLE PIKE
CODE N742 BLDG 410 PO BOX 2020
MECHANICSBURG PA 17055-0788

NSWC IHEODTD
CAD/PAD DEPARTMENT BLDG 1557
ATTN: CODE E21DW donna.wood@navy.mil
4393 BENSON ROAD
INDIAN HEAD MD 20640-5092

Program plan revisions shall additionally include discussion of:

- a. The causes of the schedule change,
- b. Items and quantities affected,
- c. If and when a delinquency started or is anticipated to start,
- d. Recovery actions to overcome the delinquency.
- e. Proposed schedule revision

Section I - Contract Clauses

SECTION I

SECTION I – GOVERNMENT FURNISHED PROPERTY (MAY 2007)

1. The Government will furnish the following property to the Contractor for use in performance of this contract:
2. The remaining sections of Attachment I - Requisitioned Government Furnished Property and Attachment II- Scheduled Government Furnished Property shall be completed by the contractor. The completed RGFP form shall be returned prior to contract award. The completed SGFP shall be returned after delivery of the GFP. The Contracting Officer shall upload these forms to Electronic Document Access (EDA) as attachments. Directions for completing the form can be found by holding the mouse cursor over each block on the attachments. Additional information can be found at DFARS PGI (245.201-71).

| <u>PROPERTY</u> | <u>QUANTITY</u> | <u>EXPLOSIVE CLASS</u> | <u>SHIPPING WEIGHT (FOR EVALUATION PURPOSES)</u> |
|---|-----------------|------------------------|--|
| 72M-5061 Primer NSN 1390-01-122-7641 Manufacturer: ATK Lake City Army Ammunition Plant | 2200 EA | 1.4 | 12 lbs. |

Delivery of such property will be made by NSWC IHEODTD, INDIAN HEAD.

3. The property will be delivered, at the Government's expense, at or near:
(The Contractor is to insert the address, city, and state to which the GFM is to be delivered in the space above.)
4. The Contractor shall notify the Contracting Officer, in writing, with a concurrent copy to the cognizant DCMA office and NSWC IHEODTD, CAD/PAD Department Bldg 1557, ATTN: Code **E21DW**, 4393 Benson Road - Suite 120, Indian Head, MD 20640-5092, at least ninety (90) days prior to the need for the Government Furnished Material (GFM).
The GFM request shall clearly indicate the following information:
 - a. Contract Number
 - b. End Item Nomenclature and DODIC
 - c. Quantity of GFM required
 - d. Complete address to which GFM is to be delivered
 - e. Date GFM is required
5. Only the property listed above, in the quantity shown, will be furnished by the Government. The total quantity of GFM provided will include First Article/Preproduction Testing, if required, lot acceptance, and normal attrition.
6. The Government reserves the right to initially forward only the appropriate amount of GFM applicable to the First Article quantity (as described in Section B Supplies/Services) within 90 days of the Contractor's request. The GFM applicable to the Production units and the Lot Acceptance Test Samples (as described in Section B Supplies/Services) will be forwarded within 60 days after the approval of the First Article Test requirement and subsequent release to production by the Contracting Officer, per program plan of section H of this contract.
7. The contractor shall notify the Contracting Officer, in writing, within thirty (30) days after GFM is determined to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract.
8. If the Contractor determines that additional GFM is needed during contract performance, the Contractor shall submit a written request to the addresses cited in paragraph 4 above. In order for the request to be considered, the Contractor must provide justification for the need for additional GFM. If additional GFM is requested by the Contractor and issued by NSWC IHEODTD during contract performance, the contract price will be reduced to compensate for the additional GFM.
9. All other property required for performance of this contract shall be furnished by the Contractor.
10. PERCUSSION PRIMERS/IGNITION DEVICES - The above cited percussion primers/ignition devices provided as GFM are from lot(s) found to be acceptable for intended application. It is the Contractor's responsibility to perform any processing, screening and/or testing (i.e., drying prior to use, radiographic screening for random

defect, etc.) cited or referenced in the applicable drawings/specifications to assure product conformance. The percussion primers/ignition devices shall not be used after the date specified on Condition Code Tag and shipping document 1348-1 (Block FF) without prior authorization from the Contracting Officer. Failure to comply with these conditions could cause rejection of the end-item.

11. **DISPOSITIONING** - The Contractor shall request disposition instructions from the Contracting Officer for any residual GFM. Any residual GFM must be in a container clearly marked with the NSN and lot number. It must also be free from any hazardous waste. Contents and marking shall be verified by the Government QAR.

Residual GFM **shall** be dispositioned within thirty (30) days after acceptance of the final production lot. Additionally, the Contractor shall notify the receiving activity, in writing, at least thirty (30) days prior to shipment. A detailed list of material being returned shall be provided. Failure to comply may result in rejection of the material at the destination. Any costs associated with return of unauthorized shipments shall be borne by the Contractor.

If the Contractor has the capability to dispose of the residual GFM at their facility, and has received permission to do so through approved disposition instructions, the Contractor shall provide a written notice to the issuing activity within thirty (30) days after the disposal. This notice shall identify the material which was disposed of by the contract number, NSN, lot number, quantity, and the date the material was disposed. Verification by the Government QAR is required and shall be cited on this notification.

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|--|----------|
| 52.202-1 | Definitions | NOV 2013 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | MAY 2014 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | SEP 2006 |
| 52.203-7 | Anti-Kickback Procedures | MAY 2014 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | MAY 2014 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | MAY 2014 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | OCT 2010 |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights | APR 2014 |
| 52.204-2 | Security Requirements | AUG 1996 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | JUL 2013 |
| 52.204-13 | System for Award Management Maintenance | JUL 2013 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | AUG 2013 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | JUL 2013 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations | DEC 2014 |
| 52.211-5 | Material Requirements | AUG 2000 |
| 52.211-15 | Defense Priority And Allocation Requirements | APR 2008 |
| 52.215-2 | Audit and Records--Negotiation | OCT 2010 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.215-14 | Integrity of Unit Prices | OCT 2010 |

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|-----------------------|---|----------|
| 52.219-4 | Notice of Price Evaluation Preference for HUBZone Small Business Concerns | OCT 2014 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2014 |
| 52.219-9 (Dev) | Small Business Subcontracting Plan (Deviation 2013-O0014) | OCT 2014 |
| 52.219-9 ALT II (Dev) | Small Business Subcontracting Plan (Deviation 2013-O0014) - Alternate II | OCT 2014 |
| 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 | MAY 2014 |
| 52.222-19 | Child Labor -- Cooperation with Authorities and Remedies | JAN 2014 |
| 52.222-20 | Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 | MAY 2014 |
| 52.222-21 | Prohibition Of Segregated Facilities | APR 2015 |
| 52.222-26 | Equal Opportunity | APR 2015 |
| 52.222-29 | Notification Of Visa Denial | APR 2015 |
| 52.222-35 | Equal Opportunity for Veterans | JUL 2014 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | JUL 2014 |
| 52.222-37 | Employment Reports on Veterans | JUL 2014 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 2010 |
| 52.222-50 | Combating Trafficking in Persons | MAR 2015 |
| 52.222-54 | Employment Eligibility Verification | AUG 2013 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | AUG 2011 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.227-1 | Authorization and Consent | DEC 2007 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | DEC 2007 |
| 52.227-9 | Refund Of Royalties | APR 1984 |
| 52.229-3 | Federal, State And Local Taxes | FEB 2013 |
| 52.229-6 | Taxes--Foreign Fixed-Price Contracts | FEB 2013 |
| 52.230-2 | Cost Accounting Standards | MAY 2014 |
| 52.230-3 | Disclosure And Consistency Of Cost Accounting Practices | MAY 2014 |
| 52.230-6 | Administration of Cost Accounting Standards | JUN 2010 |
| 52.232-8 | Discounts For Prompt Payment | FEB 2002 |
| 52.232-11 | Extras | APR 1984 |
| 52.232-16 | Progress Payments | APR 2012 |
| 52.232-16 Alt I | Progress Payments (Apr 2012) - Alternate I | MAR 2000 |
| 52.232-17 | Interest | MAY 2014 |
| 52.232-18 | Availability Of Funds | APR 1984 |
| 52.232-23 | Assignment Of Claims | MAY 2014 |
| 52.232-25 | Prompt Payment | JUL 2013 |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management | JUL 2013 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | DEC 2013 |
| 52.233-1 | Disputes | MAY 2014 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |

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|----------------|--|----------|
| 52.242-4 | Certification of Final Indirect Costs | JAN 1997 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-1 | Changes--Fixed Price | AUG 1987 |
| 52.244-6 | Subcontracts for Commercial Items | MAR 2015 |
| 52.245-1 | Government Property | APR 2012 |
| 52.245-1 Alt I | Government Property (Apr 2012) Alternate I | APR 2012 |
| 52.245-9 | Use And Charges | APR 2012 |
| 52.246-23 | Limitation Of Liability | FEB 1997 |
| 52.247-1 | Commercial Bill Of Lading Notations | FEB 2006 |
| 52.247-68 | Report of Shipment (REPSHIP) | 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 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies | DEC 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.204-7000 | Disclosure Of Information | AUG 2013 |
| 252.204-7002 | Payment For Subline Items Not Separately Priced | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7005 | Oral Attestation of Security Responsibilities | NOV 2001 |
| 252.204-7012 | Safeguarding of Unclassified Controlled Technical Information | NOV 2013 |
| 252.204-7015 | Disclosure of Information to Litigation Support Contractors | FEB 2014 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | DEC 2014 |
| 252.219-7003 | Small Business Subcontracting Plan (DOD Contracts) | OCT 2014 |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements | DEC 2010 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.225-7001 | Buy American And Balance Of Payments Program-- Basic (Nov 2014) | NOV 2014 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | DEC 2012 |
| 252.225-7005 | Identification Of Expenditures In The United States | JUN 2005 |
| 252.225-7007 | Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies | SEP 2006 |
| 252.225-7009 | Restriction on Acquisition of Certain Articles Containing Specialty Metals | OCT 2014 |
| 252.225-7012 | Preference For Certain Domestic Commodities | FEB 2013 |
| 252.225-7021 | Trade Agreements--Basic (Nov 2014) | NOV 2014 |
| 252.225-7028 | Exclusionary Policies And Practices Of Foreign Government | APR 2003 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 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 2014 |
| 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government | JUN 1995 |
| 252.227-7030 | Technical Data--Withholding Of Payment | MAR 2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | JUN 2013 |

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| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.232-7002 | Progress Payments For Foreign Military Sales Acquisitions | DEC 1991 |
| 252.232-7004 | DOD Progress Payment Rates | OCT 2014 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.242-7004 | Material Management And Accounting System | MAY 2011 |
| 252.242-7006 | Accounting System Administration | FEB 2012 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |
| 252.244-7000 | Subcontracts for Commercial Items | JUN 2013 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property | APR 2012 |
| 252.245-7002 | Reporting Loss of Government Property | APR 2012 |
| 252.245-7003 | Contractor Property Management System Administration | APR 2012 |
| 252.245-7004 | Reporting, Reutilization, and Disposal | MAR 2015 |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2008 |
| 252.246-7001 | Warranty Of Data | MAR 2014 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(Contracting Officer shall insert details)

(a) The Contractor shall deliver [See section B items 0001AB-0001AF] unit(s) of Lot/Item 0001AB-0001AF within 120 calendar days from the date of this contract to the Government at NSWC IHEODTD INDIAN HEAD MD [SEE SECTION F] for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 120 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

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

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

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

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

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a

cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code - assigned to contract number .

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-O0010) (FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) (1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)

(a) Definitions.

Aviation critical safety item means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause--

- (i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;
- (ii) An unacceptable risk of personal injury or loss of life; or
- (iii) An uncommanded engine shutdown that jeopardizes safety.

Design control activity. (i) With respect to an aviation critical safety item, means the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and

(ii) With respect to a ship critical safety item, means the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be used.

Ship critical safety item means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause--

- (i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or
- (ii) An unacceptable risk of personal injury or loss of life.

(b) Identification of critical safety items. One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

(Insert additional lines as necessary)

(c) Heightened quality assurance surveillance. Items designated in paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative.

(End of clause)

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

(a) Definitions. As used in this clause'

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

Concatenated unique item identifier means--

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

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

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

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

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

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

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

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

Government's unit acquisition cost means--

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

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

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

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and

Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

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

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

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

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

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

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

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

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

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

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

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

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers

and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

** Once per item.

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

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

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

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

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

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

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

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

(End of clause)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

(a) Definitions. As used in this clause—

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

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

(ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an “NCAGE code.”

“Contractor-acquired property” has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.

“Government-furnished property” has the meaning given in FAR clause 52.245-1.

“Item unique identification (IUID)” means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

“IUID Registry” means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property. The IUID Registry is—

(i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS 252.211-7003) that were acquired after January 1, 2004;

- (ii) The master data source for Government-furnished property; and
- (iii) An authoritative source for establishing the acquisition cost of end-item equipment.

``National stock number (NSN)" means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.

``Nomenclature" means—

- (i) The combination of a Government-assigned type designation and an approved item name;
- (ii) Names assigned to kinds and groups of products; or
- (iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).

``Part or identifying number (PIN)" means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.

``Reparable" means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

``Serially managed item" means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

``Supply condition code" means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel (see <http://www2.dla.mil/j-6/dlmso/elibrary/manuals/dlm/dlm--pubs.asp>).

``Unique item identifier (UII)" means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

``Unit acquisition cost" has the meaning given in FAR clause 52.245-1.

(b) Reporting Government-furnished property to the IUID Registry. Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:--

(1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit-acquisition cost of \$5,000 or greater.

(2) Beginning January 1, 2014, report—

- (i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and
- (ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer's package, box, or container, as it was received.

(c) Exceptions. Paragraph (b) of this clause does not apply to—

- (1) Contractor-acquired property;
- (2) Property under any statutory leasing authority;
- (3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;
- (4) Intellectual property or software;
- (5) Real property; or
- (6) Property released for work in process.

(d) Data for reporting to the IUID Registry. To permit reporting of Government-furnished property to the IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii)(A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):

- (1) Received/Sent (shipped) date.
- (2) Status code.
- (3) Accountable Government contract number.
- (4) Commercial and Government Entity (CAGE) code on the accountable Government contract.
- (5) Mark record.
 - (i) Bagged or tagged code (for items too small to individually tag or mark).
 - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
 - (iii) Effective date (date the mark is applied).
 - (iv) Added or removed code/flag.
 - (v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).
 - (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
 - (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
 - (viii) Value, e.g., actual text or data string that is recorded in its human-readable form.
 - (ix) Set (used to group marks when multiple sets exist).
- (6) Appropriate supply condition code, required only for reporting of reparables, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (<http://www2.dla.mil/j-6/dlmsso/elibrary/manuals/dlm/dlm--pubs.asp>).
- (e) When Government-furnished property is in the possession of

subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.

(f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/iuid/data_submission_information.html.

(g) Procedures for updating the IUID Registry.

(1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://iuid.logisticsinformationservice.dla.mil/> for changes in status, mark, custody, condition code (for reparable only), or disposition of items that are—

(i) Received by the Contractor;

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

(iii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(iv) Disposed of; or

(v) Transferred to a follow-on or other contract.

(2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA etools:

(i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or

(ii) Lost, Theft, Damaged or Destroyed (LTDD) system.

(3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

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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 B) 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> |
|---|------------------------------|-----------------------------|
| DODIC: JM60 Item CKU-5C/A Catapult, Aircraft Ejection Seat | 1377-01-520-9738 | U |
| 72M-5061 Primer Manufacturer: ATK Lake City Army Ammunition Plant | 1390-01-122-7641 | 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.

(End of clause)

252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of _____, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Routing Data Table*

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

| | |
|---------------------|----------------------------|
| LPO DoDAAC | Data to be entered in WAWF |
| DCAA Auditor DoDAAC | See block 12 of award |
| Other DoDAAC(s) | See block 5 of award |

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

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

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

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

(g) WAWF point of contact.

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

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

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

(End of clause)

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

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

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

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

NAME: First Last
EMAIL ADDRESS: X.X@navy.mil
TELEPHONE: 717-605-XXXX

(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)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J - LIST OF ATTACHMENTS

The documents listed below marked with an "X" are physically included in and made part of this solicitation/contract.

Exhibits:

(X) Exhibit A - Control Data Requirements Lists (CDRLs) DD Form 1423

Attachments:

(X) Special Packaging Instructions

(X) Technical Data Package

(X) GFP Schedule

(X) Deviation FY15-D033

Section K - Representations, Certifications and Other Statements of Offerors

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| | | |
|--------------|---|----------|
| 52.203-11 | Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions | SEP 2007 |
| 52.209-2 | Prohibition on Contracting with Inverted Domestic Corporations--Representation | DEC 2014 |
| 52.222-38 | Compliance With Veterans' Employment Reporting Requirements | SEP 2010 |
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials | NOV 2011 |
| 252.225-7010 | Commercial Derivative Military Article--Specialty Metals Compliance Certificate | JUL 2009 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

(2) The small business size standard is [insert size standard].

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
 - (2) The following certifications are applicable as indicated by the Contracting Officer:
 - [Contracting Officer check as appropriate.]
 - (i) 52.204-17, Ownership or Control of Offeror.
 - (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
 - (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
 - (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

| FAR Clause | Title | Date | Change |
|------------|-------|-------|--------|
| ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- |

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

(End of provision)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)

(a) Definition. As used in this provision--

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter ``CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via--

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Contractor and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at http://www.dlis.dla.mil/cage_welcome.asp.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at http://www.dlis.dla.mil/Forms/Form_AC135.asp.

(d) Additional guidance for establishing and maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

52.204-17 OWNERSHIP OF CONTROL OF OFFEROR (NOV 2014)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?:

[] Yes or [] No.

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name: _____

(Do not use a "doing business as" name)

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is ____ --[insert NAICS code].

(2) The small business size standard is ____ --[insert size standard].

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

(c) Representations. (1) The offeror represents as part of its offer that it [____] is, [____] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

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

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

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

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ___ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It (___) is, (___) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or

concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: ____ .) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of provision)

52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check ``yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

() Yes () No

If the offeror checked ``Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

52.247-53 FREIGHT CLASSIFICATION DESCRIPTION (APR 1984)

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

FOR FREIGHT CLASSIFICATION PURPOSES, OFFEROR DESCRIBES THIS COMMODITY AS

_____.

(End of provision)

252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-00010) (FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) (1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

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

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

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

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

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

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

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

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

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

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

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

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

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

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

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

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

| FAR/DFARS Clause # | Title | Date | Change |
|--------------------|-------|------|--------|
| | | | |

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

(End of provision)

252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015 APPROPRIATIONS (DEVIATION 2015-OO0005) (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other 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; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

- (1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
- (2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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

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

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

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

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

(End of provision)

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 pre-award 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)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------------|---|----------|
| 52.204-7 | System for Award Management | JUL 2013 |
| 52.214-34 | Submission Of Offers In The English Language | APR 1991 |
| 52.214-35 | Submission Of Offers In U.S. Currency | APR 1991 |
| 52.215-1 | Instructions to Offerors--Competitive Acquisition | JAN 2004 |
| 52.232-13 | Notice Of Progress Payments | APR 1984 |
| 252.204-7004 Alt A | System for Award Management Alternate A | FEB 2014 |
| 252.246-7003 | Notification of Potential Safety Issues | JUN 2013 |

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

(End of provision)

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.233-2 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: Counsel for the [Naval Supply Weapon Systems Support - Mechanicsburg](#), Code N0GC, 5450 Carlisle Pike, P O Box 2020, Mechanicsburg, PA 17055-0788; **or** BID ROOM [Naval Supply Weapon Systems Support - Philadelphia](#), Building 1, 700 Robbins Avenue, Philadelphia, PA 19111-0598.

(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)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(c) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.215-7008 ONLY ONE OFFER (OCT 2013)

(a) After initial submission of offers, the Offeror agrees to submit any subsequently requested additional cost or pricing data if the Contracting Officer notifies the Offeror that--

(1) Only one offer was received; and

(2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).

(b) Requirement for submission of additional cost or pricing data. Except as provided in paragraph (c) of this provision, the Offeror shall submit additional cost or pricing data as follows:

(1) If the Contracting Officer notifies the Offeror that additional cost or pricing data are required in accordance with paragraph (a) of this clause, the data shall be certified unless an exception applies (FAR 15.403-1(b)).

(2) Exceptions from certified cost or pricing data. In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or/similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market; or

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(3) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(4) Requirements for certified cost or pricing data. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(i) The Offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used, unless the Contracting Officer and the Offeror agree to a different format.

(ii) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(d) If negotiations are conducted, the negotiated price should not exceed the offered price.

(End of provision)

252.215-7009 PROPOSAL ADEQUACY CHECKLIST (JAN 2014)

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror's checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

| | <u>REFERENCES</u> | <u>SUBMISSION ITEM</u> | <u>PROPOSAL PAGE No.</u> | <u>If not provided EXPLAIN (may use continuation pages)</u> |
|-----------------------------|-----------------------------------|--|------------------------------|---|
| <u>GENERAL INSTRUCTIONS</u> | | | | |
| 1. | FAR 15.408, Table 15-2, Section I | Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A | | |

| | <u>REFERENCES</u> | <u>SUBMISSION ITEM</u> | <u>PROPOSAL PAGE No.</u> | <u>If not provided EXPLAIN (may use continuation pages)</u> |
|----|--|---|------------------------------|---|
| | Paragraph A | or as specified in the solicitation? | | |
| 2. | FAR 15.408, Table 15-2, Section I Paragraph A(7) | Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known. | | |
| 3. | FAR 15.408, Table 15-2, Section I Paragraph A(8) | Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures? | | |
| 4. | FAR 15.408, Table 15-2, Section I, Paragraph C(1) FAR 2.101, "Cost or pricing data" | Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as— (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs. | | |
| 5. | FAR 15.408, Table 15-2, Section I Paragraph B | Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced? | | |
| 6. | FAR 15.403-1(b) | Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.) | | |

| | <u>REFERENCES</u> | <u>SUBMISSION ITEM</u> | <u>PROPOSAL PAGE No.</u> | <u>If not provided EXPLAIN (may use continuation pages)</u> |
|-------------------------------|--|---|------------------------------|---|
| 7. | FAR 15.408, Table 15-2, Section I Paragraph C(2)(i) | Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data? | | |
| 8. | FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii) | Does the proposal disclose the nature and amount of any contingencies included in the proposed price? | | |
| 9. | FAR 15.408 Table 15-2, Section II, Paragraph A or B | Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis? | | |
| 10. | FAR 15.408, Table 15-2, Section I Paragraphs D and E | Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.) | | |
| 11. | FAR 15.408, Table 15-2, Section I Paragraphs D and E | If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data? | | |
| 12. | FAR 15.408, Table 15-2, Section I Paragraph F | Does the proposal identify any incurred costs for work performed before the submission of the proposal? | | |
| 13. | FAR 15.408, Table 15-2, Section I Paragraph G | Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors? | | |
| <u>COST ELEMENTS</u> | | | | |
| <u>MATERIALS AND SERVICES</u> | | | | |
| 14. | FAR 15.408, Table 15-2, Section II Paragraph A | Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary | | |

| | <u>REFERENCES</u> | <u>SUBMISSION ITEM</u> | <u>PROPOSAL PAGE No.</u> | <u>If not provided EXPLAIN (may use continuation pages)</u> |
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| | | shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price. | | |
| <u>SUBCONTRACTS (Purchased materials or services)</u> | | | | |
| 15. | DFARS 215.404-3 | Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis? | | |
| 16. | FAR 15.404-3(c) FAR 52.244-2 | Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor’s certified cost or pricing data? | | |
| 17. | FAR 15.408, Table 15-2, Note 1; Section II Paragraph A | Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offeror’s price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis? | | |
| <u>EXCEPTIONS TO CERTIFIED COST OR PRICING DATA</u> | | | | |
| 18. | FAR 52.215-20 FAR 2.101, “commercial item” | Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20? a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition? b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either— i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or | | |

| | <u>REFERENCES</u> | <u>SUBMISSION ITEM</u> | <u>PROPOSAL PAGE No.</u> | <u>If not provided EXPLAIN (may use continuation pages)</u> |
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| | | ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)? c. For proposed commercial items “of a type”, or “evolved” or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)? | | |
| 19. | | [Reserved] | | |
| 20. | FAR 15.408, Table 15-2, Section II Paragraph A(1) | Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data? | | |
| INTERORGANIZATIONAL TRANSFERS | | | | |
| 21. | FAR 15.408, Table 15-2, Section II Paragraph A.(2) | For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2? | | |
| 22. | FAR 15.408, Table 15-2, Section II Paragraph A(1) | For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1? | | |
| DIRECT LABOR | | | | |
| 23. | FAR 15.408, Table 15-2, Section II Paragraph B | Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied. | | |
| 24. | FAR 15.408, Table 15-2, Section II Paragraph B | For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions; (e.g.; Statement | | |

| | <u>REFERENCES</u> | <u>SUBMISSION ITEM</u> | <u>PROPOSAL PAGE No.</u> | <u>If not provided EXPLAIN (may use continuation pages)</u> |
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| | | of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)? | | |
| 25. | FAR subpart 22.10 | If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute? | | |
| <u>INDIRECT COSTS</u> | | | | |
| 26. | FAR 15.408, Table 15-2, Section II Paragraph C | Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.) | | |
| <u>OTHER COSTS</u> | | | | |
| 27. | FAR 15.408, Table 15-2, Section II Paragraph D | Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)? | | |
| 28. | FAR 15.408, Table 15-2, Section II Paragraph E | If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2? | | |
| 29. | FAR 15.408, Table 15-2, Section II Paragraph F | When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount? | | |
| <u>FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES</u> | | | | |
| 30. | FAR 15.408, Table 15-2, Section III | Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal) | | |
| 31. | FAR 15.408, Table 15-2, Section III Paragraph B | If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B? | | |
| 32. | FAR 15.408, Table | For price revisions/redeterminations, does | | |

| | <u>REFERENCES</u> | <u>SUBMISSION ITEM</u> | <u>PROPOSAL PAGE No.</u> | <u>If not provided EXPLAIN (may use continuation pages)</u> |
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| | 15-2, Section III Paragraph C | the proposal follow the format in FAR 15.408, Table 15-2.III.C? | | |
| <u>OTHER</u> | | | | |
| 33. | FAR 16.4 | If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price? | | |
| 34. | FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D | If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment? | | |
| 35. | FAR 52.232-28 | If the offeror is proposing Performance- Based Payments-did the offeror comply with FAR 52.232-28? | | |
| 36. | FAR 15.408(n) FAR 52.215-22 FAR 52.215-23 | Excessive Pass-through Charges– Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror’s indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)? | | |

(End of provision)

REVIEW OF AGENCY PROTEST

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

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

Independent Protest Review Official
NAVSUP Weapon Systems Support –M Code 02

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

(End of clause)

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 RFP 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

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

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

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

- (c) The Government is responsible for first article testing under this contract. The cost to the Government of this testing will be a factor in the evaluation of offers, as it will be added to the offers requiring first article testing. The estimated cost of this testing is \$100,000.
- (d) The approved first article 0001AB-0001AH serves as a manufacturing standard.
- (e) Earlier delivery, if required in case of waiver of first article, shall not be a factor in the evaluation for award.
- (f) The prices for first articles and first article tests in relation to production quantities shall not be materially unbalanced, if first article test items or tests are to be separately priced.
- (g) Unit price offered if First Article is waived: \$ _____

(End of Provision)

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)

