

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A6	PAGE OF PAGES 1 91			
2. CONTRACT NO.		3. SOLICITATION NO. N00104-15-R-K029		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 18 Dec 2014		6. REQUISITION/PURCHASE NO. FD20201465038		
7. ISSUED BY NAVSUP WEAPON SYSTEMS SUPPORT ROYCE HOFFMAN, CODE N742.07 5450 CARLSLE PIKE MECANICSBURG PA 17050 CODE N00104 TEL: 7176054048 FAX: 7176052807				8. ADDRESS OFFER TO (If other than Item 7) See Item 7					CODE	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>1</u> 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 <u>Building 410</u> until <u>02:30 PM</u> local time <u>19 Jan 2015</u> (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 ROYCE A. HOFFMAN		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 7176054048			C. E-MAIL ADDRESS royce.hoffman@navy.mil			
11. TABLE OF CONTENTS										
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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 CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE		

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	JN18 FFP UWARS Battery Kit CARLETON P/N 1914-031-02 FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	JN18 TECHNICAL DATA FFP – See DD Form 1423, Exhibit A FOB: Destination NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	JN18 PRODUCTION LOT TEST SAMPLES FFP IN ACCORDANCE WITH LATEST GOVERNMENT APPROVED ATP FOB: Destination NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038		Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AA ACRN: DAEB4430787641 Ownership Code: 8 FMS CASE: AE-D-CAA FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	1	Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AA ACRN: DAEB8431495000 Ownership Code: 8 FMS CASE: AE-D-CAA FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	108	Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AB ACRN: DEG29N30885072 Ownership Code: 8 FMS CASE: EG-D-CAA FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	400	Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AC ACRN: DGRQ4Z30727631 Ownership Code: 8 FMS CASE: GR-D-QBS FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	175	Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AD ACRN: DISA4N31215002 Ownership Code: 8 FMS CASE: IS-D-CAE FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	790	Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AE ACRN: DKSH4431167648 Ownership Code: 8 FMS CASE: KS-D-CAT FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	380	Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AF ACRN: DMOC5532175600 Ownership Code: 8 FMS CASE: MO-D-SAY FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	70	Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AG ACRN: DPKA5431935145 Ownership Code: 8 FMS CASE: PK-D-SCC FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	10	Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AH DPKG4432057600 Ownership Code: 8 FMS CASE: PK-D-CDP FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	150	Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AJ DPTP443077619 Ownership Code: 8 FMS CASE: PT-D-CAI FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	94	Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AN	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AK DSNB4431057601 Ownership Code: 8 FMS CASE: SN-D-CBP FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	396	Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AP	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AK DSNB4431057604 Ownership Code: 8 FMS CASE: SN-D-CBP FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	396	Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AQ	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AK DSN82431057602 Ownership Code: 8 FMS CASE: SN-D-CBP FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	60	Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AR	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AK DSNT2431057600 Ownership Code: 8 FMS CASE: SN-D-CBP FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	44	Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AS	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AK DSNT2431057603 Ownership Code: 8 FMS CASE: SN-D-CBP FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	44	Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AT	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AL DSR68530877637 Ownership Code: 8 FMS CASE: SR-D-CCZ FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	800	Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AU	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AM ACRN: DTH44430747616 Ownership Code: 8 FMS CASE: TH-D-CAT FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	143	Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AV	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AN ACRN: DTWV2430777627 Ownership Code: 8 FMS CASE: TW-D-CAF FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	20	Kit		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AW	JN18 FFP UWARS BATTERY KIT CARLETON P/N 1914-031-02 ACRN: AP ACRN: Air Force Requirement Ownership Code: 9 MAR 2013 RDM COMP FOB: Origin NSN: 1377-01-571-5244 PURCHASE REQUEST NUMBER: FD20201465038	7,471	Kit		

NET AMT

NOTE

SOLICITATION NOTES:

1. Electronic submission of an offer may be accomplished by attaching your offer to an email directed to royce.hoffman@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.

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. NECO Bids will not be accepted.
4. Faxed offers will NOT be accepted.
5. This item is a CSI – Critical Safety Item.
6. See attached Contract Data Requirements Lists (CDRLs)
7. This procurement is restricted to qualified sources.

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	COBHAM (Carleton), P/N 1914-031-02		

2. SPECIFICATIONS:

CLIN	SPECIFICATIONS	REVISION	REVISION DATE

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

1. Any Engineering Change Proposal (ECP) or Request for Deviation (RFD) affecting an item being procured under this contract shall be in accordance with ANSI/EIA-649. Final approval of any ECP and/or RFD shall be in writing, by the Contracting Officer, NAVSUP Weapon Systems Support. If any such approval affects the cost of Performance of this contract, an equitable adjustment shall be made in the contract price in accordance with the provisions of the "Changes" clause of this contract.

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

3. ECPs shall be in contractor format and shall include information outlined in ANSI/EIA-649 section 5.3.1.4. The use of DD Form 1692 is acceptable form for ECP submissions. MIL-HDBK-61 provides additional guidance for preparation of ECPs.

4. The contractor's assigned RFD number shall use the following numbering format:

- a. The last four alpha-numeric characters of the contract number followed by a dash (-).
- b. The letter "D", followed by consecutively assigned numeric characters beginning with 001.

5. The contractor's assigned ECP number shall use the following numbering format:

- a. The last four alpha-numeric characters of the contract number followed by a dash (-).
- b. The letters "ECP", followed by consecutively assigned numeric characters beginning with 001.

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

- A. Contract Administration Office (CAO), (for review and comment to PCO)
NAVSUP WSS Contracting Officer,
Email: first.last@navy.mil (buyer fill-in)

- B. AFLCMC/EBHJ JPO DIV
6044 DOGWOOD AVE, BLDG 1256
HILL AFB UT 84056-5619
Email: lisa.mosley.1@us.af.mil

7. Technical approval authority for RFDs and ECPs is AFLCMC/EBHJ JPO DIV, Lead CAD/PAD Engineer, (801) 777-4864.

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

9. Class II (Minor) ECP change authority is granted provided there is no change to form, fit or function, as defined herein. Changes to form, fit, or function are Class I (Major) ECP changes and shall be approved by the Navy CCB and technical approval authority prior to implementation. Class II ECP change documentation shall be provided to the Navy technical approval authority for concurrence after vendor approval.

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 Class I (Major) 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.

10. 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.

SECTION C - STATEMENT OF WORK

USAF STATEMENT OF WORK - AMMUNITION DATA CARDS

Version Date: **October 15, 2013** (CAD/PAD IPT Contracts Only)

When to Use:

As specified in the USAF Airmunitions Specification

Text:

1. Ammunition Data Cards (ADC) shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program.
2. **The criteria and procedures for the assignment of lot numbers for energetic mixtures including energetic materials (pyrotechnics,**

- propellants, explosives) and their constituents shall be in accordance with MIL-STD-1168.
3. All energetic mixtures including Energetic materials (pyrotechnics, propellants, explosives) used in assemblies and sub-assemblies shall be entered in the ADC using the actual manufacturer's part number, lot number, and date of manufacture. This applies regardless of whether the material is manufactured, blended, mixed, or synthesized in-house or procured from a supplier. Subassemblies that contain energetic materials shall also be entered in the ADC using the actual manufacturer's part number, lot number, and date of manufacture. If the energetic material(s) is/are older than the age specified on the Airmunitions Specification at the time of loading/use, the date of energetic material recertification and/or any associated requests for waiver or deviation shall be listed in the note section. The actual manufacturer's part number, lot number, and manufacturing date for piece parts shall be used. This requirement is mandatory for critical component parts as designated by the technical data package, system engineer or equipment specialist. Critical parts designated by Hill AFB personnel are as follows: *(Specific or additional items not already called out in the supplier's drawing packages may be added by the Engineer or ES and shall be listed in the Airmunitions Specification)*. In the case where the original manufacturer's lot number is not available for piece parts and they are not critical components, the vendor's internal traceability information shall be listed.
Materials such as solvents, paints, labels, dust caps, not affecting the reliability, aging or function/operation of the device shall not be listed.
 4. The ADC data and information entered in WARP for all materials and components ideally shall stand alone for traceability to the actual manufacture's information (Mfg P/N, Mfg date, Mfg lot number etc.). If contractor uses their own P/N, reference date for acceptance or other "trace"/traceability identification used internally for the piece parts, it shall be noted in the remarks section (i.e. "trace ID, or PO used for piece parts"). In the event of conflict or if there is a need for clarification, the applicable engineer or equipment specialist shall be contacted to resolve any issues.
 5. A "sample" ADC shall be developed in WARP and coordinated through the Army for format and content approval by the USAF CAD/PAD IPT. Upon approval of the sample ADC, a final version shall be completed in WARP and uploaded to Wide Area Workflow (WAWF) for review and acceptance prior to shipment of product. The WARP ADC program will not allow the submission of additional ADCs until such time as the sample ADC has been approved in the system.

WARP will reside within the Munitions History Program (MHP). Additional details on these WARP applications are provided below.

MHP-WARP Access Procedures

- Government or Contractor employee with CAC and AKO account:
 - (a) Click on the MHP hyperlink which is <https://mhp.redstone.army.mil/>
 - (b) Enter CAC PIN when prompted
 - (c) Click on WARP (ADC)
 - (d) Click on Help
 - (e) Click on WARP Request Access and follow instructions

- Contractor or Government employee without CAC and AKO account: MHP-WARP uses PKI authentication requiring a DoD approved digital certificate as a security measure to protect the integrity of stored data. There are three vendors that have been approved to issue DoD approved certificates per an External Certification Authority (ECA) program. You are required to use one of the approved vendors listed on the following DISA website: <http://iase.disa.mil/pki/eca/index.html>
A nominal fee is charged for each certificate. The Contractor, including any subcontractors, shall assume the responsibility for all costs of obtaining each digital certificate needed.

- After the required certificate is obtained:

(a) Click on the MHP-WARP hyperlink:
<https://mhpwarp.redstone.army.mil/>
(b) Enter ECA password
(c) Click on Help and follow the instructions for obtaining the necessary access

- HELP Numbers are as follows:

MHP Access - (256)313-2143; DSN 897-2143
JMC Quality Administrators for WARP issues - (309)782-2697 or (309)782-7107

- Worldwide Ammunition-data Repository Program (WARP)

An online user's manual will provide additional help and criteria in the development of an ammunition data card. It is recommended that you download and read the user's manual prior to creating and filling out your initial ammo data card. The user's manual also contains screen shots, which depict what the data entry person will see during the ADC input process.

- Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, both sample ADCs and production lot ADCs which meet the format requirements of MIL-STD-1168 and as specified in this USAF SOW for ADCs. ADCs are automatically forwarded to the respective Government Agency Responsible for Acceptance (GARA). The GARA in most cases is the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), who reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The contractor's data entry person is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option significantly reduces input effort, while increasing accuracy and consistency of data.

- Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the WARP database and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to conform with

MIL-STD-1168 and/or the approved format and technical content as approved by the USAF, an email is provided to the ADC originator advising that corrective action is required prior to approval.

- Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify usarmy.RIA.jmc.mbx.warp@mail.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to usarmy.RIA.jmc.mbx.warp@mail.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

(End of statement of work)

SECTION C - AIR SPEC

AIRMUNITION SPECIFICATION
(version 2 May, 2013)
FD2020-14-65038

NSN: 1377-01-571-5244ES

1. The contractor shall provide an advanced Report of Shipment (REPSHIP) 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 **ATTACHMENT 1**.
2. Contractor shall contact their nearest Defense Contract Management Agency (DCMA) Office for transportation guidance and assistance for all Foreign Military Sales (FMS) deliveries prior to shipment; and ensure that the DCMA provides one information copy of completed Notice of Availability (NOA) including FMS case and requisition numbers by mail to: AFLCMC/EBHMB Attn: FMS Transportation 6043 Elm Lane, Hill AFB, UT 84056-5819, or Fax to: (801) 777-1089 or Email to ooalc.gacp.transportation@hill.af.mil.
3. Department of Defense Identification Code (DODIC) JN18
4. One copy of all shipping documents shall be furnished to 429 SCMS/GUMAB, by mail to: 6038 Aspen Ave, Hill AFB, Utah 84056-5805 or FAX to; (801)777-5545, or Email: hill.outgoing.mipr@hill.af.mil and shall identify requisition number, MIPR number and line item. (MIPRS ONLY)

5. Ammunition lot numbering shall be accomplished. Reference MIL-STD-1168 for guidance.
6. Ammunition Data Cards (ADC) shall be filled out; input in accordance with Attachment 2, Statement of Work – Ammunition Data Cards; and state quantity/serial number of lot acceptance test units in the remarks block. **CDRL (DI-MISC-80043)**
7. Items shall be marked in accordance with CAD/PAD Item Marking Instruction Version 1.1., 01 May 2008, reference attachment.
8. Contracts involving ammunition and explosives (AE) will contain:
 - DFARS Title 48 Part 252.223-7002, Safety Precautions for Ammunition and Explosives
 - DFARS Title 48 Part 252.223-7003, Change in Place of Performance - Ammunition and ExplosivesAdditionally, if the scope of work includes air shipment of explosives, the safety specification should require contractor compliance with:
 - AFMAN 24-204(I), Preparing Hazardous Materials for Military Air Shipments
9. All Engineering Change Proposals (ECPs), Notice of Revisions (NORs), and Request For Variances (formerly RFD/RFWs) affecting the approved product baseline configuration, acceptance test procedures, or manufacturing process of any item(s) on this contract shall be in accordance with MIL-STD-3046. Major ECPs with NORs and Critical/Major RFVs shall be submitted to the responsible Government Engineering Authority for review/disposition by CCB. Minor/Administrative ECPs with NORs and Minor RFVs shall be processed by the: **COGNIZANT GOVERNMENT ENGINEER**
 - ECPs - CDRL (DI-SESS-81880)**
 - RFDs - CDRL (DI-SESS-81883)**

Distribution Statement: B, Reason: Admin/Operational use only

10. The contractor shall provide the Lot Acceptance Test Plan (LATP/ATP) for this item in accordance with the contractual data requirements. No changes to previously approved government Acceptance Test Plans shall be made without prior government approval. The Lot Acceptance Test Plan provided must be approved by HAFB engineering at least 90 days prior to commencement of Lot Acceptance Testing allowing for 30 days approval time after submission. **CDRL (DI-QCIC-80553)**

11. L
ot Acceptance Test Requirements are: In accordance with the latest government approved ATP (contractor)

12. T
he contractor shall furnish a Lot Acceptance Test/Inspection Report in the following system: WAWF
CDRL: (DI-NDTI-80809)

13. L
OT ACCEPTANCE TEST: In the event of an end item failure, the contractor shall notify the PCO/ACO and Air Force Engineering Organization within 1 business day
Air Force Engineering Organization: AFLCMC/EBHJ
Organization Fax/E-mail: (801) 777-9484 / (layne.peterson@us.af.mil)

14. In the event of test failure(s), a Failure Analysis and Corrective Action Report with proposed corrective actions/recommendations is required. **CDRL: (DI-SESS-81315)**

15. This item is designated as a Critical Safety Item (CSI). Documentation for critical characteristics may be found in the contract, TDP, assembly/inspection procedures or QALI. Other characteristics requiring inspection or special oversight from DCMA: See attached QALI

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 AFLCMC/EBHJ JOP DIV CODE E23, NSWC INDIAN HEAD TO INCLUDE SAMPLE DATA AND EXAMPLES CAN BE FOUND IN ITS ENTIRETY AT: –

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

SECTION D - PACKAGING AND MARKING (FEB 2006)

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

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

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

CLIN	QUP	IAW
0001	1	SPI NO. (TPO) NO SPI REQUIRED

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

- a. At a minimum, inner container markings for CLIN 0001 - 0005 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 - 0005 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 NUMBE R	HAZARD CLASS	COMPA. CODE	NET EXPLOSIVE WT (lbs)	EX NUMBER
0001	BATTERY KIT, UWARS	N/A	Not Regulated	N/A	N/A	N/A

3. The **contractor shall** perform testing and acquire data necessary to support compliance with Performance Oriented Packaging (POP) requirements of hazardous materials as defined in Title 49, Code of Federal Regulations

(CFR), the International Maritime Organization's International Maritime Dangerous Goods (IMDG) Code, and the International Civil Aviation Organization (ICAO) Technical Instructions for the safe transport of hazardous goods. Testing shall be performed in accordance with American Society for Testing and Materials (ASTM) D4919, Testing of Hazardous Material Packaging. The contractor shall **prepare** and **maintain** a POP Test Report in accordance with DI-PACK-81059. The test report shall be **provided to the government upon request**. For POP Technical Information contact: 418 SCMS/GULAAA HILL AFB, Rick McCloy (801) 777-8836

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

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

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

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

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

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

NOTE: The shelf life for CLIN 0001 is: **5 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.”

CLAUSES INCORPORATED BY REFERENCE

252.211-7004	Alternate Preservation, Packaging, and Packing	DEC 1991
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Section E - Inspection and Acceptance

SECTION E

SECTION E – PRODUCTION LOT TEST SAMPLES (CONTRACTOR TESTING) (FEB 2006)

1. Test samples are required from each production lot and are to be tested in accordance with the approved test plan. A production lot shall consist of net deliverable quantity, lot acceptance test units and units for investigative purposes in accordance with section B.

2. The production lot(s) must be manufactured and presented to the Government Quality Assurance Representative (QAR) with all applicable documentation. The documentation (WAWF-RRs and Ammunition Data Card printed from WARP) accompanying the production lot test samples shall contain the contract number, item, lot number identification, DODIC, NSN, and serial numbers. The presentation of the lot shall be in time for the QAR to select the production test samples on or before the scheduled delivery date for production units specified in Section F of the contract. The samples shall be selected, at random, from each production lot, by the QAR.

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

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

4. Production lot testing shall be performed by the Contractor within 30 days of production lot sample selection. Production lot testing shall be witnessed by a representative of Air Force and/or the cognizant QAR. The Contractor shall provide written notification to the Contracting Officer, with concurrent notification to Air Force AFLCMC/EBHJ JPO DIV HILL AFB, Code WWQ, and the QAR, at least 15 days prior to the planned testing.

NOTE: If an Air Force representative is not present and a failure occurs, test shall be halted and Air Force Code WWQ and NAVICP 0242 shall be notified within 24 hours. A government representative shall be allowed to participate in the failure investigation.

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

6. Retain samples shall be sent to the address shown in **Section F** after lot release – NOT APPLICABLE TO THIS ITEM.

7. A production lot test report is required and shall be forwarded in accordance with the DD 1423 sequence number **A004** requirements to the address shown in Block 14, CODE WWQ. The test report shall include all results of testing conducted in accordance with the approved test plan.

8. All other contractual requirements, such as acceptance, shipment, and payment will not be accomplished until the production lot test samples have been tested, the required report approved, and the lot has been released for service use. The retain samples shall be shipped to the address provided in Section F of the contract after the lot has been released for service use.

9. The only valid and contractually binding notification of production lot approval, conditional approval, or disapproval shall be in writing and issued by the Contracting Officer. This notification shall be made to the Contractor within sixty (60) calendar days after receipt of the production lot test report(s) and all necessary data by NSWC IHD. Upon receipt of the written approval accepting a production lot(s), shipment shall be made as soon as possible and no later than fifteen (15) calendar days after receipt of such notice. Submittal of the test report is considered valid only when submitted with the required documentation.

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

11. A notice of conditional approval shall state any further action required of the Contractor. In the event the test sample fails to meet the requirements of the specification or drawing, the contractor may be required to submit a Failure Analysis and Corrective Action Report (DD Form 1423, sequence number, **A006**).

12. A notice of disapproval shall cite reasons for such. If the production lot test report(s) is disapproved by the Government, the QAR may be required to select an additional production lot test sample(s) for testing. This direction shall be given by the Contracting Officer in the notice of disapproval. Such additional test sample(s) shall be furnished under the terms and conditions and within the time specified in the notification. The cost of each additional approval test required due to contractor causes, and all costs related to such test(s) shall be borne by the Contractor. Upon approval of the production lot test sample(s) and report(s), the Contracting Officer will equitably adjust the delivery schedule of the contract for only the lot represented by such sample(s). The Government reserves

the right to require an equitable decrease of the contract price for any extension of the delivery schedule necessitated by additional test(s) or for any additional costs incurred by the Government due to the need for additional approval test(s).

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

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

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

SECTION E – INSPECTION AND ACCEPTANCE OF TEST PLANS / PROCEDURES (MAR 2005)

1. The Contractor shall submit a test plan/procedure for Government approval/disapproval as specified in the Contract Data Requirements List (DD Form 1423, sequence number, **A004**). The test plan shall be submitted within sixty (60) calendar days after contract award date. The Acceptance Test Plan shall identify that test fixtures are available for use at the Contractor's Facility.

2. Notification of test plan approval, conditional approval, or disapproval shall be in writing and issued by the Contracting Officer. This notification shall be made to the Contractor within 30 calendar days after receipt of the plan/procedure.

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

4. A notice of conditional approval shall state any further action required of the Contractor.

5. A notice of disapproval shall cite the reasons for such. If the plan or procedure is disapproved by the Government, the Contractor may be required, at the option of the Government, to submit a revised plan or procedure for evaluation. After each notification by the Government to submit a revised plan or procedure, the Contractor shall, at no additional cost to the Government, make any necessary revisions or modifications to the plan or procedure. Such revisions shall be furnished in accordance with terms and conditions and within the time specified in the notification. The Government shall take action on the resubmitted plan or procedure within the time specified above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule necessitated by resubmission of the plan or procedure.

6. If the Contractor fails to deliver the plan or procedure within the time specified, or if the Contracting Officer disapproves any plan or procedure, the Contractor shall be deemed to have failed to make delivery within the meaning of the "Default" clause of this contract, and this contract shall be subject to termination for default. However, failure of the Government in such an event to terminate the contract shall not relieve the Contractor of the responsibility to meet all requirements of the contract including delivery of any first article sample(s), data requirements, and/or production quantities.

7. There is hereby created an option for the Government to waive the requirement for submission of a plan or procedure. If the offeror has had its plan previously approved by the Government, the following information shall be furnished:

Approved by _____ Date of approval _____

Contract number and contractor under which plan/procedure was approved _____.

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

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

SECTION E –

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

1. The Contractor shall provide and maintain a quality program acceptable to the Government and modeled on ISO 9001:2000 or an equivalent quality system. **IF other than ISO 9001:2008** - 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. Radiographic equipment and procedures shall meet the standards stipulated in specifications: ASTM E1742, DI-MISC-81579, ASTM E748.

SECTION E

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

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

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

All components and subassemblies shall be listed on the ADC per DI-MISC-80043B, paragraph 3, in accordance with DD 1423 sequence number **A001**. **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 (FEB 1999)

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

Title	Number	Date	Tailoring
ISO-9001:2008			

(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 2005)

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

**LINE / SUBLINE ITEM
AND QTY**

SHIP TO:

MARK FOR:

0001AC	1 KT	SUPPL ADDRESS:DA2CAA PRI: 06	FMS CASE: AE-D-CAA REQ NO: DAEB4430787641
0001AD	108 KT	SUPPL ADDRESS: DZ2CAA PRI: 06	FMS CASE: AE-D-CAA REQ NO: DAEB8431495000
0001AE	400 KT	SUPPL ADDRESS: DXXCAA PRI: 03	FMS CASE: EG-D-CAA REQ NO: DEG29N30885072
0001AF	175 KT	SUPPL ADDRESS: DA2QBS PRI: 06	FMS CASE: GR-D-QBS REQ NO: DGRQ4Z30727631
0001AG	790 KT	SUPPL ADDRESS: DA2CAE PRI: 03	FMS CASE: IS-D-CAE REQ NO: DISA4N31215002
0001AH	380 KT	SUPPL ADDRESS: DA5CAT PRI: 06	FMS CASE: KS-D-CAT REQ NO: DKSH4431167648
0001AJ	70 KT	SUPPL ADDRESS: DA1SAY PRI: 03	FMS CASE: MO-D-SAY REQ NO: DMOC5532175600
0001AK	10 KT	SUPPL ADDRESS: DA2SCC PRI: 02	FMS CASE: PK-D-SCC REQ NO: DPKA5431935145
0001AL	150 KT	SUPPL ADDRESS: DA2CDP PRI: 02	FMS CASE: PK-D-CDP REQ NO: DPKG4432057600
0001AM	94 KT	SUPPL ADDRESS: DA6CAI PRI: 06	FMS CASE: PT-D-CAI REQ NO: DPTP4430777619
0001AN	396 KT	SUPPL ADDRESS: DA9CBP PRI: 06	FMS CASE: SN-D-CBP REQ NO: DSNB4431057601
0001AP	396 KT	SUPPL ADDRESS: DA9CBP PRI: 06	FMS CASE: SN-D-CBP REQ NO: DSNB4431057604
0001AQ	60 KT	SUPPL ADDRESS: DXXCBP PRI: 06	FMS CASE: SN-D-CBP REQ NO: DSN82431057602
0001AR	44 KT	SUPPL ADDRESS: DXXCBP PRI: 06	FMS CASE: SN-D-CBP REQ NO: DSNT2431057600
0001AS	44 KT	SUPPL ADDRESS: DXXCBP PRI: 06	FMS CASE: SN-D-CBP REQ NO: DSNT2431057603
0001AT	800 KT	SUPPL ADDRESS: DZ4CCZ PRI: 06	FMS CASE: SR-D-CCZ REQ NO: DSR68530877637

**LINE / SUBLINE ITEM
AND QTY**

SHIP TO:

MARK FOR:

0001AU 143 KT	SUPPL ADDRESS: DA4CAT PRI: 06	FMS CASE: TH-D-CAT REQ NO: DTH44430747616
0001AV 20 KT	SUPPL ADDRESS: DXXCFA PRI: 06	FMS CASE: TW-D-CAF REQ NO: DTWV2430777627
0001A 7471 KT W	FV2172 649 MUNS LGAD 6024 PINE LANE BLDG 1377 BAY 2 HILL AFB, UT 84056-5707	MARK FOR 09 ACCOUNT

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

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

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

COMMANDER NSWC IHD FAX: 301-744-6699 **ATTN:** CODE: E21xx

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

REPSHIP Data Requirements for Individual Shipments of Hazardous Material (HAZMAT) and Inert Component Parts - Continental United States (CONUS) to CONUS, CONUS to Overseas or From All Overseas Locations

FROM:	Shipping Activity
To:	Domestic Customer or Transshipping Activity Clearance Authority (Ocean) or Customer Service Branch (CSB) (Air) or CONUS Sea Terminal

INFO: GACP TRANSPORTATION, HILL AFB UT - (AFLCMC / EBHMB)
email: ooalc.gacp.transportation@us.af.mil or FAX (801) 777-1089.

INFO: Sponsoring Service Accountable Supply Activity Ultimate Consignee/ Final Destination

SUBJ:	Report of Shipment (REPSHIP)
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1. Shipment Date written as a three-digit day of the year (Julian)
2. Estimated Time of Arrival (ETA) written as a three-digit day of the year (Julian) (Observe Standard Transit Time (STT), if CONUS Truck Shipment and no Required Delivery Date (RDD) identified)
3. Required Delivery Date (RDD) or Delivery Date (DD), if specified
4. Carrier
5. Bill of Lading (BL) Number (Notes 1, 2, 3, 4)
6. Military Traffic Expediting-Greater Security (MTX-GS) Service Number (Notes 1, 2, 3)
7. Air Release Number (Notes 1, 2, 3) or for Surface Shipments, Export Traffic Release (ETR) Number and Vessel Name and/or Voyage Document Number
8. Shipment (Cargo) Name (Example: Bombs)
9. Container and Seal Number (if applicable):
 - a. Container Transportation Control Number (TCN)
 - b. Total Weight of Contents
 - c. Rounds, Pieces, Weight, Cube, Condition code, and Lot Numbers (Note 4)
10. Security Risk Category (SRC), (E.G., Security Risk Category I, II, III, IV, Unclassified, Confidential, Secret, None)
11. Controlled Item Inventory Code (CIIC)
12. Total Net Explosive Weight (NEW)
13. Hazard Classification (s)
14. Department of Defense Identification Code / Navy Ammunition Logistic Code (DODIC/NALC). (Note 4).
15. Name, address, and phone number of person responsible for information contained in REPSHIP

NOTES:

1. When the conveyance contains more than one shipment unit, repeat the data elements in separately lettered paragraphs for each shipment unit.
2. Cargo for more than one vessel or flight, but shipped to Port of Embarkation (POE) in a single conveyance, is included in a single REPSHIP. When cargo for a single vessel is moved to the Seaport of Embarkation (SPOE) in more than one conveyance, repeat all the data elements as above in separate numbered paragraphs for each conveyance or REPSHIP.
3. A separate REPSHIP is used for each mode of shipment to the POE.
4. Lot number, DODIC and NALC are not mandatory fields. If available, they may be provided in the electronic RESHIP or in the template above. If a CBL is used, the lot number and ammunition condition code should be

included in the remarks section. Weapons must be identified on the CBL by each serial number contained within the shipment.

5. DODIC and NALC are codes used specifically for logistic administration and control of ammunition.

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
52.247-58	Loading, Blocking, And Bracing Of Freight Car Shipment	APR 1984
52.247-59	F.O.B Origin--Carload and Truckload Shipments	APR 1984
52.247-61	F.O.B. Origin--Minimum Size Of Shipments	APR 1984
52.247-65	F.O.B. Origin, Prepaid Freight--Small Package Shipments	JAN 1991
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
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 (CAD)**

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

REQUIRED DELIVERY SCHEDULE

Item	Quantity	Days
A004 – ATP		120 DADC
52.209-3 FAT	25 EA	150 DADC
B001 – FAT Report		180 DADC
0001AB(LAT)		120 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AC	1 EA	15 DANLATA
0001AD	108 EA	15 DANLATA
0001AE	391 EA	15 DANLATA
0001AB(LAT)		150 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AE	9 EA	15 DANLATA

0001AF	175 EA	15 DANLATA
0001AG	316 EA	15 DANLATA
0001AB(LAT)		180 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AG	474 EA	15 DANLATA
0001AH	26 EA	15 DANLATA
0001AB(LAT)		
A005 – LAT Report		210 DAFATA
A001 - ADC		15 DANLATA
0001AH	354 EA	15 DANLATA
0001AJ	70 EA	15 DANLATA
0001AK	10 EA	15 DANLATA
0001AL	66 EA	15 DANLATA
0001AB(LAT)		240 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AL	84 EA	15 DANLATA
0001AM	94 EA	15 DANLATA
0001AN	322 EA	15 DANLATA
0001AB(LAT)		270 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AN	74 EA	15 DANLATA
0001AP	396 EA	15 DANLATA
0001AQ	30 EA	15 DANLATA
0001AB(LAT)		300 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AQ	30 EA	15 DANLATA
0001AR	44 EA	15 DANLATA
0001AS	44 EA	15 DANLATA
0001AT	382 EA	15 DANLATA
0001AB(LAT)		330 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AT	418 EA	15 DANLATA
0001AU	82 EA	15 DANLATA
0001AB(LAT)		360 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA

0001AU	61 EA	15 DANLATA
0001AV	20 EA	15 DANLATA
0001AW	419 EA	15 DANLATA
0001AB(LAT)		390 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AW	500 EA	15 DANLATA
0001AB(LAT)		420 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AW	500 EA	15 DANLATA
0001AB(LAT)		450 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AW	500 EA	15 DANLATA
0001AB(LAT)		480 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AW	500 EA	15 DANLATA
0001AB(LAT)		510 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AW	500 EA	15 DANLATA
0001AB(LAT)		540 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AW	500 EA	15 DANLATA
0001AB(LAT)		570 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AW	500 EA	15 DANLATA
0001AB(LAT)		600 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AW	500 EA	15 DANLATA
0001AB(LAT)		630 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AW	500 EA	15 DANLATA

0001AB(LAT)		660 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AW	500 EA	15 DANLATA
0001AB(LAT)		690 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AW	500 EA	15 DANLATA
0001AB(LAT)		720 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AW	500 EA	15 DANLATA
0001AB(LAT)		750 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AW	500 EA	15 DANLATA
0001AB(LAT)		780 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AW	500 EA	15 DANLATA
0001AB(LAT)		810 DAFATA
A005 – LAT Report		30 DALATC
A001 - ADC		15 DANLATA
0001AW	52 EA	15 DANLATA
A002 – ECP		A/R
A003 - RFV		A/R
A006 – Failure Analysis		A/R
KEY: DADC = Days After Date of Contract DAFATA = Days After First Article Test Approval DANLATA = Days After Notification of LAT Approval DALATC = Days After LAT Completion		

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

OFFERORS PROPOSED DELIVERY SCHEDULE

Item	Quantity	Days
A004 – ATP		

52.209-3 FAT		
B001 – FAT Report		
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AC	1 EA	
0001AD	108 EA	
0001AE	391 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AE	9 EA	
0001AF	175 EA	
0001AG	316 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AG	474 EA	
0001AH	26 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AH	354 EA	
0001AJ	70 EA	
0001AK	10 EA	
0001AL	66 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AL	84 EA	
0001AM	94 EA	
0001AN	322 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AN	74 EA	
0001AP	396 EA	
0001AQ	30 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		

0001AQ	30 EA	
0001AR	44 EA	
0001AS	44 EA	
0001AT	382 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AT	418 EA	
0001AU	82 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AU	61 EA	
0001AV	20 EA	
0001AW	419 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AW	500 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AW	500 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AW	500 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AW	500 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AW	500 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AW	500 EA	

0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AW	500 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AW	500 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AW	500 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AW	500 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AW	500 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AW	500 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AW	500 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AW	500 EA	
0001AB(LAT)		
A005 – LAT Report		
A001 - ADC		
0001AW	52 EA	
A002 – ECP		A/R
A003 - RFV		A/R

A006 – Failure Analysis		A/R
KEY: DADC = Days After Date of Contract DAFATA = Days After First Article Test Approval DANLATA = Days After Notification of LAT Approval DALATC = Days After LAT Completion		

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

CLAUSES INCORPORATED BY FULL TEXT

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

() shall be rejected as non-responsive.

(X) may be rejected as unacceptable

CAD/PAD Item Marking Instruction

Prepared By
CAD/PAD Joint Program Office

784CBSG/GJ
Code E211B, NSWC Indian Head

Version 1.1
Dated 1 May 2008



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References

NOTE: Use latest revision of all reference documents.

1. **MIL-STD-130** Department of Defense Standard Practice Identification Marking of U.S. Military Property
2. **MIL- STD-1168** Ammunition Lot Numbering and Ammunition Data Card
3. **ISO/IEC 16022** Information technology - International symbology specification - Data Matrix
4. **ISO/IEC 15434** Information technology - International symbology specification - Syntax for high capacity ADC media
5. **ISO/IEC 15418** Information technology - International symbology specification - EAN/UCC Application Identifiers and FACT Data Identifiers and Maintenance (Note: Data Identifier dictionary with technical content is contained in ANS MH10.8.2)
6. **UNDER SECRETARY OF DEFENSE FOR ACQUISITION POLICY AND TECHNOLOGY** Department of Defense Guide to Uniquely Identifying Items version 1.6 (this document is available on line at <http://www.acq.osd.mil/dpap/pdi/uid/index.html> or from Defense Procurement & Acquisition Policy, 3060 Defense Pentagon, Room 3E1044, Washington, DC 20301-3060)
7. **DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT 252.211-7003** Item Identification and Valuation (Copies of this document are available on line at <http://farsite.hill.af.mil/> or from the Superintendent of Documents, P.O. Box 371954, Pittsburgh, PA 15250-7954)
8. **AFSCM 21-556 Vol. 2** Julian Date format
9. **ANS MH10.8.2 - 2006** Data Identifier and Application Identifier Standard
10. **ANS MH10.8.7 - 2005** Labeling and Direct Product Marking with Linear Bar Code and Two-Dimensional Symbols

Figures

1. Determining IUID requirement
2. Sample UID Data Stream
3. Sample CAD/PAD Data Plate/Label
4. Sample of Etched Data
5. Sample CAD/PAD Small Item Data Plate/Label

1. Purpose.

The Under Secretary of Defense has implemented policy requiring DoD components meeting the requirements identified in Figure 1 to be marked with **Item Unique Identifiers (IUID)**. Cartridge Actuated Devices and Propellant Actuated Devices (CAD/PAD) items, regardless of dollar value, are typically serially managed in aircraft maintenance data systems and therefore are applicable to the IUID requirement.

Additionally, the Air Force Aircrew Escape System Executive Working Group (AESEWG) and the egress system maintenance community has requested that CAD/PAD items be marked with Data Matrix ECC 200 on item data plates or items to enhance accuracy of aircraft maintenance data.

In accordance with MIL-STD-130, this marking instruction identifies marking requirements that meet the above objectives by tailoring Unique Identification (UID) requirements to include aircraft maintenance data requirements for both free text Human Readable Information (HRI) and Machine Readable Information (MRI), which are both mandated requirements for CAD/PAD items.

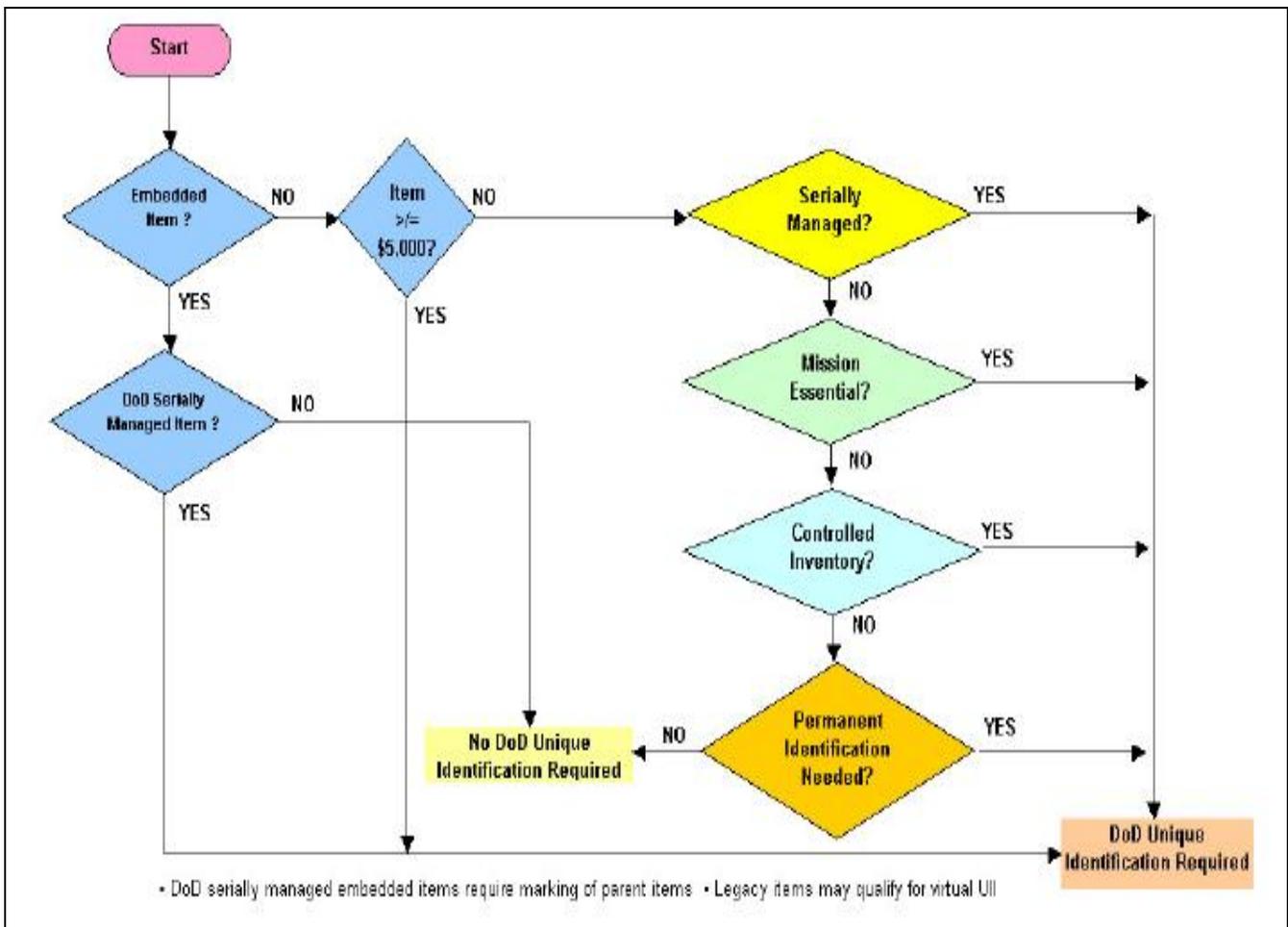


Figure 1. Determining UID Requirement

2. SCOPE.

This instruction identifies marking requirements applicable to suppliers/manufacturers of CAD/PAD components. It is applicable to both production of new CAD/PAD components and remanufacture of service returned, over-aged components. It identifies marking methods applicable to the various sizes and shapes of CAD/PAD components.

As of this writing, guidance regarding mandated transfer of data to the IUID registry can be found at "<http://www.acq.osd.mil/dpap/pdi/uid/index.html>". Go to Training and Communication link, select IUID Toolkit (www.IUIDtoolkit.com), and select "Defense Suppliers", then under "Submit", select subsection "Registration of IUID Data11", under Support Tools select "Data Submission".

3. Marking Requirements.

Both Human Readable Information (HRI) and Machine Readable Information (MRI) are required (see section 4). In accordance with the Defense Federal Acquisition Regulation Supplement (DFARS), DoD has mandated the use of Data Matrix ECC 200 as the standard format for UID MRI markings. Guidance for the construct and application of Data Matrix markings is contained in MIL-STD-130 and the DoD UID Guide located at <http://www.acq.osd.mil/dpap/pdi/uid/index.html>, select Guides link.

3. 1. **HRI Marking Requirements.** The following HRI data is required (as a minimum):

- Item Nomenclature; Per applicable manufacturer drawing
- Manufacturer's Commercial and Government Entity (CAGE); Five (5) alpha/numeric characters.
- Item Lot Number; Lot numbers shall be assigned IAW MIL-STD-1168, unless otherwise directed.

NOTE: The requirement for unique lot number has been deleted.

- Item Serial Number; Six (6) digit serial numbers (minimum) are required. Serial numbers shall be sequentially assigned and shall not be repeated until serial number 999,999 has been reached.
- Item manufacturer's Part Number

NOTE: The weapon system Specification Number does not meet this requirement

- Date of Manufacture (DOM); Month and Year of manufacture as identified in MIL-STD-1168B. DOM shall be the same date that is coded into the lot number.
- Optional markings: Additional markings (such as manufacturer's name, logo, contract number) are acceptable, provided that space is available on the item/data label.

NOTE: Markings and/or attachments shall make no reference to item installation requirements/procedures or shelf/service lives

3.2. MRI Data Construct.

Data Matrix ECC200 markings shall be developed based on UID Data Construct #2 using Data Identifiers (DIs) in accordance with MIL-STD-130 and the DoD UID Guide (see Figure 2). To facilitate durability throughout the scanning life cycle, the largest symbol size, including quiet zone, shall be fitted within the available marking real estate. The symbol's internal module (cell) sizes shall be no smaller than 0.0075 inch (0.19 mm) and no larger than 0.025 inch (0.64 mm). Marks shall contain **only** the data elements identified below:

NOTE: The actual UII will be comprised of CAGE, Part Number, and Serial Number data. The parenthesis surrounding the Data Identifiers are NOT encoded in the 2D symbol

- (17V) Manufacturer's Commercial and Government Entity (CAGE) code, 5 alpha/numeric characters
- (1P) Manufacturer's Item Part Number, 18 alpha/numeric characters maximum

NOTE: The weapon system specification numbers do not meet this requirement

- (S) Item Serial Number, IAW HRI requirement, six (6) digits minimum, up to eight (8) alpha/numeric characters maximum
- (30T) Item production Lot Number, IAW HRI requirement, 15 alpha/numeric characters maximum

NOTE: The data identifier for Lot Number has been changed from 1T to 30T

- (4D) Date of Manufacture (DOM), IAW HRI requirement, in Julian Date format, five (5) numeric characters:

Example: 08151 = 31 May 2008

The first two positions are the last two digits of the year, the last three positions are the Julian Date (001 through 366)

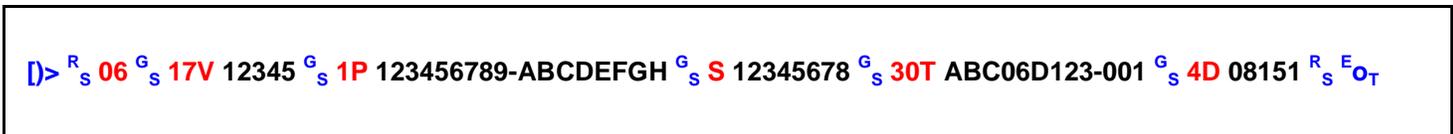


Figure 2. Sample UID Data Stream

4. **Placement of UID Marking.** CAD/PAD items vary considerably in size and shape. A large percentage of these items are currently marked with HRI printed on data plates or labels permanently affixed to the item. The preferred method for incorporating the UID required MRI is to include it on the current data plate/label and, wherever possible, the supplier is to incorporate this concept. The following identifies known variations in marking and preferred MRI incorporation methods.

Note: Unless specifically identified as a requirement in the procurement contract, subcomponents of the End Item Assembly shall not be UID marked.

4.1. **CAD/PAD Items Currently Marked with Data Plates, Labels, or Flag-Tags.** The data plates/labels for these items shall be modified/arranged to allow space for the MRI per paragraph 3.2. Marking shall comply with MIL-STD-130 and the DoD UID Guide (see figure 3).

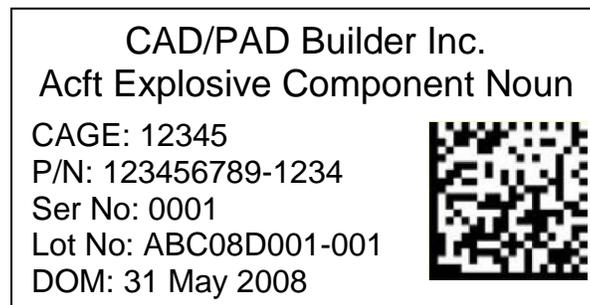


Figure 3. Sample Data Plate/Label

4.2. **CAD/PAD Items Currently Marked With Ink or Laser Etching Directly on the Item.** Item marking shall be modified/arranged to allow space for the incorporation of ink or laser etched MRI per paragraph 3.2. Marking shall comply with MIL-STD-130 and the DoD UID Guide (see figure 4).

CAD/PAD Builder Inc.
Acft Explosive Component Noun
CAGE: 12345
P/N: 123456789-1234
Ser No: 0001
Lot No: ABC08D001-001
DOM: 31 May 2008

Figure 4. Sample of Etched Data

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		0001	COMMANDER NAVSUP WEAPON SYSTEMS SUPPORT 5450 CARLISLE PIKE PO BOX 2020 BLDG 410 MECHANICSBURG PA 17055-0788 ATTN: Code <i>Administrator will be determined at time of award.</i> 0242.XX
1*	1		0001	649 MUNS LANE LGAD BLDG 1377 BAY 2 6024 PINE LANE HILL AFB UT 84056-5707
1*	1		0001	AFLCMC/EBHJ JPO DIV 6044 DOGWOOD AVE BLDG 1256 HILL AFB UT 84056-5619 ATTN: Code WZE lisa.mosley@hill.af.mil
	1		0001	418 SCMS/GULAAC OGDEN AIR LOGISTICS CENTER 6038 ASPEN AVENUE HILL AFB UT 84056-5320 ATTN: Code 510 hill.outgoing.mipr@us.af.mil CBSS/GBMAC

ADC	WAWF-RR	GBL	DESIGNATOR / CLIN	DESIGNEE and E-Mail Addresses
1*	1		0001	AFLCMC/EBHMO OGDEN AIR LOGISTIC CENTER 6034 DOGWOOD AVENUE BLDG 1257 HILL AFB UT 84056-5816 Code: 505 deborah.esparza@us.af.mil CBSS/GBAA

CLAUSES INCORPORATED BY FULL TEXT

NAVY USE OF SUPPORT CONTRACTOR/RELEASE OF OFFEROR INFORMATION

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

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

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

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

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

Company: Access Personnel Services
 POC: Mr. Tyrone G. Miller
 Telephone Number: 717.397.9072

E-Mail Address: tmiller@accesspersonnelservices.com

Company: Client Solution Architects

POC: Mr. Michael Beliveau

Telephone Number: 717.829.7816

E-Mail Address: mbeiveau@csaassociates.com

Section I - Contract Clauses

SECTION I

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	SEP 2013
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 2010
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	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-21 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 2010) - Alternate III	OCT 1997

52.215-21 Alt IV	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications (Oct 2010) - Alternate IV	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan	JUL 2013
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-9	Refund Of Royalties	APR 1984
52.229-3	Federal, State And Local Taxes	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
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996

52.244-6	Subcontracts for Commercial Items	DEC 2010
52.246-23	Limitation Of Liability	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
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	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	AUG 2012
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	OCT 2011
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
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 Speciaity Metals	JAN 2011
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
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	SEP 2011
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	SEP 2011
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7005	Contractor Business Systems	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 and Commercial Components (DoD Contracts)	SEP 2011
252.244-7001	Contractor Purchasing System Administration	JUN 2012
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	MAR 2014

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

AGENCY NAME / ADDRESS

AFLCMC/EBHJ JPO DIV
CAD/PAD Department, Bldg 1256
6044 Dogwood Ave
Hill AFB, Ut 84056-5619

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

Offeror's Name

Manufacturer's Name

Source's Name

Item Name

Service Identification

Test Number *(to the extent known)*

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

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

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

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

[Contracting Officer shall insert details]

(a) The Contractor shall test **25 EA** unit(s) of Lot/Item **0001** as specified in this contract. At least **60** calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within **150** calendar days from the date of this contract to **WAWF DODAAC FA8213 and AFLCMC/EBHJ, 6044 Dogwood Ave Bldg#1256, Hill AFB UT 84056-5819** marked "FIRST ARTICLE TEST REPORT: Contract No. **TBD At Time of Award**, Lot/Item No. **0001**" Within **30** calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

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

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

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

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

(End of clause)

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

_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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 [Defense Federal Acquisition Regulation Supplement](#) (48 CFR [Chapter 2](#)) 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

252.209-7010 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:

1377-01-571-5244ES, JN18, UWARS Battery Kit

(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)

CLAUSES INCORPORATED BY FULL TEXT

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)

(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 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 unique item 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 non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

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/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

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.

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) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line	
item No.	Item description
CLIN0001	1377-01-571-5244ES, JN18, UWARS Battery Kit

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

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

(i) The encoded data elements (except issuing agency code) of the unique item identifier are 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.

(4) 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; 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 the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(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 unique item identification under paragraph (c)(1)(i) or (ii) of this clause, 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, either as part of, or associated with, 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.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item 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).

(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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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

- (a) Definition - "*Arms, ammunition, and explosives (AA&E)*," as used in this clause, means those items within the scope (chapter 1, paragraph C 1.2) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.
- (b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

<u>NOMENCLATURE</u>	<u>NATIONAL STOCK NUMBER</u>	<u>SENSITIVITY CATEGORY</u>
UWARS BATTERY KIT	1377015715244ES	UNCATEGORIZED UNCATEGORIZED

- (c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.
- (d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.
- (e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.
- (f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--
 - (1) For the development, production, manufacture, or purchase of AA&E; or
 - (2) When AA&E will be provided to the subcontractor as Government-furnished property.
- (g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

CLAUSES INCORPORATED BY FULL TEXT

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 (See Section F), 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)

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

(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.

(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 authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) 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; or

(4) 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).

(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)

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(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 Central Contractor Registration 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).

"INVOICE AND RECEIVING REPORT (COMBO)"—

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.

1. Inspection of supplies and packaging will be performed at the contractor location by the Contract Administration Office (CAO) unless otherwise specified below.

- Manufacturing Site ()
- Manufacturing Site CAO ()
- Packaging Site ()
- Packaging Site CAO ()

2. Final acceptance will be performed at the contractor's location on page 1, unless otherwise specified below.

- Manufacturing site and CAO listed above.
- Packaging site and CAO listed above.
- Destination

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	See block 12 of award
Issue By DoDAAC	See block 5 of award
Admin DoDAAC	See block 6 of award
Inspect By DoDAAC	See block 6 of award
Ship To Code	See Section F
Ship From Code	See Section F
Mark For Code	See Section F
Service Approver (DoDAAC)	See block 6 of award

Service Acceptor (DoDAAC)	See block 6 of award
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(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 email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Lisa.moseley.1@us.af.mil

(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.

Not Applicable

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

(End of clause)

Authorized Changes Only By The Contracting Officer

(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: CODE N742 PERSONNEL
ADDRESS: 5450 CARLISLE PIKE MECHANICSBURG PA 17055
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

SECTION J

J - LIST OF ATTACHMENTS

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

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

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.225-7010	Commercial Derivative Military Article--Speciality Metals Compliance Certificate	JUL 2009

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JULY 2013)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 325920.
- (2) The small business size standard is 750 employees.
- (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, Central Contractor Registration, 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 CCR, and has completed the ORCA 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 ORCA 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, Central Contractor Registration.
- (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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (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) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (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 Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--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 \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 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 Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

X (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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

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

X (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 Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA 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
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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)

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS
PRICE
ITEM QUANTITY QUOTATION TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(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 FAPIIS 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)

52.227-6 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)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2013)

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

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

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

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

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

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

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

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

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

X (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) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products.

X (v) 252.225-7031, Secondary Arab Boycott of Israel.

___ (vi) 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.

___ (vii) 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.

(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)

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)

NAVICPKAOI - KAOILN F.O.B. ORIGIN SHIPPING POINTS JAN 1993

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

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

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

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-20 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 2010) - Alternate III	OCT 1997
52.215-20 Alt IV	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data (Oct 2010) - Alternate IV	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.246-7003	Notification of Potential Safety Issues	JAN 2007

CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

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

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

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

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

(End of provision)

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

Any contract awarded as a result of this solicitation will be DX rated order; X 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 (JULY 2011)**

(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 Accounting 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 0082, 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.

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 Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) 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 Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
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 shall include raw materials, parts,		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
		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 ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
		<p>the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)?</p> <p>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)?</p>		
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 of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
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 15-2, Section III Paragraph C	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?		
<u>OTHER</u>				

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</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)

NAVICPLA12 - LA12LY ACCEPTANCE PERIOD APR 2000

(A) If this solicitation is an IFB, any offeror allowing less than the number of 30 calendar days specified in the offer portion of the Standard Form 33 for acceptance by the Government will be rejected as non-responsive.

(B) If this solicitation is an RFP, then unless otherwise specified by the offeror, the Government shall have 60 calendar days from the closing date for receipt of the proposals during which it may accept a proposal submitted hereunder. This same time period for acceptance shall apply to any Proposal Revisions submitted hereunder and shall run from the date fixed for receipt of Proposal Revisions.

(End of clause)

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)

NAVICPLA24 SUBMISSION OF OFFERS FOR LOWEST PRICED, TECHNICALLY ACCEPTABLE OFFERS (OCT 2001)

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 FULL TEXT

52.247-50 NO EVALUATION OF TRANSPORTATION COSTS (APR 1984)

Costs of transporting supplies to be delivered under this contract will not be an evaluation factor for award.

(End of provision)

**MA06LN EVALUATION FOR AWARD (LOWEST PRICED TECHNICALLY ACCEPTABLE) OCT 2001
NAVICPMA06**

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

(End of clause)

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

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

(End of clause)