# SOLICITATION, OFFER AND AWARD

| 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | RATING | PAGE | OF | PAGES |
|---|---|---|---|---|
| | DO-A6 | 1 | | 78 |

| 2. CONTRACT NO. | 3. SOLICITATION NO. | 4. TYPE OF SOLICITATION | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NO. |
|---|---|---|---|---|
| | N00104-15-R-K131 | [ ] SEALED BID (IFB)<br>[X] NEGOTIATED (RFP) | 26 Aug 2015 | N0010416NB037 |

| 7. ISSUED BY | 8. ADDRESS OFFER TO (If other than Item 7) |
|---|---|
| CODE N00104<br>NAVSUP WEAPON SYSTEMS SUPPORT<br>5450 CARLISLE PIKE Vicky Munger-Husler<br>BLDG 311<br>MECHANICSBURG PA 17055<br>TEL: 717-605-1456<br>FAX: | CODE<br>See Item 7<br>TEL:<br>FAX: |

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

## SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg 410 or Electronically until 02:00 PM (Hour) local time 25 Sep 2015 (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 | B. TELEPHONE (Include area code) (NO COLLECT CALLS) | C. E-MAIL ADDRESS |
|---|---|---|---|
| | VICKY J. MUNGER-HUSLER | 717-605-1456 | vicky.munger-husler@navy.mil |

11. TABLE OF CONTENTS

| (X) | SEC. | DESCRIPTION | PAGE(S) | (X) | SEC. | DESCRIPTION | PAGE(S) |
|---|---|---|---|---|---|---|---|
| | | **PART I - THE SCHEDULE** | | | | **PART II - CONTRACT CLAUSES** | |
| X | A | SOLICITATION/ CONTRACT FORM | 1 | X | I | CONTRACT CLAUSES | 30 - 56 |
| X | B | SUPPLIES OR SERVICES AND PRICES/ COSTS | 2 - 9 | | | **PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS** | |
| X | C | DESCRIPTION/ SPECS./ WORK STATEMENT | 10 | X | J | LIST OF ATTACHMENTS | 57 |
| X | D | PACKAGING AND MARKING | 11 - 13 | | | **PART IV - REPRESENTATIONS AND INSTRUCTIONS** | |
| X | E | INSPECTION AND ACCEPTANCE | 14 - 23 | X | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | 58 - 71 |
| X | F | DELIVERIES OR PERFORMANCE | 24 - 26 | | | | |
| X | G | CONTRACT ADMINISTRATION DATA | 27 | X | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | 72 - 76 |
| X | H | SPECIAL CONTRACT REQUIREMENTS | 28 - 29 | X | M | EVALUATION FACTORS FOR AWARD | 77 - 78 |

## 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. | 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: | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | ITEM |
|---|---|---|
| ☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( ) | | |

| 24. ADMINISTERED BY (If other than Item 7) | 25. PAYMENT WILL BE MADE BY |
|---|---|
| CODE | CODE |

| 26. NAME OF CONTRACTING OFFICER (Type or print) | 27. UNITED STATES OF AMERICA | 28. AWARD DATE |
|---|---|---|
| TEL: EMAIL: | (Signature of Contracting Officer) | |

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

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0001 | M264, M55 Electric Ignition Element<br>FFP<br>DWG: DL10534225 Rev. E<br>FOB: Destination<br>NSN: 1377-01-213-6171<br>PURCHASE REQUEST NUMBER: N0010416NB037 | | | | |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0001AA | TECHNICAL DATA<br>FFP<br>See DD Form 1423,<br>Exhibit A<br>FOB: Destination<br>NSN: 1377-01-213-6171<br>PURCHASE REQUEST NUMBER: N0010416NB037 | | | NSP | NSP |
| | | | | | NSP |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0001AB | | 1 | Set | NSP | NSP |

FIRST ARTICLE TEST SAMPLES
FFP
Consists of: 112 Ignition Elements, 10 Sets of parts and 5 Inert Body Assemblies.
Ownership Code: 3
FOB: Destination
NSN: 1377-01-213-6171
PURCHASE REQUEST NUMBER: N0010416NB037

NSP

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0001AC | | 128 | Each | | NSP |

PRODUCTION LOT TEST SAMPLES
FFP
Conisits of: 1 lot of 1,564 each net, plus an additional 128 eacg oer lot for test.
(125 each for test and 3 each for investigative purposes.)
Ownership Code: 3
FOB: Destination
NSN: 1377-01-213-6171
PURCHASE REQUEST NUMBER: N0010416NB037

NSP

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0001AD | | 1,511 | Each | | |
| | M55 Electric Ignition Element<br>FFP<br>DWG: DL10534225 Rev. E<br>FY16 PAN/MC<br>Ownership Code: 5<br>FOB: Destination<br>NSN: 1377-01-213-6171<br>PURCHASE REQUEST NUMBER: N0010416NB037 | | | | |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0001AE | | 15 | Each | | |
| | M55 Electric Ignition Element<br>FFP<br>DWG: DL10534225 Rev. E<br>FMS CASE: TH-P-PNL 16P10TH<br>Ownership Code: 8<br>FOB: Destination<br>NSN: 1377-01-213-6171<br>PURCHASE REQUEST NUMBER: N0010416NB037 | | | | |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0001AF | | 10 | Each | | |

M55 Electric Ignition Element
FFP
DWG: DL10534225 Rev. E
FMS CASE: NZ-P-PAJ 16P15NZ
Ownership Code: 8

FOB: Destination
NSN: 1377-01-213-6171
PURCHASE REQUEST NUMBER: N0010416NB037

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0001AG | | 16 | Each | | |

M55 Electric Ignition Element
FFP
DWG: DL10534225 Rev. E
FMS CASE: NZ-P-PAK 16P16NZ
Ownership Code: 8
FOB: Destination
NSN: 1377-01-213-6171
PURCHASE REQUEST NUMBER: N0010416NB037

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0001AH | | 12 | Each | | |

M55 Electric Ignition Element
FFP
DWG: DL10534225 Rev. E
FMS CASE: BR-P-PAI 16P26BR
Ownership Code: 8
FOB: Destination
NSN: 1377-01-213-6171
PURCHASE REQUEST NUMBER: N0010416NB037

NET AMT

## SECTION B NOTES

SOLICITATION NOTES:

1. **NOTE:** This acquisition is restricted to qualified sources. A qualification package is required for new sources. See FAR Clause 52.209-1 for qualification requirements. Potential vendors must first pre-qualify before any offers will be considered. Prospective contractors may submit offers on supplies bearing different part numbers from those cited in the solicitation. Proposals will not be delayed to qualify new sources.

2. Faxed offers will NOT be accepted.

3. 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.

4. This item is a CSI – Critical Safety Item.

5. All contractual documents (i.e. contracts, purchase orders, task orders, delivery orders and modifications) related to the instant procurement are considered to be "issued" by the Government when copies are either deposited in the mail, transmitted by facsimile, or sent by other electronic commerce methods, such as email. The Government's acceptance of the contractor's proposal constitutes bilateral agreement to "issue" contractual documents as detailed herein.

6. Electronic submission of an offer may be accomplished by attaching your offer to an email directed to x.x@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.

   Vicky.Munger-Husler@navy.mil

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 DL10534225 E 6/22/2009**

a. EXCEPTION to DL10534225 Rev. E:

1. Drawing 5184843 Rev. E is replaced by Rev. G under authority of ECP 11E25LH015.

2. Drawing 707AS114 Rev. J is replaced by Rev. L under authority of ECP 10015E28BS.

2. SPECIFICATIONS:

CLIN SPECIFICATIONS REVISION REVISION DATE

**0001 MIL-I-60231 (OS) B 1/26/1995**

**0001 AMENDMENT 2 - 10/19/1999**

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

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

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

2. Variances – Requests for Variance (RFV) - RFVs shall be designated as Critical, Major, or Minor. RFVs shall be in Contractor format and shall include information outlined in ANSI/EIA-649 section 5.3.4.1 and SAE-EIA-649-1 section 3.3.2. DD Form 1694-MAR 2013 is the preferred format for RFV submissions.

Note: A copy of the preferred RFV Form DD Form 1694 MAR 2013 is available at: https://www.fbo.gov/spg/DON/NAVSUP/N000104/N00104CADPAD/packages.html

The Contractor's assigned RFV number shall use the following numbering format:

a. The last four alpha-numeric characters of the contract number followed by a dash (-).

b. The letter "D", followed by consecutively assigned numeric characters beginning with 001.

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

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

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

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

3. Engineering Change Proposal (ECP) - The Government will maintain configuration control and change authority for all modifications or changes affecting form, fit, function, or interface parameters of the

Equipment and its sub-assemblies. ECPs shall be designated as Major (Class I) or Minor (Class II). ECPs shall be prepared in Contractor format and shall include information outlined in ANSI/EIA-649 section 5.3.1.4. The use of DD Form 1692 is acceptable form for ECP submissions. MIL-HDBK-61 provides additional guidance for preparation of ECPs.
The Contractor's assigned ECP number shall use the following numbering format:
a. The last four alpha-numeric characters of the contract number followed by a dash (-).
b. The letters "ECP", followed by consecutively assigned numeric characters beginning with 001.
Definitions: (See ANSI/EIA 649 and MIL-HDBK-61A for additional guidance on Major (Class I) and Minor (Class II) classifications.)
Major (Class I):
a. A change that affects specified and approved requirements for product attributes, including safety, reliability, and supportability.
b. A change, after establishment of the product baseline, that affects compatibility with interfacing products, including such products as test equipment, support equipment, software, and products furnished by a customer or that affects one or more of the following::
- required calibration to the extent that product identification should be changed
- interchangeability or substitutability of replaceable products, assemblies, or components
- change to add a previously non-qualified supplier, where supplier selection is specified
- requires retrofit of delivered products
Minor(Class II): Affects configuration documentation (released design information), product or processes but does not affect Major Change Criteria.
4. ECP changes to Contractor drawings: Minor (Class II) ECP change authority for Contractor drawings is granted provided there is no change to form, fit or function, as defined herein. Changes to form, fit, or function are Major (Class I) ECP changes and shall be approved by the Navy CCB and technical approval authority prior to implementation. Minor ECP change documentation shall be provided to the Navy technical approval authority for concurrence after Contractor approval. Contractor’s may use their own numbering format for ECP changes to Contractor drawings.
Definitions:
Form: the shape, external size, and marking which uniquely characterizes an item.
Fit: the ability of an item to physically interface or interconnect with and become an integral part of a higher level assembly.
Function: the action[s] that an item is designed to perform including performance, durability and safety.
The following are examples of Major (Class I) changes with regard to function
a. Change to energetic material
b. Change to component material or material properties
c. Change to electrical characteristics.
d. Change in ballistic performance.
If the Navy technical approval authority does not concur with the ECP submitted by the Contractor, then the Contractor is required to revert to the Government approved revision of the drawing per the approved product baseline or to the revision used in the prior lot accepted by the Government. If the Contractor wishes to continue production of the item with the unapproved drawing, then the Government reserves the right to invoke First Article Testing (FAT) per paragraph 2 of “Section E-CAD/PAD Inspection and Acceptance”, or require the Contractor to undergo qualification testing.
5. The Contractor shall submit an electronic copy of any ECP or RFV to the Contracting Officer, Local DCMA QAR, and the technical activity below:
a. Local DCMA QAR
b. NAVSUP WSS Contracting Officer,
Email: Vicky.Munger-Husler@navy.mil
c. NSWC IHEODTD CAD/PAD Dept,
Email: diane.r.smith@navy.mil
6. Technical approval authority for RFVs and ECPs is **NSWC IHEODTD**, Lead CAD/PAD Engineer, Code E2CE, (301) 744-2308.
7. Final approval of any ECP and/or RFV shall be in writing, by the Contracting Officer, NAVSUP Weapon Systems Support.
8. Authorization to accept non-conforming supplies is specifically retained by the Contracting Officer.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY REFERENCE

| | | |
|---|---|---|
| 252.211-7005 | Substitutions for Military or Federal Specifications and Standards | NOV 2005 |

SECTION D

## SECTION D – PACKING, MARKING, AND TRANSPORTATION (MAY 2015)

**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** | **DWG 9233342 (MANDATORY TIGHT PACK) Rev. C** |

2. Marking shall be applied IAW the applicable provisions of MIL-STD-129.
   a. At a minimum, inner container markings for CLIN 0001 shall include:
      National Stock Number and (DoD) Code: *(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 shall include:
      National Stock Number and (DoD) Code: *(see Section "B" for applicable CLIN*)
      Item Nomenclature: *(see section "B" for applicable CLIN)*
      Item Assembly Drawing Number: *(see Section "B" for applicable CLIN*)
      Quantity: As Applicable
      Lot Number: IAW MIL-STD-1168
      Serial Number: Required ( x) N/A ( )
      Gross Weight and Cube: As Applicable
      DoD Contract Number: As Applicable
      POP Markings: (*see Section "D" – Packaging & Marking paragraph 3 – below.)*

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

CAA: USG DOT 'EX NUMBER'

(*see TABLE 1 EX NUMBER COLUMN below for applicable CLIN* ) *Example* CAA: USG DOT 880832

| TABLE 1: United Nations Shipping / Storage Information | | | | | | |
|---|---|---|---|---|---|---|
| CLIN NUM | UN PROPER SHIPPING NAME | UN NUMBER | HAZARD CLASS | COMPA. CODE | NET EXPLOSIVE WT (lbs) | EX NUMBER |
| 0001 | Cartridge, Power Device | 0323 | 1.4 | S | 0.000200 | 1987100973 |

3. The **Contractor shall** perform testing and acquire data necessary to support compliance with Performance Oriented Packaging (POP) requirements of hazardous materials as defined in Title 49, Code of Federal Regulations (CFR), the International Maritime Organization's International Maritime Dangerous Goods (IMDG) Code, and the International Civil Aviation Organization (ICAO) Technical Instructions for the safe transport of hazardous goods. Testing shall be performed in accordance with American Society for Testing and Materials (ASTM) D4919, Testing of Hazardous Material Packaging. The Contractor shall prepare a POP Test Report in accordance with DI-PACK-81059. The test report shall be in accordance with the contract data requirements list (CDRL) DD FORM 1423, sequence number **A002**. A printed copy of the applicable POP report shall be included with each shipment. For

POP Technical Information contact: **NSWC IHEODTD**, Code E26JL, (301) 744-2344.

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

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

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

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

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

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

**NOTE:** The shelf life for CLIN 0001 is: 8 **years and 0 months**.

5. Traceable Seals for shipping containers:

a. Traceable seals are required for delivery of all "ready to issue" (condition code A, B, C, or N) or "pending acceptance" (condition code D) ammunition and ordnance items, including inert configuration items. Traceable seals provide an indication of security and certification of material serviceability and apply to more than just hazardous materials.

b. The Contractor shall ensure traceable seals are properly affixed in accordance with these requirements:

1. Traceable seals are applied to each shipping and storage container at the time of packaging. The shipping container will normally be the outer container.
2. WIRE SEALS: A wire seal is a wire length with an aluminum disk or pellet which is crimped or crushed using a die which imprints a “U.S.” symbol on the disk/pellet. Wire seals are applied to containers having provisions or means for application of wire seals, e.g., metal containers, drums, or cradles and wood boxes with hinged covers and/or latches.
3. LABEL SEALS: A label seal is a nonmetallic label with a pressure sensitive backing and which is printed or stamped with a “U.S” symbol. Label seals are applied to containers which do not have provisions or means for application of wire seals, e.g., fiberboard or wood boxes without hasps or latches.
4. Label seals shall be applied such that the label must be cut or defaced in order to open a container. Adhesives shall adhere well enough to prevent peeling during shipping conditions and well enough to prevent lifting and replacement of the label. Particular consideration shall be given to label seals required to adhere to wood and fiberboard surfaces.

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

May 30, 2001."

## SECTION D – AMMUNITION LOT NUMBERING: MIL-STD-1168 (MAY 2015)

Ammunition lot numbering shall be in accordance with MIL-STD-1168 (and Mil-DTL-85097 for Propellant Actuated Devices). The applicable lot interfix series number will be furnished in the signed contract.

*Lot number formulation shall consist of the following:

a. The Contractor symbol: Only approved symbol is to be used. Requests for approval of marking symbol are to be submitted via the Government Inspector. Refer to MIL-HDBK-1461 for guidance, which is available on the WARP Website.

b. The year and the alpha code designating the month in which final assembly for end item of the representative lot begins.

c. The assigned lot interfix number.

d. The sequence number shall be consecutive for each production lot manufactured under this contract.

e. Serialization of sub-assembly or end item under this contract shall meet the requirements of MIL-STD-1168. Serial numbers Shall Not be repeated on the same part numbered item regardless of changes in lot numbers.

CLAUSES INCORPORATED BY REFERENCE

| | | |
|---|---|---|
| 252.211-7004 | Alternate Preservation, Packaging, and Packing | DEC 1991 |

SECTION E

## SECTION E – PRODUCTION LOT TEST SAMPLES (NSWC TESTING) (MAR 2015)

1. Test samples are required from each production lot. A production lot shall consist of: Net deliverable quantity, plus additional units for Lot Acceptance Test, in accordance with Section B. The performance, tests, and/or other characteristics, which the sample units must meet, shall be in accordance with the requirements of Section C of this contract.

2. The production lot(s) must be manufactured and presented to the Government Quality Assurance Representative (QAR) with all documentation required by section B. The documentation (WAWF-RRs and Ammunition Data Card printed from WARP) accompanying the production lot test samples shall contain the contract number, item, lot number identification, DODIC, NSN, and serial numbers. The presentation of the lot shall be made to the QAR (see clause 52.211-8) calendar days after date of contract to select the production test samples. The samples shall be selected, at random, from each production lot, by the QAR within 48 hours for resident QARs, or 7 calendar days for non-resident QARs after presentation of the lot.

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

3. After the selection of the production lot samples and all required data, the samples shall be furnished and shipped by the Contractor to the testing activity set forth in **Section F** within 15 calendar days of selection at no additional charge to the Government. The production lot test samples shall not be considered received until all data necessary to evaluate the samples is received. (This data includes, but is not limited to, radiographic requirements specified in Section E - Inspection and Acceptance, Ammunition Data Card from WARP, and WAWF-RR.)

4. A production lot test report is required and shall be forwarded in accordance with the DD 1423 sequence number **A003** requirements. The test report shall include all results of testing conducted in accordance with the approved test plan

5. The following activity will conduct production lot testing: **Naval Surface Warfare Center Indian Head Explosive Ordnance Disposal Technology Division**

6. ***Disposition of Production Lot Test Samples***

Units submitted for Production Lot Testing are subject to destructive testing. These units cannot be used to meet fleet support requirements. Samples tested will not be returned to the Contractor. However, in the event there is a failure, or samples are rejected for some other reason, the Contractor may request the return of units not destroyed during testing and/or residual material for disposition/examination. The written request to return rejected units/material shall be received by the Contracting Officer, with a concurrent copy to the testing activity, within fifteen (15) calendar days after notification of rejection. Any units/material returned will be at the Contractor's expense.

7. All other contractual requirements, such as acceptance, shipment, and payment will not be accomplished until the production lot test samples have been tested, approved, and released for service use. The Contractor shall not make shipment of the production lot until receipt of written notification of approval by the Contracting Officer.

8. 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 may be made to the Contractor within sixty (60) calendar days after receipt of the production lot test samples and all necessary data are received by the Government Testing Activity. Upon receipt of written notice accepting a production lot, shipment shall be made as soon as possible and no later than fifteen (15) calendar days after receipt of such notice.

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

b. A notice of conditional approval shall state any further action required of the Contractor. In the event the test sample fails to meet the requirements of the specification or drawing, the Contractor shall submit a Failure Analysis and Corrective Action Report (DD Form 1423, sequence number, **A004**) with all associated costs and expenses to be borne solely by the Contractor.

c. A notice of disapproval shall cite reasons for such. If any production lot test sample(s) is disapproved by the Government and at the Contractor's sole cost and expense, the Contractor may be required, at the option of the Government, to submit an additional production lot test sample(s) for test. After each notification by the Contracting Officer to submit an additional production lot test sample(s), the Contractor shall - at no additional cost to the Government - make any necessary changes, modifications, or repairs to the production

lot or the Government QAR may be required to select another test sample for testing. Such additional test sample(s) shall be furnished to the Government under the terms and conditions and within the time specified in the notification. The Government shall take action on this test sample(s) within sixty (60) calendar days after receipt. The cost of each additional approval, and all costs and expenses related to such test(s) shall be borne solely by the Contractor. **Retest Cost for Item 0001 is: $20,965.00. (*NOTE:* *Test costs are based on actual rates in effect at the time of issuance of the solicitation. In the event of a test failure, actual cost at the time of retest will be assessed.)*** The Government reserves the right to require an equitable decrease of the contract price for any extension of the delivery schedule necessitated by additional tests.

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

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

1. The Contractor shall submit a test plan/procedure for Government approval/disapproval as specified in the Contract Data Requirements List (DD Form 1423, sequence number, **A005**). 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 may be made to the Contractor within 30 calendar days after receipt of the Production 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 may 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 may 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.

9. ATP sections to include the following per the item being procured based on the technical drawing package and detail specification of the item.

1) Ballistic test plan

2) Hydrostatic test plan
3) Magnetic particle test plan
4) Fine/Gross Leak test plan
5) Bridgewire resistance test plan
6) Lock shut test plan

In each section information such the make, model, and calibration dates of equipment shall be provided. In addition a write up of how the test is to be performed is required. The test plan should also include information on major assemblies.

## SECTION E – CAD/PAD INSPECTION AND ACCEPTANCE (MAY 2015)

1. Inspection and acceptance shall be in accordance with DL10534225.

2. The Government reserves the right to invoke the requirement for First Article Testing (FAT) if there is a change in process, facilities, materials, equipment, or production of the item; if two years or more have passed since the item was last manufactured, or if the item has developed a problem. Process is defined as the steps or tasks that are performed to create a product. Facilities is defined as location or buildings where the process(es) are performed to manufacture a product. Materials is defined as all the raw ingredients that are used in the manufacturing of the item. Equipment is defined as all the tools used to manufacture a product. Production is defined as to make, manufacture, or create a product.

3. The age of the energetic materials and components (i.e. ALL explosives, propellants, pyrotechnics, cartridges, and/or initiators) used in the manufacture of these items or sub-components shall not exceed twenty four (24) months based on the original manufacturing date. All energetic materials and components must be traceable to the original DoD qualified manufacturer and compliant with the ITAR part 120 and 121 (http://www.pmddtc.state.gov/regulations_laws/itar.html). Raw (non-blended) ingredients & materials used in blended/mixed energetic materials such as, but not limited to: fuels, oxidizers, binders, curatives, sensitizers, plasticizers, stabilizers etc., shall not exceed six months since date of manufacture and comply with original manufacture's specification or military standard. The Government may waive the energetic and constituent material requirements listed above or portions thereof, on a case-by-case basis (when acceptable to the Government) provided the Contractor furnishes all details of the reason for the waiver and the age, lot numbers, traceability, and other pertinent information/ test data and Certificate of Analysis/ Conformance (COA/COC) of the subject materials or components. The waiver shall be submitted as a RFV and may be subject to, but not limited to, conditions such as sensitivity testing, stabilizer analysis and/or dehumidification at Contractor's cost.

4. The Contractor shall provide and maintain a quality program acceptable to the Government and modeled on ISO 9001:2008 with Technical Corrigendum 1or an equivalent quality system. If the quality program is not modeled on ISO 9001:2008 with Technical Corrigendum 1 the offeror/prospective Contractor shall indicate the quality system proposed along with how it is equivalent, under separate letter submitted with the offer/proposal.

ISO 9001:2008 Other

This quality system along with program specific production documentation shall be made available for review by the Government's representative upon request, at the Contractor's facility at no cost to the Government.

5. The Contractor shall deliver the results of energetic material analyses/test results for the item being procured, delivery in accordance with Contract Data Requirement List (CDRL) DD Form 1423, sequence number **A006**. The Contractor shall have the test equipment and/or capabilities necessary to assure that all energetic materials meet the respective specification requirements. Subcontracting the testing is acceptable. The energetic materials analysis shall contain all of the information listed below, which is specific to the energetic material that is used in the item being procured under the contract. Each test result must identify the proper units of measure.

5.1 **Composite Propellants:** Are propellants that incorporate the use of an oxidizer and a binding material(examples are HTPB, CTPB, etc) with other ingredients, which are used to modify the particular formulation to achieve a desired set of performance requirements. The following must be included in the report for composite propellants. The test methods below shall be used unless an alternate method is required by the detail specifications associated with the item being procured.

5.1.1 Propellant Moisture content shall be tested in accordance with ASTM E203. Alternative tests such as methods 101.5 or 101.6.1 from the latest revision of MIL-STD-28 can be used.

5.1.2 Density shall be tested in accordance with method 510.3 of the latest revision of MIL-STD-286.

5.1.3 Heat of Explosion (HOE) shall be tested in accordance with method 802.1 of the latest revision of MIL-STD-286.

5.1.4 Shore "A" Hardness shall be tested in accordance with section 5.4.20 of the latest revision of MIL-STD-2100.

5.1.5 Uniaxial mechanical properties shall be tested at minimum of three temperatures between -80°F to +225°F. Samples and testing shall be performed in accordance with CPIA Publication No. 21, Class C specimen that shall be tested at a crosshead speed of 2 in/min unless otherwise stated in the contract. A minimum of five samples per temperature is required for testing. The analysis shall include values for maximum stress, stress at rupture, elongation at rupture, elongation at maximum stress, and initial (tangential) modulus at each temperature. Copies of the stress versus strain curves shall be provided as part of the required data.

5.1.6 Propellant/liner/cast bonding shall be tested in accordance with CPIA Publication No. 21, using Conical Bond In Tension (C-BIT) samples for a minimum of three tested temperatures between -80°F to +225°F. A minimum of 4 samples shall be tested at each temperature.

5.1.7 Strand burn rate testing shall be performed at a minimum of three temperatures between -80°F to +225°F. Burn rates shall be recorded for a minimum of four pressures within the operational pressure range of 500 to 12,000 psi. A minimum of 3 samples shall be tested at each temperature and pressure.

5.1.8 The Contractor shall submit chemical composition and ingredients records. At a minimum, the record shall consist of the ingredient weights and ingredient lot/batch number for each batch of propellant.

5.2 **Single/Double/Triple Based propellant:** Are propellants that incorporate the use of nitrocellulose and a combination of nitroglycerin and/or nitroguanidine along with a stabilizer and other ingredients that are used to modify the formulation to achieve a particular performance requirement. The following must be included in the report for single/double/triple based propellants. The test methods mentioned below shall be used unless an alternate method is required by the detail specifications associated with the item being procured.

5.2.1 Propellant Moisture/Volatiles content shall be tested in accordance with one of the following methods 103.5.2, 101.1.2, 101.2.2 of the latest revision of MIL-STD-286.

5.2.2 Density shall be tested in accordance with method 510.3 of the latest revision of MIL-STD-286.

5.2.3 Heat of Explosion (HOE) shall be tested in accordance with method 802.1 of the latest revision of MIL-STD-286.

5.2.4 Shore "A" Hardness shall be tested in accordance with section 5.4.20 of the latest revision of MIL-STD-2100.

5.2.5 Uniaxial mechanical properties shall be tested at minimum of three temperatures between -80°F to +225°F. Samples and testing shall be performed in accordance with CPIA Publication No. 21, Class C specimen that shall be tested at a crosshead speed of 2 in/min unless otherwise stated in the contract. A minimum of five samples per temperature is required for testing. The analysis shall include values for maximum stress, stress at rupture, elongation at rupture, elongation at maximum stress, and initial (tangential) modulus at each temperature. Copies of the stress versus strain curves shall be provided as part of the required data. Alternative methods for obtain the mechanical properties of the material can be used as long as the test methods will provided the results required as listed above.

5.2.6 Stability: The Contractor shall provide baseline stabilizer content test data indicating the percent weight of virgin stabilizer (example 2-NDPA wt. %) and any daughter products (examples 2.4'-DNDPA, 2.2' DNDPA, 2.4-DNDPA wt. %) that may exist for each propellant batch at the time of production for the CAD or PAD end item.

5.2.7 Strand burn rate testing shall be performed at a minimum of three temperatures between -80°F to +225°F. Burn rates shall be recorded for a minimum of four pressures within the operational pressure range of 500 to 12,000 psi. A minimum of 3 samples shall be tested at each temperature and pressure.

5.2.8 Relative Quickness/Force/Vivacity shall be tested in accordance with one of the following test methods 801.1.2 or 804.1 of latest revision of MIL-STD-286.

5.2.9 The Contractor shall submit chemical composition and ingredients records. At a minimum, the record shall consist of the ingredient weights and ingredient lot/batch number for each batch of propellant.

5.3 **Delay compositions:** Also commonly referred to as time delay charge or delay train is a mixture of a fuel, oxidizer, and various additives that results in providing a constant rate of burn for the pyrotechnic charge. The test methods mentioned below shall be used unless an alternate method is required by the detail specifications associated with the item being procured.

5.3.1 Moisture and Volatile content shall be tested in accordance with one of the following methods 101.1.2 or 101.2.2 from the latest revision of MIL-STD-286.
5.3.2 The Contractor shall submit chemical composition and ingredients records. At a minimum, the record shall consist of the ingredient weights and ingredient lot/batch number for each batch of delay mix.
5.3.3 Burn rate testing shall be performed at a minimum of three temperatures between -80°F to +225°F in open air. A minimum of three samples are required per temperature.

5.4 **Linear products:** Are items such as Shield Mild Detonation Cord (SMDC), Mild Detonation Cord (MDC), Flexible Confined Detonation Cord (FCDC), and Thin Linear Explosive (TLX), Linear Shape Charge (LSC), Rapid Deflagrating Cord (RDC), Detonating Transfer Assembly (DTA), Detonating Cord Assemblies (DCA). These items use a mixture of various explosives that transfer an energetic signal at very high velocities or provide a shock stimulus to other items. The test methods mentioned below shall be used unless an alternate method is required by the detail specifications associated with the item being procured.

5.4.1 Moisture and Volatile content shall be tested in accordance with one of the following methods 101.1.2 or 101.2.2 from the latest revision of MIL-STD-286.
5.4.2 The Contractor shall submit chemical composition and ingredients records. At a minimum, the record shall consist of the ingredient weights and ingredient lot/batch number/manufacture date for each batch of propellant.
5.4.3 Detonation velocity or Velocity of Detonation (VoD) results shall be provided on the velocity of the shock wave as it travels through the explosive material. The test shall be performed at a minimum of two temperatures between -80°F to +450°F in open air.
5.4.4 Core Loading: The measured core loading shall be provided for all linear products

5.5 **Other energetic materials:** Are energetic materials that do not fall into the categories mentioned in sections 2.1 through 2.4. Examples of the materials are Boron Potassium Perchlorate (BKNO3), Black (Gun) Powder, and Zirconium Potassium Perchlorate or other ignition materials. The test methods mentioned below shall be used unless an alternate method is required by the detail specifications associated with the item being procured.

5.5.1 Moisture/Volatiles content shall be tested in accordance with one of the following methods 103.5.2, 101.1.2, 101.2.2 of the latest revision of MIL-STD-286.
5.5.2 Heat of Explosion (HOE) shall be tested in accordance with method 802.1 of the latest revision of MIL-STD-286.
5.5.3 Density shall be tested in accordance with method 510.3 of the latest revision of MIL-STD-286.
5.5.4 Crush strength shall be tested in accordance with section 4.6.3 from the latest revision of MIL-P-46994

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

7. Radiographic equipment and procedures shall meet the standards stipulated in the latest revisions of the following specifications: ASTM E1742, ASTM E748, and ASTM E545.

8. Radiographers shall be qualified and certified accordance with the requirements described in specification NAS 410.

9. In order to fulfill contractual requirements, the Contractor must submit acceptable radiographs. Radiographs not conforming to the requirements specified herein will not be reviewed by NSWC IHEODTD. Disposition of

non-conforming radiographs will be by mutual agreement of the parties.

10. Radiographic Test Technique (RTT) shall include specific verifications to be performed (i.e., explosive train free of gaps, voids, and cracks, all charges and components present, etc.). Representative Quality Indicators (RQI) should be used on radiographic film or digital images for all CAD/PAD devices. The RQI (also known as a defect standard) contains a known defect (i.e. missing explosive charge) placed next to a good unit for comparison, to aid in interpretation. Radiographic test technique shall include RQI to be used and RQI placement. IQIs on the radiographic film or digital image must also be used for all PAD devices. The penetrameter must be made of Magnesium, which is radiographically similar to propellant. The thickness of the penetrameter must be 2% of the total propellant thickness. The placement of the penetrameter(s) shall be on the part nearest the edge of the film cassette, at the outer edge of the cone of radiation. This allows for the measurement of the image quality or contract sensitivity at the area of maximum geometric sharpness. The penetrameter sensitivity must be 2-2T unless otherwise noted in the drawings or specification for the item being procured.

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

NSWC IHEODTD
CAD/PAD DEPARTMENT BLDG 1557
ATTN: CODE E21DS
4393 BENSON ROAD
INDIAN HEAD MD 20640-5092

diane.r.smith@navy.mil

a. Test technique information for **ALL radiographs** is specified in section 6 of ASTM E1742, refer to DD 1423 sequence number **A007**. The radiographic images shall display a number of units representative of a production lot. On sample plates/images units shall be positioned on the radiographic plate at the areas of minimum and maximum geometric distortion. Sample Images shall be of the same size and type as used for the production lot. Film densities below 1.5 are permitted when agreed upon between the cognizant engineering organization and the NDT facility.

11. The Contractor shall submit radiographic film as marked (X) below:

| **X-RAYS ( per applicable spec )** | **N-RAYS ( per ASTM E748 )** | **Sample / LOT Description** |
|---|---|---|
| **X** | | Test Technique Required |
| **X** | | First Article Sample |
| **X** | | LOT Acceptance Test Samples |
| **X** | | Production Lot Units |
| | | Explosive Sub-Assemblies (i.e., NON-GFM CTGS, Booster Sleeves, etc.) |

a. Radiographs of Production Lot Units shall include Lot Acceptance Testing (LAT) samples.

12. Radiographs may be produced using film (conventional x-ray), or non-film (digital) techniques such as Digital Detector Array (DDA), or Computed Radiography (CR), with the understanding that the Contractor must be qualified and given prior approval to use digital radiography by NSWC IHEODTD. If digital radiographs are submitted, they shall be in the form of raw data that is Digital Imaging and Communication in Nondestructive Evaluation (DICONDE) compliant. In addition to the raw DICONDE data, 16 bit Tagged Image Format (TIF) images of the digital radiographs must be submitted. The qualification of non-film techniques will be done IAW the latest versions of standards referenced in the latest version of ASTM E1742 (currently ASTM E1742/E1742M-12), such as ASTM E2698 and ASTM E2737 (for the qualification of Digital Detector Array (DDA) detectors), or ASTM E2033 and ASTM E2445 (for the qualification of Computed Radiography (CR) systems). A qualification plan must be submitted to the Level III Radiographer at NSWC Indian Head EODTD for review prior to qualification of the digital x-ray system. Once the qualification plan has been reviewed and approved, the Level III Radiographer at NSWC Indian Head EODTD will conduct a site visit (i.e. audit) to witness the qualification of the digital x-ray system. The results of the tests performed during the digital x-ray system qualification will be documented in a qualification document, which will be submitted to the Level III Radiographer at NSWC Indian Head EODTD. An official approval letter will then be issued by the Commanding Officer, NSWC Indian Head

EODTD, which authorizes the use of the digital system. Follow up audits at regular intervals (i.e. annually) may be conducted to assure the long term stability and performance of the digital x-ray system.

13. The Contractor shall submit a DR or CR sample plate and technique, and also a conventional film sample plate and technique representative of the production lot. The sample plates and techniques will be reviewed by a NSWC IHEODTD Level III Radiographer, to ensure that the image quality of the digital radiograph is comparable to film. Formal notification of the DDA or CR Technique and sample plate Review results will be provided in writing from the Contracting Office. All DR or CR radiographs shall be provided in CD or DVD format containing uncompressed digital images, as previously approved per the applicable Radiographic Test Technique (RTT) and sample plate. After approval of the RTT and sample plate is granted by the government, only DR or CR radiographs will be required. The Contractor may submit conventional film sample plates, if they chose to submit production x-rays on film, instead of using a digital technique.

14. Written notification of approval/rejection of the sample images shall be made by the Contractor after receipt of the RTT and sample images at NSWC IHEODTD. Written approval of the sample images must be received prior to performing radiographic inspection of the production lot units. The Contractor shall then follow the approved technique to produce subsequent radiographs with the same quality as the approved sample images. Any change in the approved radiographic technique or equipment requires submittal and approval of new radiographic sample images at the Contractor's expense.

a. There is hereby created an option for the Government to waive the requirement for submission of a radiographic test technique and sample images. The Contractor may only request a waiver for the submission of the sample plate and RTT as long as the Cognizant Engineering Organization (CEO), which is NSWC IHEODTD, has an approved sample plate and RTT on file from a previous contract, and the x-ray equipment or RTT has not changed since the referenced contract, the following information shall be furnished:

   Approved by _____ Date of approval _____

   Contract number under which approved _____

b. If the submission of the RTT and sample plate is waived, the previously approved technique shall apply to the contract.

c. If the Contractor requests waiver of submission of the RTT and sample plate after time of award, an offer of adequate consideration shall accompany the request.

15. An acceptable radiographic sample image is required for each line item on this contract.

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

- Item Nomenclature and DODIC
- Complete lot number
- Complete contract number
- Government drawing or part number
- Span of serial numbers displayed
- Nonconforming units by serial number and reason for rejection
- Missing units by serial number

Any units found to be nonconforming shall be clearly identified. The specific nature of the non-conformance shall be cited, as well as any assignable cause or analysis related to the occurrence.

17. When undergoing radiographic inspection, each unit in the sample or lot shall be permanently serialized in consecutive numerical order per MIL-STD-1168 before radiographic inspection. Serial numbers shall not be repeated on items with the same part number regardless of changes in the lot number. The numbering shall be from left to right, top to bottom with the first item on the left of each row having the lowest serial number. All annotation must be represented using a method which leaves a permanent image on the film, such as placing lead letters on the film cassette or digital detector prior to each exposure. It is NOT acceptable to use adhesive labels, or to write annotation on the film using a marker or other writing instrument. Units that are missing on a radiograph must be indicated by identifying the serial number of the unit immediately preceding, and immediately following, the missing unit(s).

All units shall be arranged on trays or boards in consecutive numerical order. Radiographs shall reveal internal components. This may require using various techniques which may include multiple exposures, multiple speeds of film being loaded for each exposure, or additional orientation of unit(s) i.e. 0 degree and 90 degree exposures. Any discontinuities in the serial numbers displayed shall be clearly marked on the representative radiographic image.

Specific reasons for the missing serial number(s) and all rejects from the Contractor and QAR inspections prior to radiographic inspection shall be recorded on the radiographic inspection report as described in paragraph 11 and forwarded with the LAT sample. Row-unit-quantities shall be consistent except the ending row of the production lot, which may vary. In addition, serial numbers shall appear at the end of each row when more than 100 units appear on one radiograph image; these serial numbers may appear on tape and be affixed to the radiograph.

18. This radiographic image and report shall be shipped prepaid. The radiographic image and report may be sent prior to or concurrently with the first article or lot acceptance test samples, under separate cover, delivery in accordance with Contract Data Requirement List (CDRL) DD Form 1423, sequence number **A008**. The film shall be placed in film envelopes or sleeves. Radiographic film shall be place into an appropriate shipping container that will not damage the film. The film envelopes shall be placed in either a fiberboard, cardboard, or wooden box. X-rays or N-ray film shall not be placed directly into a shipping container (i.e. FedEx or UPS box). X-ray or N-ray film shall not be rolled up and place in a shipping tube. The film should be flat, and not folded, bent, or otherwise mutilated.

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

- Item Nomenclature and DODIC
- Complete Lot Number
- Complete Contract Number
- Date of radiograph
- Government Drawing or Part Number
- Span of Serial Numbers Displayed
- Name of radiographic facility

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

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

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

22. The Contractor shall have the ballistic test fixtures and/or capabilities to assure that the item being procured meets the specification requirements.

23. The Contractor shall provide upon Government request and at Contractor's own cost, copies of all certificates of compliance for all materials (mechanical properties, alloying) and all quality conformance tests (Hydrostatic, X-ray, Protective Finish, Magnetic Particle, Dye Penetrant).

## 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 **A009**. **A printed copy of the** ADC from WARP **shall be included with each Shipment.**

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

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

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

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

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

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

a. Complete lot number, lot expiration date (month and year)

b. Total lot size (consists of net, test, and investigative).

c. Serial numbers of units shipped to consignee.

d. Net quantity shipped to destination.

1. Item quantity shipped to consignee
2. Total item quantity shipped to consignee
3. Item quantity due consignee

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

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

ISO – 9001:2008

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

Acceptance Shall be: at **(X)** 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

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

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

| LINE / SUBLINE ITEM AND QTY | SHIP TO: | MARK FOR: |
|---|---|---|
| 0001AB 1 LO **(FAT)** | N00174<br>RECEIVING OFFICER<br>NSWC IHEODTD EXPLOSIVE SCALES FACILITY<br>5021 Safe Haven Way<br>Indian Head MD 20640-5173 | **FIRST ARTICLE TEST SAMPLES**<br>Explosive Scales (BLDG 1103/1104)<br>ATTN: CAD Test, Code R36<br>Ownership Code: 3 |
| 0001AC 128 EA **(LAT)** | N00174<br>RECEIVING OFFICER<br>NSWC IHEODTD EXPLOSIVE SCALES FACILITY<br>5021 Safe Haven Way<br>Indian Head MD 20640-5173 | **LOT ACCEPTANCE TEST SAMPLES**<br>Explosive Scales (BLDG 1103/1104)<br>ATTN: CAD Test, Code R36<br>Ownership Code: 3 |
| 0001AD 1,511 EA | N00174<br>Receiving Officer<br>NSWC IHEODTD EXPLOSIVE SCALES FACILITY<br>5021 Safe Haven Way<br>Indian Head, MD 20640-5173 | Explosive Scales (BLDG 1103/1104)<br>Navy Stock & Issue (COG 2E)<br>FY16 PAN/MC<br>Ownership Code: 5<br>Purpose Code: A |
| 0001AE 15 EA | SUPP ADD: PXXPNL<br>DTS Shipment<br>MAPAC: PTHJ00 TAC: 2<br>Priority: 06 | FMS CASE: TH-P-PNL<br>MAPAC: PTHJ00 TAC: M<br>Requisition: PTHJ95-3073-6004 |
| 0001AF 10 EA | SUPP ADD: DZ2PAJ<br>NOA is Required – SDDG EX#<br>MAPAC: DNZ002 TAC: 3<br>Priority: 06 | FMS CASE: NZ-P-PAJ<br>MAPAC: DNZB00 TAC: M<br>REQUISITION: PNZQ85-1339-6017 |
| 0001AG 16 EA | SUPP ADD: DZ2PAK<br>NOA Required – SDDG EX#<br>MAPAC: DNZ002 TAC: 3<br>PRIORITY: 06 | FMS CASE: NZ-P-PAK<br>MAPAC: DNZB00 TAC: M<br>REQUISITION: PNZB85-5109-6002 |
| 0001AH 12 EA | SUPP ADD: PX7PAI<br>NOA IS REQUIRED – SDDG EX#<br>MAPAC: PBR007 TAC: 3<br>PRIORITY: 06 | FMS CASE: BR-P-PAI<br>MAPAC: PBRG00 TAC: M<br>REQUISITION: |

**CAD/PAD ADDITIONAL NOTES:**

a. A WAWF-RR shall be furnished for each lot of test samples shipped.

b. The following data shall be furnished on the WAWF-RR shipping document.

1. Lot Number
2. Lot Size Total (consists of net, test and investigative)
3. Net quantity shipped to consignee
   a. Item quantity shipped to consignee
   b. Total item quantity shipped to consignee
   c. Item quantity due consignee
   d. GBL and method of shipment

4. Test units - lot size represented by number of test units forwarded for test. (Total test units equals test samples plus investigative or retained samples.)
5. The WAWF-RR shall be marked as applicable, i.e., "First Article Test Sample," "Lot Acceptance Test Sample," "Production M/F Stock and Issue" and/or other mark for (M/F) instructions contained in this section.

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

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

COMMANDER NSWC IHEODTD FAX: 301-744-6699 **ATTN:** CODE: E21DS

## *52.211-8 TIME OF DELIVERY

**The Government requires delivery to be made according to the following schedule:**

>> NAVSUP AMMO **Delete Any Row or Column NOT required & this RED Table!**

Delivery KEY:

| | | | |
|---|---|---|---|
| **FAT** = | First Article Test | **DAFATA** = | Days After FAT Approval |
| **LAT** = | Lot Acceptance Test | **DALATA** = | Days After LAT Approval |
| **DADC** = | Days After Date of Contract | **DAR-GFMS** = | Days After Receipt of GFM Assets |

REQUIRED DELIVERY SCHEDULE

| ITEM | QUANTITY | Info | Days |
|---|---|---|---|
| 0001AB (FAT) | 1 LO | FAT Samples | 60 DADC |
| 0001AC (LAT) | 128 EA | FAT/LAT | 240 DAFATA |
| A001 | | Product Baseline | 90 DADC |
| A004 | | Failure Analysis | 90 DADC |
| A005 | | Acceptance Test Plan | 195 DADC |
| A007 | | Radiographic Test Sample Plate Technique | 195 DADC |
| A002 | | Pop TestFailure Analysis | 240 DADC |
| A006 | | Energetic Mtls Analysis | 240 DADC |
| A008 | | Radiographic Film & Report | 240 DADC |
| A009 | | Ammo Data Card | 240 DADC |
| A010 | | Failure Analysis | 240 DADC |
| 0001AD | 1,511 EA | | 337 DAFATA |
| 0001AE | 15 EA | | 337 DAFATA |
| 0001AF | 10 EA | | 337 DAFATA |
| 0001AG | 16 EA | | 337 DAFATA |
| 0001AH | 12 EA | | 337 DAFATA |

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 | Info | Days |
|---|---|---|---|
| 0001AB (FAT) | 1 LO | FAT Samples | |
| 0001AC (LAT) | 128 EA | FAT/LAT | |
| A001 | | Product Baseline | |
| A004 | | Failure Analysis | |
| A005 | | Acceptance Test Plan | |

| | | | |
|---|---|---|---|
| A007 | | Radiographic Test Sample Plate Technique | |
| A002 | | Pop TestFailure Analysis | |
| A006 | | Energetic Mtls Analysis | |
| A008 | | Radiographic Film & Report | |
| A009 | | Ammo Data Card | |
| A010 | | Failure Analysis | |
| 0001AD | 1511 EA | | |
| 0001AE | 15 EA | | |
| 0001AF | 10 EA | | |
| 0001AG | 16 EA | | |
| 0001AH | 12 EA | | |

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

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 |
| 52.247-52 | Clearance and Documentation Requirements-Shipments to DOD Air or Water Terminal Transshipment Points | FEB 2006 |
| 252.247-7023 | Transportation of Supplies by Sea | APR 2014 |
| 252.247-7028 | Application for U.S. Government Shipping Documentation/Instructions | JUN 2012 |

SECTION G

## SECTION G – ACCOUNTING DATA

Accounting data will be cited at time of award.

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 *(ATTACH TO GBL MEMORANDUM COPY)* |
| 1*<br>1* | 1 | **S** | 0001<br>0001 | NSWC IHEODTD<br>CAD/PAD DEPARTMENT BLDG 1557<br>4393 BENSON ROAD<br>INDIAN HEAD MD 20640-5092<br>**Code: E21DS** diane.r.smith@navy.mil<br>**Code: E26** nswc_iheodtd_dmo@navy.mil |
| | 1 | | 0001 | COMMANDER<br>NAVSUP WEAPON SYSTEMS SUPPORT<br>5450 CARLISLE PIKE PO BOX 2020 BLDG 410<br>MECHANICSBURG PA 17055-0788<br>**ATTN: Code N742.XX** *Administrator will be determined at time of award.* |
| 1* | | | 0001 | COMMANDER<br>US ARMY MUNITIONS & ARMAMENTS COMMAND<br>ROCK ISLAND IL 61299-6000<br>**ATTN: AMSOS-PBQ** Annemarie.gephart@us.army.mil |
| | 1 | | 0001AD | COMMANDER<br>NAVSUP LOGISTICS OPERATIONS CENTER<br>5450 CARLISLE PIKE PO BOX 2011<br>MECHANICSBURG PA 17055-7035<br>**ATTN: Code N413.12C** Lewis.ledford@navy.mil |

## SECTION H – MAINTENANCE OF DATA (MAY 2015)

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

Section I - Contract Clauses

SECTION I

## SECTION I – FIRST ARTICLE APPROVAL (GOVERNMENT TESTING ALT I): 52.209-4 (JAN 1997)

(a) The Contractor shall deliver Section B: 1 LO unit(s) of Lot/Item 1/M55 Electric Ignition Element within 120 calendar days from the date of this contract to the Government at N00174 Receiving Officer NSWC IHEODTD Explosive Scales Facility 5021 Safe Haven Way Indian Head, MD 20640-5173 for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 60 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

> (1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and
>
> (2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

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

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

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

> (1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

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

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

Note**:** In the event the First Article 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, **A010**).

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

1. 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.

2. 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:

| NOMENCLATURE | NATIONAL STOCK NUMBER | SENSITIVITY CATEGORY |
|---|---|---|
| M55 Electric Ignition Element | 1377-01-213-6171 | **U** |

3. 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.

4. 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.

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

6. The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--
   a. For the development, production, manufacture, or purchase of AA&E; or
   b. When AA&E will be provided to the subcontractor as Government-furnished property.

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

CLAUSES INCORPORATED BY REFERENCE

| | | |
|---|---|---|
| 52.202-1 | Definitions | NOV 2013 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | MAY 2014 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | SEP 2006 |
| 52.203-7 | Anti-Kickback Procedures | MAY 2014 |

| | | |
|---|---|---|
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | MAY 2014 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | MAY 2014 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | OCT 2010 |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights | APR 2014 |
| 52.204-2 | Security Requirements | AUG 1996 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | JUL 2013 |
| 52.204-13 | System for Award Management Maintenance | JUL 2013 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | JUL 2015 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | AUG 2013 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations | DEC 2014 |
| 52.211-5 | Material Requirements | AUG 2000 |
| 52.211-15 | Defense Priority And Allocation Requirements | APR 2008 |
| 52.215-2 | Audit and Records--Negotiation | OCT 2010 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.215-14 | Integrity of Unit Prices | OCT 2010 |
| 52.215-14 Alt I | Integrity of Unit Prices (Oct 2010) - Alternate I | OCT 1997 |
| 52.219-6 | Notice Of Total Small Business Set-Aside | NOV 2011 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2014 |
| 52.219-14 | Limitations On Subcontracting | NOV 2011 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards- Overtime Compensation | MAY 2014 |
| 52.222-19 | Child Labor -- Cooperation with Authorities and Remedies | JAN 2014 |
| 52.222-20 | Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000 | MAY 2014 |
| 52.222-21 | Prohibition Of Segregated Facilities | APR 2015 |
| 52.222-26 | Equal Opportunity | APR 2015 |
| 52.222-35 | Equal Opportunity for Veterans | JUL 2014 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | JUL 2014 |
| 52.222-37 | Employment Reports on Veterans | JUL 2014 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 2010 |
| 52.222-50 | Combating Trafficking in Persons | MAR 2015 |
| 52.222-54 | Employment Eligibility Verification | AUG 2013 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | AUG 2011 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.227-1 | Authorization and Consent | DEC 2007 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | DEC 2007 |
| 52.229-3 | Federal, State And Local Taxes | FEB 2013 |
| 52.232-8 | Discounts For Prompt Payment | FEB 2002 |
| 52.232-11 | Extras | APR 1984 |
| 52.232-16 Alt I | Progress Payments (Apr 2012) - Alternate I | MAR 2000 |

| | | |
|---|---|---|
| 52.232-17 | Interest | MAY 2014 |
| 52.232-18 | Availability Of Funds | APR 1984 |
| 52.232-23 | Assignment Of Claims | MAY 2014 |
| 52.232-25 | Prompt Payment | JUL 2013 |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management | JUL 2013 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | DEC 2013 |
| 52.233-1 | Disputes | MAY 2014 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-1 | Changes--Fixed Price | AUG 1987 |
| 52.244-6 | Subcontracts for Commercial Items | APR 2015 |
| 52.246-23 | Limitation Of Liability | FEB 1997 |
| 52.247-1 | Commercial Bill Of Lading Notations | FEB 2006 |
| 52.248-1 | Value Engineering | OCT 2010 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | APR 2012 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.204-7000 | Disclosure Of Information | AUG 2013 |
| 252.204-7002 | Payment For Subline Items Not Separately Priced | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7005 | Oral Attestation of Security Responsibilities | NOV 2001 |
| 252.204-7011 | Alternative Line Item Structure | SEP 2011 |
| 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 Country that is a State Sponsor of Terrorism | DEC 2014 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.225-7001 | Buy American And Balance Of Payments Program-- Basic (Nov 2014) | NOV 2014 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | DEC 2012 |
| 252.225-7005 | Identification Of Expenditures In The United States | JUN 2005 |
| 252.225-7007 | Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies | SEP 2006 |
| 252.225-7009 | Restriction on Acquisition of Certain Articles Containing Specialty Metals | OCT 2014 |
| 252.225-7012 | Preference For Certain Domestic Commodities | FEB 2013 |
| 252.225-7016 | Restriction On Acquisition Of Ball and Roller Bearings | JUN 2011 |
| 252.225-7021 | Trade Agreements--Basic (Nov 2014) | NOV 2014 |
| 252.225-7028 | Exclusionary Policies And Practices Of Foreign Government | APR 2003 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items | FEB 2014 |
| 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government | JUN 1995 |

| | | |
|---|---|---|
| 252.227-7030 | Technical Data--Withholding Of Payment | MAR 2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | JUN 2013 |
| 252.232-7002 | Progress Payments For Foreign Military Sales Acquisitions | DEC 1991 |
| 252.232-7004 | DOD Progress Payment Rates | OCT 2014 |
| 252.232-7004 | DOD Progress Payment Rates | OCT 2014 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |
| 252.244-7000 | Subcontracts for Commercial Items | JUN 2013 |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2008 |
| 252.246-7001 | Warranty Of Data | MAR 2014 |

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)

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

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

**AGENCY NAME / ADDRESS**

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

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

Offeror's Name _____
Manufacturer's Name _____
Source's Name _____
Item Name _____
Service Identification _____
Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not in 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 the 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 interests, 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 reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)

(Contracting Officer shall insert details)

(a) The Contractor shall deliver unit(s) of Lot/Item within calendar days from the date of this contract to the Government at (insert name and address of the testing facility) for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

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

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

Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

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

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

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding _____ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is _____dollars.

(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)

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

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

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

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

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

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

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

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

(End of clause)

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/dfarspgi/current/

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)

(a) Definitions.

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

(i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;

(ii) An unacceptable risk of personal injury or loss of life; or

(iii) An uncommanded engine shutdown that jeopardizes safety.

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

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

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

(i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or

(ii) An unacceptable risk of personal injury or loss of life.

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

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---
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(Insert additional lines as necessary)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

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

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

(b) The Offeror represents that –

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause'

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

Concatenated unique item identifier means--

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

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

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

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

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

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

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

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

Government's unit acquisition cost means--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| Contract line, subline, or exhibit line item No. | Item description |
|---|---|
| 0001 1377-01-213-6171, M264 | M55 Ignition Element |

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

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

(5) Enterprise identifier (if concatenated unique item identifier is used).**

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

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

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

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

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

(11) Description.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

** Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph

(c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

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

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

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

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

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

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

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

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

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

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

| MATERIAL (If None, Insert "None.") | ACT |
|---|---|
| _____ | _____ |

_____ _____

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

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

(End of clause)

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

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

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

(i) Bulk,

(ii) Ammunition;

(iii) Rockets;

(iv) Missiles;

(v) Warheads;

(vi) Devices; and

(vii) Components of (i) through (vi), except for wholly inert items.

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

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

(ii) Flammable liquids;

(iii) Acids;

(iv) Powdered metals; or

(v) Oxidizers;

(vi) Other materials having fire or explosive characteristics.

(b) Safety requirements.

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

contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

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

(c) Noncompliance with the manual.

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

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

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

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

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

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

(1) Notify the Contracting Officer immediately;

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

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

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

(i) The Contractor's personnel and property;

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

(iii) The general public.

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

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

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

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

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

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

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

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

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

(End of clause)

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

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

(End of clause)

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

(a) Definition.

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

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

| NOMENCLATURE | NATIONAL STOCK NUMBER | SENSITIVITY CATEGORY |
|---|---|---|
| | | **U** |
| | | **U** |

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

(End of Clause)

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

(a) Definitions. As used in this clause–

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

_____

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

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

_____

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

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

Routing Data Table*

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

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

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

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

_____

_____

(Contracting Officer: Vicky.Munger-Husler@navy.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.

_____

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

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

(End of clause)

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

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

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

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

| | |
|---|---|
| NAME: | First Last |
| EMAIL ADDRESS: | Vicky.Munger-Husler@navy.mil |
| TELEPHONE: | 717-605-1456 |

(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 pereson 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

# SECTION J - LIST OF ATTACHMENTS

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

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

Attachments:

( ) Special Packaging Instructions
(X ) Technical Data Package
( ) Contract Security Classification Spec DD 254
( ) REP Ship
( ) Air Spec
( ) GFP Schedule
( ) fill in any additional attachments

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 325920.

(2) The small business size standard is 750.

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

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

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

( ) Paragraph (d) applies.

( ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
(C) The solicitation is for utility services for which rates are set by law or regulation.
(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.
(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
(A) Are not set aside for small business concerns;

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

X (i) 52.204-17, Ownership or Control of Offeror.

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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

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

(End of provision)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)

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

Commercial and Government Entity (CAGE) code means—

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

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

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

(c) CAGE codes may be obtained via--

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and

Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

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

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

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

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

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

(End of Provision)

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

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

Commercial and Government Entity (CAGE) code means—

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

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

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

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

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

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

Immediate owner CAGE code:
___
Immediate owner legal name: ___

(Do not use a ``doing business as'' name)

Is the immediate owner owned or controlled by another entity?:
[ ___ ] Yes or [ ___ ] No.

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

Highest-level owner CAGE code:
___
Highest-level owner legal name:
___

(Do not use a ``doing business as'' name)

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ Black American.

___ Hispanic American.

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

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

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

___ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.247-53 FREIGHT CLASSIFICATION DESCRIPTION (APR 1984)

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

FOR FREIGHT CLASSIFICATION PURPOSES, OFFEROR DESCRIBES THIS COMMODITY AS _____.

(End of provision)

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

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

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

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

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

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

(End of clause)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

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

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

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

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

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

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

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

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

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

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

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

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

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

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

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

____ Use with Alternate I.

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

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

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

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

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

(End of provision)

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

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

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

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

(End of provision)

**PREAWARD SURVEY-AMMUNITION AND EXPLOSIVES**

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

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

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

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

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

(1) ASSIST (https://assist.dla.mil/online/start/);

(2) Quick Search (http://quicksearch.dla.mil/);

(3) ASSISTdocs.com (http://assistdocs.com).

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

(1) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Counsel for the Naval Supply Weapon Systems Support - Mechanicsburg, Code N0GC, 5450 Carlisle Pike, P O Box 2020, Mechanicsburg, PA 17055-0788; ***or*** BID ROOM Naval Supply Weapon Systems Support – Philadelphia, Building 1, 700 Robbins Avenue, Philadelphia, PA 19111-0598.

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

(End of provision)

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

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

FAR Clauses: http://acquisition.gov/far/
DFARS Clauses: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/

(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.

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

(End of provision)

252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT- FURNISHED MATERIAL (DEC 1991)

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of this contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

| Precious Metal* | Quantity | Deliverable Item (NSN and Nomenclature) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

* If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

(End of clause

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)

**REVIEW OF AGENCY PROTEST**

In accordance with FAR 33.103(d)(4), interested parties may request an independent, level above the contracting officer, review of any protest filed with the agency. This request for an independent review may be made in lieu of a protest to the contracting officer, or as an appeal to a contracting officer protest decision. If requested as a result of an appeal, the timeliness rules for a GAO protest are not extended.
The individual that will conduct the independent review is the Chief of the Contracting Office. Interested parties requesting to have an independent review of a protest or to appeal a contracting officer protest decision shall address protests to:
Independent Protest Review Official
NAVSUP Weapon Systems Support –M Code 02
Building 1
700 Robbins Avenue
Philadelphia PA 19111-5098
OR Independent Protest Review Official
NAVSUP Weapon Systems Support –M Code 02
Building 410, South End Bay B29
5450 Carlisle Pike, PO Box 2020
Mechanicsburg, PA 17055-0788

(End of clause)

SUBMISSION OF OFFERS FOR LOWEST PRICED, TECHNICALLY ACCEPTABLE OFFERS

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

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

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

Alternate proposals are not authorized.

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

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

| | | |
|---|---|---|
| 52.247-50 | No Evaluation Of Transportation Costs | APR 1984 |
| 5252.215-9401 | Evaluation Of First Article Testing (June 1992) | AUG 2009 |

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

**EVALUATION CRITERIA AND BASIS FOR AWARD -SINGLE AWARD**

The Government intends to make a single award to the eligible, responsible, technically acceptable offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and past performance considered. The offeror's proposal shall be in the form prescribed by, and shall contain a response to each oft he areas identified in the Section L solicitation provision entitled "Submission of Proposals." Only those proposals prepared in accordance with the solicitation will be evaluated. The evaluation will consider past performance as more important than price. The Government reserves the right to award the contract to other than the lowest priced offer.

1. Past Performance. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Offerors lacking relevant past performance history will receive a neutral rating for past performance. However, the proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other offerors. The offeror must provide the information requested in the Provision entitled Submission of Proposals in Section L for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offeror failing to provide the past performance information or to assert that it has no relevant directly related or similar past performance will be considered ineligible for award. The Government, in addition to other information received, may utilize the Navy's *Red/Yellow/Green* (RYG) Program to evaluate past performance. The RYG Program accumulates data on suppliers by Federal Supply Class (FSC). The Government will consider RYG Program data for the Federal Supply Classes of all items included in this procurement. The RYG Program classification are summarized as follows: Green Low Risk Yellow Moderate Risk Red High Risk Neutral No Risk Established

2. Price. Price is a secondary factor after past performance.

(End of clause)

# CONTRACT DATA REQUIREMENTS LIST
*(1 Data Item)*

*Form Approved*
*OMB No. 0704-0188*

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| A. CONTRACT LINE ITEM NO. | B. EXHIBIT | C. CATEGORY: |
|---|---|---|
| 0001 | A | TDP ____ TM ____ OTHER X |

| D. SYSTEM/ITEM | E. CONTRACT/PR NO. | F. CONTRACTOR |
|---|---|---|
| M55 IGNITION ELEMENT | N0010416NB037 | |

| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | 3. SUBTITLE |
|---|---|---|
| A001 | PRODUCT BASELINE | |

| 4. AUTHORITY *(Data Acquisition Document No.)* | 5. CONTRACT REFERENCE | 6. REQUIRING OFFICE |
|---|---|---|
| DI-CMAN-81218 | SEE BLOCK 16 | NSWC IHEODTD, CODE E21DS |

| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | 12. DATE OF FIRST SUBMISSION |
|---|---|---|---|
| DD | D | SEE BLOCK 16 | 90 DAC |

| 8. APP CODE | 11. AS OF DATE | 13. DATE OF SUBSEQUENT SUBMISSION |
|---|---|---|
| N/A | N/A | SEE BLOCK 16 |

**14. DISTRIBUTION**

| a. ADDRESSEE | b. COPIES Draft | Final Reg | Final Repro |
|---|---|---|---|
| SEE BLOCK 16 | 0 | 1 | 0 |
| 15. TOTAL | 0 | 1 | 0 |

**16. REMARKS**

Block 5. Contract Reference SECTION C – Section C - Description and Specifications paragraph 3.

Block 9. DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only (Critical Technology) (Date of Contract Award). Other requests shall be referred to (NSWC IHEODTD Code E26).

WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration act of 1979 (Title 50, U.S.C., App. 2401 et seq.), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

Block 10. Required to be submitted once per contract, per item being procured.

Block 13. Date of subsequent submission - Revision only required when an approved Engineering Change Proposal (ECP) has changed the contractor's Technical Drawing Package (TDP) for item(s) called out in section C.

Block 14. Distribution Addresses:

N00174
CAD/PAD Department
NSWC IHEODTD
Attn: Code E21DS
4393 Benson Road
Indian Head, MD 20640-5092

W81YW B
Commander
Headquarters Industrial Operation Command
Attn: code AMSRD-AAR-AIL-TP
Rock Island IL 61299-600

Cognizant DCMA (Indicated in Block 6 of SF26)

| G. PREPARED BY | H. DATE | I. APPROVED BY | J. DATE |
|---|---|---|---|
| Diane R. Smith | 6/26/2015 | BRUCE W. PIEGOLS | 7/16/15 |

# CONTRACT DATA REQUIREMENTS LIST
*(1 Data Item)*

*Form Approved*
*OMB No. 0704-0188*

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| A. CONTRACT LINE ITEM NO. | B. EXHIBIT | C. CATEGORY: TDP ____ TM ____ OTHER X |
|---|---|---|
| 0001 | A | |

| D. SYSTEM/ITEM | E. CONTRACT/PR NO. | F. CONTRACTOR |
|---|---|---|
| M55 IGNITION ELEMENT | N0010416NB037 | |

| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | 3. SUBTITLE |
|---|---|---|
| A002 | PERFORMANCE ORIENTED PACKAGING TEST REPORT | |

| 4. AUTHORITY *(Data Acquisition Document No.)* | 5. CONTRACT REFERENCE | 6. REQUIRING OFFICE |
|---|---|---|
| DI-PACK-81059A (SEE BLOCK 16) | SEE BLOCK 16 | NSWC IHEODTD, CODE E21DS |

| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | 12. DATE OF FIRST SUBMISSION |
|---|---|---|---|
| DD | D | SEE BLOCK 16 | SEE BLOCK 16 |
| **8. APP CODE** | | **11. AS OF DATE** | **13. DATE OF SUBSEQUENT SUBMISSION** |
| N/A | | N/A | SEE BLOCK 16 |

**16. REMARKS**

Block 4. Modifications to DI-PACK-81059A -The test report shall indicate the appropriate POP markings.

Block 5. Contract Reference - Section D - Packaging,Marking, and Transportation - Paragraph 4.

Block 9. - DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only (Critical Technology) (Date of Contract Award). Other requests shall be referred to (NSWC IHEODTD Code E26).

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Block 10. Once per lot per contract line item

Blocks 12 and 13. Due at the time of submission of lot acceptance test samples for each and every lot on the contract.

Block 14. Distribution Addresses:
A printed copy of the applicable POP report shall be included with each shipment.
See section D-Packaging and Marking for applicable POP report
See Section - Deliveries or Performance for applicable delivery address(es)

N00174
CAD/PAD Department
NSWC IHEODTD
Attn: Code E21DS
4393 Benson Road
Indian Head, MD 20640-5092

W81YW B
Commander
Headquarters Industrial Operation Command
Attn: code AMSRD-AAR-AIL-TP
Rock Island IL 61299-600

Cognizant DCMA (Indicated in Block 6 of SF26)

**14. DISTRIBUTION**

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| SEE BLOCK 16 | 0 | 1 | 0 |
| **15. TOTAL** | 0 | 1 | 0 |

| G. PREPARED BY | H. DATE | I. APPROVED BY | J. DATE |
|---|---|---|---|
| Diane R. Smith | 6/26/2015 | BRUCE W. PIEGOLS | 7/16/15 |

# CONTRACT DATA REQUIREMENTS LIST
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*Form Approved*
*OMB No. 0704-0188*

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| A. CONTRACT LINE ITEM NO. | B. EXHIBIT | C. CATEGORY: |
|---|---|---|
| 0001 | A | TDP ____ TM ____ OTHER X |

| D. SYSTEM/ITEM | E. CONTRACT/PR NO. | F. CONTRACTOR |
|---|---|---|
| M55 IGNITION ELEMENT | N0010416NB037 | |

| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | 3. SUBTITLE |
|---|---|---|
| A003 | TEST/INSPECTION REPORTS | Lot Acceptance/First Article Test Report |

| 4. AUTHORITY *(Data Acquisition Document No.)* | 5. CONTRACT REFERENCE | 6. REQUIRING OFFICE |
|---|---|---|
| DI-NDTI-80809B | SEE BLOCK 16 | NSWC IHEODTD, CODE E21DS |

| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | 12. DATE OF FIRST SUBMISSION |
|---|---|---|---|
| DD | D | SEE BLOCK 16 | SEE BLOCK 16 |

| 8. APP CODE | 11. AS OF DATE | 13. DATE OF SUBSEQUENT SUBMISSION |
|---|---|---|
| N/A | N/A | SEE BLOCK 16 |

**14. DISTRIBUTION**

| a. ADDRESSEE | b. COPIES Draft | Final Reg | Final Repro |
|---|---|---|---|
| SEE BLOCK 16 | 0 | 1 | 0 |
| 15. TOTAL | 0 | 1 | 0 |

**16. REMARKS**

Block 5. Contract Reference Section E - Production Lot Test Samples (NSWC IHEODTD) paragraph 4 or Section E Production Lot Test Samples (Contractor testing) paragraph 6 or both.

Block 9. DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only (Critical Technology) (Date of Contract Award). Other requests shall be referred to (NSWC IHEODTD Code E26).

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Block 10. Frequency- One report for each production or First Article lot that is produced.

Blocks 12 and 13. A report shall be provided no later than 15 days from the completion of testing for each lot.

Block 14. Distribution Addresses:

N00174
CAD/PAD Department
NSWC IHEODTD
Attn: Code E21DS
4393 Benson Road
Indian Head, MD 20640-5092

N00104
Commander
NAVSUP Weapons Systems Support
Attn: Code 0242
5450 Carlisle Pike
Mechanicsburg PA 10755-0788

Cognizant DCMA (Indicated in Block 6 of SF26)

| G. PREPARED BY | H. DATE | I. APPROVED BY | J. DATE |
|---|---|---|---|
| Diane R. Smith | 6/26/2015 | BRUCE W. PIEGOLS | 7/16/15 |

# CONTRACT DATA REQUIREMENTS LIST
*(1 Data Item)*

*Form Approved*
*OMB No. 0704-0188*

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| A. CONTRACT LINE ITEM NO. | B. EXHIBIT | C. CATEGORY: TDP ____ TM ____ OTHER ____ |
|---|---|---|
| 0001 | A | X |

| D. SYSTEM/ITEM | E. CONTRACT/PR NO. | F. CONTRACTOR |
|---|---|---|
| M55 IGNITION ELEMENT | N0010416NB037 | |

| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | 3. SUBTITLE |
|---|---|---|
| A004 | FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT | |

| 4. AUTHORITY *(Data Acquisition Document No.)* | 5. CONTRACT REFERENCE | 6. REQUIRING OFFICE |
|---|---|---|
| DI-SESS-81315B | SEE BLOCK 16 | NSWC IHEODTD, CODE E21DS |

| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | 12. DATE OF FIRST SUBMISSION |
|---|---|---|---|
| LT | D | SEE BLOCK 16 | SEE BLOCK 16 |

| 8. APP CODE | 11. AS OF DATE | 13. DATE OF SUBSEQUENT SUBMISSION |
|---|---|---|
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|---|---|---|---|
| SEE BLOCK 16 | 0 | 1 | 0 |
| 15. TOTAL | 0 | 1 | 0 |

**16. REMARKS**

Block 5. Contract Reference Section E - Production Lot Test Samples (NSWC IHEODTD) paragraph 8b or Section E Production Lot Test Samples (Contractor testing) paragraph 8b or both.

Block 9. DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only (Critical Technology) (Date of Contract Award). Other requests shall be referred to (NSWC IHEODTD Code E26).

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Block 10. Frequency- Is determined by the number of Lot Acceptance Test (LAT) failures.

Blocks 12. Date of first submission - An preliminary report is due no later than 15 days after notification of lot failure. A final report is due 30 days after notification of lot failure.

Block 13 - Date of Subsequent Submission- NLT 15 days after failure analysis completion of second failed lot and beyond.

Block 14. Distribution Addresses:

N00174
CAD/PAD Department
NSWC IHEODTD
Attn: Code E21DS
4393 Benson Road
Indian Head, MD 20640-5092

N00104
Commander
NAVSUP Weapons Systems Support
Attn: Code 0242
5450 Carlisle Pike
Mechanicsburg PA 10755-0788

Cognizant DCMA (Indicated in Block 6 of SF26)

| G. PREPARED BY | H. DATE | I. APPROVED BY | J. DATE |
|---|---|---|---|
| Diane R. Smith | 6/26/2015 | BRUCE W. PIEGOLS | 7/16/15 |

# CONTRACT DATA REQUIREMENTS LIST
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|---|---|---|
| 0001 | A | X |

| D. SYSTEM/ITEM | E. CONTRACT/PR NO. | F. CONTRACTOR |
|---|---|---|
| M55 IGNITION ELEMENT | N0010416NB037 | |

| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | 3. SUBTITLE |
|---|---|---|
| A005 | ACCEPTANCE TEST PLAN | Lot acceptance/First Article Test |

| 4. AUTHORITY *(Data Acquisition Document No.)* | 5. CONTRACT REFERENCE | 6. REQUIRING OFFICE |
|---|---|---|
| DI-QCIC-80553A | SEE BLOCK 16 | NSWC IHEODTD, CODE E21DS |

| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | 12. DATE OF FIRST SUBMISSION |
|---|---|---|---|
| DD | D | SEE BLOCK 16 | 60DAC |

| 8. APP CODE | 11. AS OF DATE | 13. DATE OF SUBSEQUENT SUBMISSION |
|---|---|---|
| N/A | N/A | N/A |

**16. REMARKS**

Block 5. Contract Reference Section E - Inspection and Acceptance of Test Plans/Procedures paragraph 1.

Block 9. DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only (Critical Technology) (Date of Contract Award). Other requests shall be referred to (NSWC IHEODTD Code E26).

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Block 10. Once per contract per line item being procured.

Block 14. Distribution Addresses:

N00174
CAD/PAD Department
NSWC IHEODTD
Attn: Code E21DS
4393 Benson Road
Indian Head, MD 20640-5092

N00104
Commander
NAVSUP Weapons Systems Support
Attn: Code 0242
5450 Carlisle Pike
Mechanicsburg PA 10755-0788

Cognizant DCMA (Indicated in Block 6 of SF26)

**14. DISTRIBUTION**

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| 15. TOTAL → | 0 | 1 | 0 |

| G. PREPARED BY | H. DATE | I. APPROVED BY | J. DATE |
|---|---|---|---|
| Diane R. Smith | 6/26/2015 | BRUCE W. PIEGOLS | 7/16/15 |

# CONTRACT DATA REQUIREMENTS LIST
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*Form Approved*
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|---|---|---|
| 0001 | A | TDP _____ TM _____ OTHER X |

| D. SYSTEM/ITEM | E. CONTRACT/PR NO. | F. CONTRACTOR |
|---|---|---|
| M55 IGNITION ELEMENT | N0010416NB037 | |

| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | 3. SUBTITLE |
|---|---|---|
| A006 | TEST/INSPECTION REPORTS | Energetic Materials Analysis |

| 4. AUTHORITY *(Data Acquisition Document No.)* | 5. CONTRACT REFERENCE | 6. REQUIRING OFFICE |
|---|---|---|
| DI-NDTI-80809B | SEE BLOCK 16 | NSWC IHEODTD, CODE E21DS |

| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | 12. DATE OF FIRST SUBMISSION |
|---|---|---|---|
| DD | D | SEE BLOCK 16 | SEE BLOCK 16 |

| 8. APP CODE | 11. AS OF DATE | 13. DATE OF SUBSEQUENT SUBMISSION |
|---|---|---|
| N/A | N/A | SEE BLOCK 16 |

**14. DISTRIBUTION**

| a. ADDRESSEE | b. COPIES Draft | Final Reg | Final Repro |
|---|---|---|---|
| SEE BLOCK 16 | 0 | 1 | 0 |
| 15. TOTAL | 0 | 1 | 0 |

**16. REMARKS**

Block 5. Contract Reference SECTION E - CAD/PAD Inspection and Acceptance paragraph 5. Report will be based on the energetic material used in the item being procured.

Block 9. DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only (Critical Technology) (Date of Contract Award). Other requests shall be referred to (NSWC IHEODTD Code E26).

WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration act of 1979 (Title 50, U.S.C., App. 2401 et seq.), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

Block 10 - Once for each production and/or first article lot

Blocks 12 and 13 - Due at the time of submission of lot acceptance test samples

Block 14. Distribution Addresses:

N00174
CAD/PAD Department
NSWC IHEODTD
Attn: Code E21DS
4393 Benson Road
Indian Head, MD 20640-5092

Cognizant DCMA (Indicated in Block 6 of SF26)

| G. PREPARED BY | H. DATE | I. APPROVED BY | J. DATE |
|---|---|---|---|
| Diane R. Smith | 6/26/2015 | BRUCE W. PIEGOLS | 7/16/15 |

# CONTRACT DATA REQUIREMENTS LIST
*(1 Data Item)*

*Form Approved*
*OMB No. 0704-0188*

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.**

| A. CONTRACT LINE ITEM NO. | B. EXHIBIT | C. CATEGORY: TDP ____ TM ____ OTHER ____ |
|---|---|---|
| 0001 | A | X |

| D. SYSTEM/ITEM | E. CONTRACT/PR NO. | F. CONTRACTOR |
|---|---|---|
| M55 IGNITION ELEMENT | N0010416NB037 | |

| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | 3. SUBTITLE |
|---|---|---|
| A007 | ACCEPTANCE TEST PLAN | Radiographic test technique and sample plate |

| 4. AUTHORITY *(Data Acquisition Document No.)* | 5. CONTRACT REFERENCE | 6. REQUIRING OFFICE |
|---|---|---|
| DI-QCIC-80553A | SEE BLOCK 16 | NSWC IHEODTD, CODE E21DS |

| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | 12. DATE OF FIRST SUBMISSION |
|---|---|---|---|
| DD | D | SEE BLOCK 16 | SEE BLOCK 16 |

| 8. APP CODE | 11. AS OF DATE | 13. DATE OF SUBSEQUENT SUBMISSION |
|---|---|---|
| N/A | N/A | SEE BLOCK 16 |

**16. REMARKS**

Block 5. Contract Reference Section E - CAD/PAD Inspection and Acceptance paragraph 10a for X-RAYs and 10b if N-RAYs are required.

Block 9. DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only (Critical Technology) (Date of Contract Award). Other requests shall be referred to (NSWC IHEODTD Code E26).

WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration act of 1979 (Title 50, U.S.C., App. 2401 et seq.), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

Block 10. Once per contract per line item being procured.

Blocks 12 and 13. Shall be submitted 45 days prior to submission of lot acceptance test samples.

Block 14. Distribution Addresses:

N00174
CAD/PAD Department
NSWC IHEODTD
Attn: Code E21DS
4393 Benson Road
Indian Head, MD 20640-5092

N00104
Commander
NAVSUP Weapons Systems Support
Attn: Code 0242
5450 Carlisle Pike
Mechanicsburg PA 10755-0788

Cognizant DCMA (Indicated in Block 6 of SF26)

**14. DISTRIBUTION**

| a. ADDRESSEE | b. COPIES Draft | Final Reg | Final Repro |
|---|---|---|---|
| SEE BLOCK 16 | 0 | 1 | 0 |
| **15. TOTAL** | 0 | 1 | 0 |

| G. PREPARED BY | H. DATE | I. APPROVED BY | J. DATE |
|---|---|---|---|
| Diane R. Smith | 6/26/2015 | BRUCE W. PIEGOLS | 7/16/15 |

# CONTRACT DATA REQUIREMENTS LIST
*(1 Data Item)*

*Form Approved*
*OMB No. 0704-0188*

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.**

| A. CONTRACT LINE ITEM NO. | B. EXHIBIT | C. CATEGORY: |
|---|---|---|
| 0001 | A | TDP _____ TM _____ OTHER X |

| D. SYSTEM/ITEM | E. CONTRACT/PR NO. | F. CONTRACTOR |
|---|---|---|
| M55 IGNITION ELEMENT | N0010416NB037 | |

| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | 3. SUBTITLE |
|---|---|---|
| A008 | TEST/INSPECTION REPORTS | Radiographic report and film |

| 4. AUTHORITY *(Data Acquisition Document No.)* | 5. CONTRACT REFERENCE | 6. REQUIRING OFFICE |
|---|---|---|
| DI-NDTI-80809B | SEE BLOCK 16 | NSWC IHEODTD, CODE E21DS |

| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | 12. DATE OF FIRST SUBMISSION |
|---|---|---|---|
| DD | D | SEE BLOCK 16 | SEE BLOCK 16 |
| **8. APP CODE** | | **11. AS OF DATE** | **13. DATE OF SUBSEQUENT SUBMISSION** |
| N/A | | N/A | SEE BLOCK 16 |

**14. DISTRIBUTION**

| a. ADDRESSEE | b. COPIES Draft | Final Reg | Final Repro |
|---|---|---|---|
| SEE BLOCK 16 | 0 | 1 | 0 |
| 15. TOTAL | 0 | 1 | 0 |

**16. REMARKS**

Block 5. Contract Reference Section E - CAD/PAD Inspection and Acceptance paragraph 18.

Block 9. DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only (Critical Technology) (Date of Contract Award). Other requests shall be referred to (NSWC IHEODTD Code E26).

WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration act of 1979 (Title 50, U.S.C., App. 2401 et seq.), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

Block 10. Frequency- One report for each production or first article lot that is produced.

Blocks 12 and 13. Due at the time of submitting the lot acceptance or first article test samples for each lot manufactured.

Block 14. Distribution Addresses:

N00174
CAD/PAD Department
NSWC IHEODTD
Attn: Code E21DS
4393 Benson Road
Indian Head, MD 20640-5092

N00104
Commander
NAVSUP Weapons Systems Support
Attn: Code 0242
5450 Carlisle Pike
Mechanicsburg PA 10755-0788

Cognizant DCMA (Indicated in Block 6 of SF26)

| G. PREPARED BY | H. DATE | I. APPROVED BY | J. DATE |
|---|---|---|---|
| Diane R. Smith | 6/26/2015 | BRUCE W. PIEGOLS | 7/16/15 |

# CONTRACT DATA REQUIREMENTS LIST
*(1 Data Item)*

*Form Approved*
*OMB No. 0704-0188*

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.**

| A. CONTRACT LINE ITEM NO. | B. EXHIBIT | C. CATEGORY: |
|---|---|---|
| 0001 | A | TDP ____ TM ____ OTHER X |

| D. SYSTEM/ITEM | E. CONTRACT/PR NO. | F. CONTRACTOR |
|---|---|---|
| M55 IGNITION ELEMENT | N0010416NB037 | |

| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | 3. SUBTITLE |
|---|---|---|
| A009 | AMMUNITION DATA CARD | |

| 4. AUTHORITY *(Data Acquisition Document No.)* | 5. CONTRACT REFERENCE | 6. REQUIRING OFFICE |
|---|---|---|
| DI-MISC-80043B | SEE BLOCK 16 | NSWC IHEODTD, CODE E21DS |

| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | 12. DATE OF FIRST SUBMISSION |
|---|---|---|---|
| SD | D | SEE BLOCK 16 | SEE BLOCK 16 |
| **8. APP CODE** | | **11. AS OF DATE** | **13. DATE OF SUBSEQUENT SUBMISSION** |
| N/A | | N/A | SEE BLOCK 16 |

**16. REMARKS**

Block 5. Section E - Ammunition Data Cards (ADC) and Material Inspection and Receiving Report paragraph 1.

Block 9. DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only (Critical Technology) (Date of Contract Award). Other requests shall be referred to (NSWC IHEODTD Code E26).

WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration act of 1979 (Title 50, U.S.C., App. 2401 et seq.), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

Block 10. Once per production lot, per item being procured.

Block 12. Due at time of LAT samples

Block 13. Due five days after LAT production lot release.

Block 14. Distribution Addresses:

N00174
CAD/PAD Department
NSWC IHEODTD
Attn: Code E21DS
4393 Benson Road
Indian Head, MD 20640-5092

Cognizant DCMA (Indicated in Block 6 of SF26)

**14. DISTRIBUTION**

| a. ADDRESSEE | b. COPIES Draft | Final Reg | Final Repro |
|---|---|---|---|
| SEE BLOCK 16 | 0 | 1 | 0 |
| **15. TOTAL** → | 0 | 1 | 0 |

| G. PREPARED BY | H. DATE | I. APPROVED BY | J. DATE |
|---|---|---|---|
| Diane R. Smith | 6/26/2015 | BRUCE W. PIEGOLS | 7/16/15 |

# CONTRACT DATA REQUIREMENTS LIST
*(1 Data Item)*

*Form Approved*
*OMB No. 0704-0188*

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.**

| A. CONTRACT LINE ITEM NO. | B. EXHIBIT | C. CATEGORY: TDP ____ TM ____ OTHER ____ |
|---|---|---|
| 0001 | A | X |

| D. SYSTEM/ITEM | E. CONTRACT/PR NO. | F. CONTRACTOR |
|---|---|---|
| M55 IGNITION ELEMENT | N0010416NB037 | |

| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | 3. SUBTITLE |
|---|---|---|
| A010 | FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT | FIRST ARTICLE |

| 4. AUTHORITY *(Data Acquisition Document No.)* | 5. CONTRACT REFERENCE | 6. REQUIRING OFFICE |
|---|---|---|
| DI-SESS-81315B | SEE BLOCK 16 | NSWC IHEODTD, CODE E21DS |

| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | 12. DATE OF FIRST SUBMISSION |
|---|---|---|---|
| LT | D | SEE BLOCK 16 | SEE BLOCK 16 |

| 8. APP CODE | 11. AS OF DATE | 13. DATE OF SUBSEQUENT SUBMISSION |
|---|---|---|
| N/A | N/A | SEE BLOCK 16 |

**14. DISTRIBUTION**

| a. ADDRESSEE | b. COPIES Draft | Final Reg | Final Repro |
|---|---|---|---|
| SEE BLOCK 16 | 0 | 1 | 0 |
| 15. TOTAL | 0 | 1 | 0 |

**16. REMARKS**

Block 5. Contract Reference SECTION I – First Article Approval (Government Testing ALT I) paragraph 2.

Block 9. DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only (Critical Technology) (Date of Contract Award). Other requests shall be referred to (NSWC IHEODTD Code E26).

WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration act of 1979 (Title 50, U.S.C., App. 2401 et seq.), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

Block 10. Frequency- Is determined by the number of First Article Test (FAT) failures.

Blocks 12. Date of first submission - An preliminary report is due no later than 15 days after notification of FAT failure. A final report is due 30 days after notification of FAT failure.

Block 13 - Date of Subsequent Submission- NLT 15 days after failure analysis completion of second failed FAT and beyond.

Block 14. Distribution Addresses:

N00174
CAD/PAD Department
NSWC IHEODTD
Attn: Code E21DS
4393 Benson Road
Indian Head, MD 20640-5092

N00104
Commander
NAVSUP Weapons Systems Support
Attn: Code 0242
5450 Carlisle Pike
Mechanicsburg PA 10755-0788

Cognizant DCMA (Indicated in Block 6 of SF26)

| G. PREPARED BY | H. DATE | I. APPROVED BY | J. DATE |
|---|---|---|---|
| Diane R. Smith | 6/26/2015 | BRUCE W. PIEGOLS | 7/16/15 |

# INSTRUCTIONS FOR COMPLETING DD FORM 1423

*(See DoD 5010.12-M for detailed instructions.)*

## FOR GOVERNMENT PERSONNEL

**Item A.** Self-explanatory.

**Item B.** Self-explanatory.

**Item C.** Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning,""Configuration Management," etc.

**Item D.** Enter name of system/item being acquired that data will support.

**Item E.** Self-explanatory (to be filled in after contract award).

**Item F.** Self-explanatory (to be filled in after contract award).

**Item G.** Signature of preparer of CDRL.

**Item H.** Date CDRL was prepared.

**Item I.** Signature of CDRL approval authority.

**Item J.** Date CDRL was approved.

**Item 1**. See DoD FAR Supplement Subpart 4.71 for proper numbering.

**Item 2.** Enter title as it appears on data acquisition document cited in Item 4.

**Item 3.** Enter subtitle of data item for further definition of data item (optional entry).

**Item 4.** Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

**Item 5.** Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

**Item 6.** Enter technical office responsible for ensuring adequacy of the data item.

**Item 7.** Specify requirement for inspection/acceptance of the data item by the Government.

**Item 8.** Specify requirement for approval of a draft before preparation of the final data item.

**Item 9.** For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

**Item 10.** Specify number of times data items are to be delivered.

**Item 11.** Specify as-of date of data item, when applicable.

**Item 12.** Specify when first submittal is required.

**Item 13.** Specify when subsequent submittals are required, when applicable.

**Item 14.** Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

**Item 15.** Enter total number of draft/final copies to be delivered.

**Item 16.** Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

## FOR THE CONTRACTOR

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

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

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

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

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

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

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

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

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

**Item 18.** For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.