SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF PAGES 79

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	N00104-16-R-K166	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	15 Sep 2016	N0010417NB025

7. ISSUED BY	8. ADDRESS OFFER TO (If other than Item 7)
CODE N00104 NAVSUP WEAPON SYSTEMS SUPPORT STACEY ROMBERGER, CODE N742.15 5450 CARLISLE PIKE PO BOX 2020 MECHANICSBURG PA 17055 TEL: 717-605-4549 FAX: 717-605-2807	CODE **See Item 7** TEL: FAX:

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 410, or electronically until 02:00 PM (Hour) local time 18 Oct 2016 (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
	STACEY L. ROMBERGER	717-605-4549	stacey.romberger@navy.mil

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	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) CODE	25. PAYMENT WILL BE MADE BY 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	DODIC MD16 FFP NOMENCLATURE: Flexible Confined Detonating Cord DWG 857AS500-5 FOB: Origin NSN: 1377-00-409-1099 PURCHASE REQUEST NUMBER: N0010417NB025				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	TECHNICAL DATA FFP – See DD Form 1423, Exhibit A FOB: Destination NSN: 1377-00-409-1099 PURCHASE REQUEST NUMBER: N0010417NB025	1	Set	NSP	NSP
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		50	Each	NSP	NSP

FIRST ARTICLE TEST SAMPLES
FFP
Consists of: 50 Each (42 Each for testing and 08 Each for investigative purposes).
FATs should be representative of both CLINS 0001 and 0002.
Ownership Code: 3

FOB: Destination
NSP: 1377-00-409-1099
PURCHASE REQUEST NUMBER: N0010417NB025

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		32	Each	NSP	NSP

PRODUCTION LOT TEST SAMPLES
FFP
Consists of: 1 Lot of 154 each net, plus an additional 32 each per lot for test.
Samples shall be randomly selected from the total quantity of units from CLIN's 0001 and 0002 as applicable for Production Lot Test purposes.
Ownership Code: 3

FOB: Destination
NSP: 1377-00-409-1099
PURCHASE REQUEST NUMBER: N0010417NB025

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		1	Each		

DODIC MD16
FFP
NOMENCLATURE: Flexible Confined Detonating Cord
DWG 857AS500-5 Ownership Code: 5
FY16 AH-1Z ZBN LOT14

FOB: Origin
NSN: 1377-00-409-1099
PURCHASE REQUEST NUMBER: N0010417NB025

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		24	Each		

DODIC MD16
FFP
NOMENCLATURE: Flexible Confined Detonating Cord
DWG 857AS500-5 Ownership Code: 5
FY17 AH-1Z ZBN LOT 14

FOB: Origin
NSN: 1377-00-409-1099
PURCHASE REQUEST NUMBER: N0010417NB025

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF		2	Each		

DODIC MD16
FFP
NOMENCLATURE: Flexible Confined Detonating Cord
DWG 857AS500-5 Ownership Code: 5
FY17 H1 SPARES LOT 14
FOB: Origin
NSN: 1377-00-409-1099
PURCHASE REQUEST NUMBER: N0010417NB025

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG		46	Each		

DODIC MD16
FFP
NOMENCLATURE: Flexible Confined Detonating Cord
DWG 857AS500-5 Ownership Code: 5
FY17 PANMC
FOB: Origin
NSN: 1377-00-409-1099
PURCHASE REQUEST NUMBER: N0010417NB025

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH		1	Each		

DODIC MD16
FFP
NOMENCLATURE: Flexible Confined Detonating Cord
DWG 857AS500-5 Ownership Code: 8
FY16 TK-B-VDD
MIPR 10791441

FOB: Origin
NSN: 1377-00-409-1099
PURCHASE REQUEST NUMBER: N0010417NB025

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ		6	Each		

DODIC MD16
FFP
NOMENCLATURE: Flexible Confined Detonating Cord
DWG 857AS500-5 Ownership Code: 8
FY17 TW-P-POD
FOB: Origin
NSN: 1377-00-409-1099
PURCHASE REQUEST NUMBER: N0010417NB025

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					
	DODIC SS17 FFP NOMENCLATURE: Flexible Confined Detonating Cord DWG 857AS500-7 FOB: Origin NSN: 1377-01-441-1650 PURCHASE REQUEST NUMBER: N0010417NB025				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		1	Set	NSP	NSP
	TECHNICAL DATA FFP – See DD Form 1423, Exhibit A FOB: Destination NSN: 1377-01-441-1650 PURCHASE REQUEST NUMBER: N0010417NB025				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB				NSP	NSP
	FIRST ARTICLE TEST SAMPLES FFP Combined with SUBCLIN 0001AB FOB: Destination NSP: 1377-01-441-1650 PURCHASE REQUEST NUMBER: N0010417NB025				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC				NSP	NSP
	PRODUCTION LOT TEST SAMPLES FFP Combined with SUBCLIN 0001AC FOB: Destination NSP: 1377-01-441-1650 PURCHASE REQUEST NUMBER: N0010417NB025				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD		45	Each		

DODIC SS17
FFP
NOMENCLATURE: Flexible Confined Detonating Cord
DWG 857AS500-7 Ownership Code: 5
FY17 PANMC
FOB: Origin
NSN: 1377-01-441-1650
PURCHASE REQUEST NUMBER: N0010417NB025

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE		1	Each		

DODIC SS17
FFP
NOMENCLATURE: Flexible Confined Detonating Cord
DWG 857AS500-7 Ownership Code: 5
FY16 AH-1Z ZBN LOT 14
FOB: Origin
NSN: 1377-01-441-1650
PURCHASE REQUEST NUMBER: N0010417NB025

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF		24	Each		

DODIC SS17
FFP
NOMENCLATURE:Flexible Confined Detonating Cord
DWG 857AS500-7 Ownership Code: 5
FY17 AH-1Z ZBN LOT 14
FOB: Origin
NSN: 1377-01-441-1650
PURCHASE REQUEST NUMBER: N0010417NB025

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG		2	Each		

DODIC SS17
FFP
NOMENCLATURE:Flexible Confined Detonating Cord
DWG 857AS500-7 Ownership Code: 5
FY17 H1 SPARES LOT 14
FOB: Origin
NSN: 1377-01-441-1650
PURCHASE REQUEST NUMBER: N0010417NB025

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH		2	Each		

DODIC SS17
FFP
NOMENCLATURE:Flexible Confined Detonating Cord
DWG 857AS500-7 Ownership Code: 8
FY17 TW-P-POD
FOB: Origin
NSN: 1377-01-441-1650
PURCHASE REQUEST NUMBER: N0010417NB025

NET AMT

SECTION B NOTES

SOLICITATION NOTES:

1. Faxed offers will NOT be accepted.

2. Since the Government intends to award without discussion, any exceptions to the requirements of this solicitation should be raised prior to submission of an offer.

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

4. Electronic submission of an offer may be accomplished by attaching your offer to an email directed to stacey.romberger@navy.mil. The size limitation of an email through the NAVSUP WSS mail server is 10 MB. All files designated as .zip files will be stripped from any email sent. Files larger than the server limitation may be segregated and sent via several emails as long as they are clearly identified as such.

Section C - Descriptions and Specifications

SECTION C

SECTION C – 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
0001-0002	**DL857AS500**	**R**	**20 Jun 16**

2. SPECIFICATIONS:

CLIN	SPECIFICATIONS	REVISION	REVISION DATE

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 provided to the Government in electronic format.

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:

http://www.dtic.mil/whs/directives/forms/dd/ddforms1500-1999.htm

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. Contractors 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
c. NSWC IHEODTD CAD/PAD Dept Acquisition Management Specialist (AMS)

6. Technical approval authority for RFVs and ECPs is **NSWC IHEODTD**, Lead CAD/PAD Engineer, Code E2CE.

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 - IDENTIFICATION OF COVERED DEFENSE INFORMATION (252.204-7012) (MAY 2016)

1. In accordance with the DFARS clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, the Contractor shall provide adequate security for all government and contractor owned Technical Data Packages (TDPs), drawings and item detail specifications on all covered defense information systems that support the performance of work under this contract.

CLAUSES INCORPORATED BY REFERENCE

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

Section D - Packaging and Marking

SECTION D

SECTION D – UID CAD/PAD ITEM MARKING INFORMATION

The Attachment "*CAD/PAD Item Marking Instruction Version 1.2*", prepared by the CAD/PAD Joint Program Office 784 CBSG/GJ Code E25MA, NSWC IHEODTD Indian Head to include sample data in incorporated by reference with the same force and effect as if contained herein.

SECTION D – PACKING, MARKING, AND TRANSPORTATION (MAY 2016)

1. Preservation, packaging, packing, and marking shall be in accordance with MIL-STD-129, MIL-STD-2073, CFR 49 171-178, MIL-STD-1320, DLAR 4145.41.

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

CLIN	QUP	IAW
0001-0002	**1**	**SPI P1377-4 Rev C**

3. Labels for Human Readable Information (HRI) and Machine Readable Information (MRI) shall meet the requirements for a Grade A, Style 2, Composition (b) label as specified in MIL-PRF-61002. The performance requirements for solvent and detergent resistance are not required. The label should be the pressure sensitive adhesive type.

4. Human Readable Information (HRI) markings shall be applied to ammunition, explosives containers and units loads IAW the applicable provisions of MIL-STD-129.

a. At a minimum, inner container markings for CLIN 0001 – 0002 OR 0003-0004 shall include:

National Stock Number and (DoD) Code: *(see Section "B" for applicable CLIN*)

Item Nomenclature: *(see Section "B" for applicable CLIN)*

Item Assembly Drawing Number: *(see Section "B" for applicable CLIN*)

Quantity: As Applicable

Lot Number: IAW MIL-STD-1168

Serial Number: Required (x) N/A ( )

b. At a minimum, outer container markings for CLIN 0001 – 0002 OR 0003-0004 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	FUSE, DETONATING	0367	1.4	S	.00110	1988010893
0002	FUSE, DETONATING	0367	1.4	S	.000251	1997060087

5. Machine Readable Information (MRI) markings shall be applied to ammunition, explosive containers and unit loads IAW the following coded elements of data from MIL-STD-129. MRI labels shall able to be read and interpreted by automatic bar code reading devices (scanners). MRI markings shall contain the minimum data elements identified below:

a. Inner container:

(N) National Stock Number: (see Section “B” for applicable CLIN)

(4R) Department of Defense identification code (DODIC): (see Section “B” for applicable CLIN)

(1P) Item Assembly Drawing Number: (see Section “B” for applicable CLIN)

(1T) Lot Number: IAW MIL-STD-1168

(S) Serial Number: Required (x) N/A ( )

b. Outer container:

(N) National Stock Number: (see Section “B” for applicable CLIN)

(4R) Department of Defense identification code (DODIC): (see Section “B” for applicable CLIN)

(1P) Item Assembly Drawing Number: (see Section “B” for applicable CLIN)

(7Q) Quantity: As Applicable

(1T) Lot Number: IAW MIL-STD-1168

(S) Serial Number: Required (x) N/A ( )

NOTE: The parenthesis surrounding the data elements are NOT encoded in the 2D(PDF417) bar code.

6. 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.

7. 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.

8. 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 – PALLETIZATION (MAR 2008)

Production Lot units shall be palletized in accordance MIL-STD-1322, MIL-STD-1322-1000, MIL-STD-129, MIL-STD-1320, and CFR 49 171-178 with the following **exceptions:**

a. Edge protectors shall be used under all strapping.

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.

Ammunition Lot number designation Sample:

IHM	93	D	002	- 007
a	b	c	d	e

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

Section E - Inspection and Acceptance

SECTION E

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

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

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

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

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

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

5. ***Disposition of Production Lot Test Samples*** –

Production Lot Testing Samples are subject to destructive testing. These units cannot be used to meet the total contract quantity.

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

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

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 shall be made to the Contractor within 30 calendar days after the Contracting Officer receives the production lot test report(s) and all applicable CDRL requirements. Upon receipt of the written approval accepting a production lot(s) and final approval of the Material Inspection Receiving Report in IRAPT, the Contractor shall ship the production lot(s) as soon as possible and no later than fifteen (15) calendar days after receipt of such notice. Final acceptance of the production lot(s) shall be the responsibility of the cognizant DCMA QAR, but shall not occur unless and until the production lot approval has been issued in writing by the Contracting Officer.

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

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

c. A notice of disapproval may cite reasons for such. If the production lot test report(s) is disapproved by the Contracting Officer, the QAR may be required to select an additional production lot test sample(s) for testing. This direction may be given by the Contracting Officer in the notice of disapproval. The Contractor shall furnish such additional test sample(s) under the terms and conditions and within the time specified in the notification. The cost of each additional approval test, and all costs related to such test(s), shall be borne by the Contractor. Upon approval of the production lot test sample(s) and report(s), the Contracting Officer may, at his/her discretion, equitably adjust the delivery schedule of the contract for

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

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 provided via IRAPT. This notification may be made 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.

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

1. Inspection and acceptance shall be in accordance with DL857AS500.
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; unless otherwise noted in the detail specification of the item being procured. Propellant manufactured shall be in accordance with the required specifications of paragraph one. Any government furnished material provided in conjunction with the contract are considered acceptable for meeting the requirement. 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. 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. CAD/PAD Devices are exempt from MIL-STD-129 shelf life markings on packaging; however, they shall have a minimum of 85% of the shelf life remaining at time of delivery. Any delivery from a contractor not having at least 85% shelf-life remaining shall normally be considered non-conforming.

NOTE: The shelf life for CLINS 0001 & 0002 OR CLINS 0003 & 0004 is: 14 **years and 0 months**.

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

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

8. 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.

9. 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. Propellant grains on PAD devices should be radiographed separately from the fully assembled unit. Image Quality Indicators (IQIs) on the radiographic film or digital image must also be used for radiographs of propellant grains for all PAD devices. The penetrameter to be used on the propellant grain radiographs must be made of Magnesium, which is radiographically similar to the 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: *AMS Per Section H*
4393 BENSON ROAD
INDIAN HEAD MD 20640-5092

a. Test technique information for **ALL radiographs** is specified in section 6 of ASTM E1742, refer to DD 1423 sequence number **A006**. 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.

b. Test technique information for **N-rays** is specified in section 5, paragraph 5.3 of ASTM E748, to include detail requirements as specified in Section 6 of ASTM E1742, refer to DD 1423 sequence number **A006**. N-rays must include a Beam Purity Indicator (BPI) and Sensitivity Indicator (SI) as described in sections 4 through 7 of ASTM E545. The radiographic images shall display a number of units representative of a production lot. 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. X-ray and N-ray sample plates should be submitted as a separate package from production radiographs (including LATs and FATs).

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

X-RAYS (per applicable spec)	**N-RAYS (per ASTM E748)**	**Sample / LOT Description**
X	**X**	Test Technique Required
X	**X**	First Article Sample
X	**X**	LOT Acceptance Test Samples
X	**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.

11. 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.

12. 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 acceptance of the DDA or CR Technique and sample plate review results will be provided via iRAPT. 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.

13. Notification of approval/rejection of the sample images shall be made by the Contracting Officer after receipt of the RTT and sample images at NSWC IHEODTD in iRAPT. Written notification of rejection will be provided by the Contracting Officer. 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.

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

15. 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.

16. 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.

17. 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 **A007**. 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.

18. 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

19. 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)

20. 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.

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

22. 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).

23. If SMDC/FCDC is the item being procured all requirements as provided by the applicable drawing and/or corresponding specification shall be met. If there is commonality and homogeneity some Department of Defense Identification Code (DODICs) may be grouped, if drawn from the same lots of manufacturing materials. Individual DODICs shall be identified as outlined in MIL-STD-1168 and have the same lots of explosive components.

24. 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, **A008**).

25. The contractor shall permanently serialize all First Article components and maintain traceability to inspection/acceptance data and end item serial number.

26. The first article test samples shall not be considered received until all data necessary to evaluate the samples as received, such as: radiographic requirements specified in Section E-Inspection and Acceptance, DD 1650 and DD 250 or WAWF-RR documents.

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 the Attachment "*Ammunition Data Card Master*." This attachment is incorporated by reference with the same force and effect as if contained herein.

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 DFARS clause at 252.246-7000, Material Inspection and Receiving Report, the Contractor shall complete an IRAPT Receiving Report (WAWF-RR) at the time of each delivery (Lot Acceptance or First Article test samples and production lot). 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 - Deliveries or Performance

SECTION F

SECTION F – DELIVERIES OR PERFORMANCE (MAY 2013)

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

LINE / SUBLINE ITEM AND QTY	SHIP TO:	MARK FOR:
0001AB 50 EA **0002AB** **(FAT)**	**SHIP IN PLACE**	**FIRST ARTICLE TEST SAMPLES** **(INCLUDE LOT NUMBER AND SERIAL NUMBERS IN WAWF)**
0001AC 32 EA **0002AC** **(LAT)**	**SHIP IN PLACE**	**LOT ACCEPTANCE TEST SAMPLES** **(INCLUDE LOT NUMBER AND SERIAL NUMBERS IN WAWF)**
0001AJ 6 EA 0002AH 2 EA	**SUPP ADD: BZ4POD** **MAPAC: BTW004 TAC: 3** **NOA IS REQUIRED –** **SDDG EX# PENDING** **PRIORITY 06**	**FMS CASE: TW-P-POD** **MAPAC: BTWZ00 TAC: M** **Reqn# PTWZ55-4160-8025** **Reqn# PTWZ85-6117-6003**
0001AH 1 EA	**SUPP ADD: BZ2VDD** **MAPAC: BTK002** **PRIORITY 13**	**FMS CASE: TK-B-VDD** **MAPAC: BTKS00** **MIPR 10791441** **Reqn# BTKS8Z-4087-9009**
0001AG 46 EA 0002AD 45 EA	N00174 RECEIVING OFFICER NSWC IHEODTD EXPLOSIVE SCALES FACILITY 5021 Safe Haven Way Indian Head MD 20640-5173	Explosive Scales (BLDG 1103/1104) Navy Stock and Issue, Cog 2E PANMC FY17 Ownership Code 5
0001AD 1 EA 0002AE 1 EA	N48521 Bell Helicopter Textron, Inc. Government Bonded Stores 10901 Airport Drive, Bldg #9 Amarillo, TX 79111-1200	FY16 AH-1Z ZBN LOT 14 ATTN: Mr. David Hackett 806-467-4725
0001AE 24 EA 0002AF 24 EA	N48521 Bell Helicopter Textron, Inc. Government Bonded Stores 10901 Airport Drive, Bldg #9 Amarillo, TX 79111-1200	FY17 AH-1Z ZBN LOT 14 ATTN: Mr. David Hackett 806-467-4725
0001AF 2 EA 0002AG 2 EA	N48521 Bell Helicopter Textron, Inc. Government Bonded Stores 10901 Airport Drive, Bldg #9 Amarillo, TX 79111-1200	FY17 AH-1Z ZBN LOT 14 ATTN: Mr. David Hackett 806-467-4725

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

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 – REPORT OF SHIPMENT (MAR 2016)

The Contractor shall provide an advanced Report of Shipment (REPSHIP) per clause 52.247-68 to the AMS listed in Section G no later than 24 hours prior to the shipment arrival, and for ammunition shipments no later than two hours after shipment departure. Failure to provide a REPSHIP can result in shipments being denied at point of disembarkation and returned to the point of embarkation for reshipment at the contractor's expense. A REPSHIP can be in the contractor's format but shall include at a minimum all the following data:

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

FROM:	Shipping Activity
To:	IHEODTD AMS *(See Section H)*

SUBJ:	Report of Shipment (REPSHIP)

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

15. Name, address, and phone number of person responsible for information contained in REPSHIP

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

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: *AMS Per Section H*

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-52	Clearance and Documentation Requirements-Shipments to DOD Air or Water Terminal Transshipment Points	FEB 2006
52.247-65	F.O.B. Origin, Prepaid Freight--Small Package Shipments	JAN 1991
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7028	Application for U.S. Government Shipping Documentation/Instructions	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

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

REQUIRED DELIVERY SCHEDULE

Delivery Schedule (No FAT)

Item	Quantity	Days
A001 (Product Baseline)	-	90 DADC
A002 (POP Report)	-	240 DADC
A003 (FACAR)	-	A/R
A004 (LAT/FAT Report)	-	15 DAT
A005 (ATP)	-	60 DADC
A006 (Radiographic Test Technique and Sample Plate)	-	195 DADC
A007 (Radiographic Report and Film)	-	240 DADC
A008 (FACAR for FAT)	-	A/R
A009 (Preliminary ADC)	-	240 DADC
A009 (Final ADC – With each shipment)	-	5 Days after Lot release
0001AC, 0002AC (LAT)	32 EA	240 DADC
0001AD-0001AJ, 0002AD-0002AH (Deliverable Units)	154 EA	337 DADC

Delivery Schedule (With FAT)

Item	Quantity	Days
A001 (Product Baseline)	-	90 DADC
A002 (POP Report)	-	240 DAFATA
A003 (FACAR)	-	A/R
A004 (LAT/FAT Report)	-	15 DAT
A005 (ATP)	-	60 DADC
A006 (Radiographic Test Technique and Sample Plate)	-	195 DADC
A007 (Radiographic Report and Film)	-	240 DAFATA
A008 (FACAR for FAT)	-	A/R
A009 (Preliminary ADC)	-	240 DAFATA
A009 (Final ADC – With each shipment)	-	5 Days after Lot release
0001AB, 0002AB (FAT)	50 EA	240 DADC
0001AC, 0002AC (LAT)	32 EA	240 DAFATA
0001AD-0001AJ, 0002AD-0002AH (Deliverable Units)	154 EA	337 DAFATA

KEY:
DADC = Days after Date of Contract
DAFATA = Days after First Article Test Acceptance
DAT = Days After Test

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

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Delivery Schedule (No FAT)

Item	Quantity	Days
A001 (Product Baseline)	-	
A002 (POP Report)	-	
A003 (FACAR)	-	
A004 (LAT/FAT Report)	-	
A005 (ATP)	-	
A006 (Radiographic Test Technique and Sample Plate)	-	
A007 (Radiographic Report and Film)	-	
A008 (FACAR for FAT)	-	
A009 (Preliminary ADC)	-	
A009 (Final ADC – With each shipment)	-	
0001AC, 0002AC (LAT)	32 EA	
0001AD-0001AJ, 0002AD-0002AH (Deliverable Units)	154 EA	

Delivery Schedule (With FAT)

Item	Quantity	Days
A001 (Product Baseline)	-	
A002 (POP Report)	-	
A003 (FACAR)	-	
A004 (LAT/FAT Report)	-	
A005 (ATP)	-	
A006 (Radiographic Test Technique and Sample Plate)	-	
A007 (Radiographic Report and Film)	-	
A008 (FACAR for FAT)	-	
A009 (Preliminary ADC)	-	
A009 (Final ADC – With each shipment)	-	
0001AB, 0002AB (FAT)	50 EA	
0001AC, 0002AC (LAT)	32 EA	
0001AD-0001AJ, 0002AD-0002AH (Deliverable Units)	154 EA	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or

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

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

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).

Combo unless Contractor's business systems do not allow. In that event an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) may be used.

(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.

See Section E Inspection and Acceptance

(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 iRAPT (WAWF)	Data to be entered in iRAPT (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 iRAPT (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.
See Section H – Special Distribution

(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. navsupwawf.wss.fct@navy.mil

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

(End of clause)

Section H - Special Contract Requirements

SECTION H

SECTION H – ADMINISTRATIVE POINTS OF CONTACT (MARCH 2016)

1) Inquiries and correspondence directed to the Procuring Contracting Officer (PCO) should be addressed as follows:

Name: Stacey Romberger Code: N742.15
Phone: 717-605-4549 Email: stacey.romberger@navy.mil

2) Inquiries and correspondence directed to the Acquisition Management Specialist (AMS) should be addressed as follows:

Name: Linda Brady Code: E21LB
Phone: 301-744-2212 Email: linda.a.brady@navy.mil

3) If the inquiry involves technical questions, (drawing, specifications, etc.) inquiry should be submitted in accordance with the procurement specification. All telephone inquiries pertaining to technical questions must be confirmed in writing with the above AMS and PCO within 48 hours.

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	iRAPT	GBL	DESIGNATOR / CLIN	DESIGNEE and E-Mail Addresses
1*	1		0001&0002	CONSIGNEE
1*	1	**S**	0001&0002	CONTRACT ADMINISTRATION OFFICE (DCMA)
1*	1	**S**	0001&0002	GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE
1*	1	**S**	0001&0002	TRANSPORTATION OFFICE ISSUING GBL *(ATTACH TO GBL MEMORANDUM COPY)*
1* 1*	1	**S**	0001&0002	NSWC IHEODTD CAD/PAD DEPARTMENT BLDG 1557 4393 BENSON ROAD INDIAN HEAD MD 20640-5092 **Code:** *AMS per Section H* **Code: E26** nswc_iheodtd_dmo@navy.mil
			0001&0002	COMMANDER NAVSUP WEAPON SYSTEMS SUPPORT 5450 CARLISLE PIKE PO BOX 2020 BLDG 410 MECHANICSBURG PA 17055-0788

ADC	iRAPT	GBL	DESIGNATOR / CLIN	DESIGNEE and E-Mail Addresses
	1			**ATTN:** *Contracting Officer per Section H*
1*			0001&0002	COMMANDER US ARMY MUNITIONS & ARMAMENTS COMMAND ROCK ISLAND IL 61299-6000 **ATTN: AMSOS-PBQ** Annemarie.gephart@us.army.mil
	1		0001AG,0002AD,	COMMANDER NAVSUP LOGISTICS OPERATIONS CENTER 5450 CARLISLE PIKE PO BOX 2011 MECHANICSBURG PA 17055-7035 **ATTN: Code N413.12C** Lewis.ledford@navy.mil

SECTION H – 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, AMS.

Section I - Contract Clauses

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	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
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
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
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	FEB 2016
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
52.222-37	Employment Reports on Veterans	FEB 2016
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	OCT 2015
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
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
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
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUN 2016
52.246-23	Limitation Of Liability	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
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 (JUN 2016)	JUN 2016
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
252.232-7010	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 Alt II	Warranty Of Data (Mar 2014) - Alternate II	MAR 2014
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	MAY 2014
252.246-7008	Sources of Electronic Parts	AUG 2016

CLAUSES INCORPORATED BY FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional

information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices

(including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to

organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new

releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract

information residing in or transiting through its information

system.

(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** (armen.malkasian@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

SECTION I – FIRST ARTICLE APPROVAL (CONTRACTOR TESTING ALT I): 52.209-3 (JAN 1997)

(a) The Contractor shall test Section B unit(s) of Lot/Item 0001AB/0002AB as specified in this contract. At least 20 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report (**A004)** within 255 calendar days from the date of this contract to **NSWC IHEODTD 4393 Benson Road, Bldg 1557, STE 120, Indian Head, MD 20640-5092** marked "First Article Test Report: Contract No. N00104-_____, Lot/Item No. **0001/0002.**" Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

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

(1) progress payments, or

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

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

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

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, **A00**8).

CLAUSES INCORPORATED BY FULL TEXT

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(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 AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (http://www.epa.gov/snap/).

Hydrofluorocarbons means compounds that only contain hydrogen, fluorine, and carbon.

Ozone-depleting substance 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 that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) 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).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall--

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by--

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after--

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at http://www.epa.gov/snap) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at http://www.epa.gov/snap.

(End of clause)

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)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)(OCT 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 contactors 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) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) 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)

252.203-7999 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 contactors 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)

252.209-7010 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:

----------0001
MD16, 0002 SS17

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

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(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, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

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, 0002	

(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.

(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.

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

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

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

(3) Unique item identifier type.**

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

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

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

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

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

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

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

(11) Description.

** Once per item.

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

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
Flexible Confined Detonating Cord	1377-00-409-1099	**U**
Flexible Confined Detonating Cord	1377-01-441-1650	**III**

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.

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 Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force), 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)

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:	Stacey Romberger
EMAIL ADDRESS:	Stacey.Romberger@navy.mil
TELEPHONE:	717-605-4549

(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:

( ) CAD/PAD Item Marking Instruction Version 1.2 dated 3 APR 2016
( ) Ammunition Data Card Master REV 11 dated 2 MAY 2012
( ) REP Ship
( ) Air Spec
( ) GFP Schedule
( ) Contract Security Classification Spec DD 254
( ) 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
52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	DEC 2015
252.225-7010	Commercial Derivative Military Article--Specialty Metals Compliance Certificate	JUL 2009

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this

provison _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(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) 52.209-11, Representation by Corporations Regarding elinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 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.
(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
(x) 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.
(xi) 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.
(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
(xiii) 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.
(xiv) 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.
(xv) 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.
(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
(xviii) 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 $77,533, the provision with its Alternate II applies.
(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.
(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
(xxi) 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.
(xxii) 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 representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 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)

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

(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) Commercial 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 and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (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)

52.204-20 Predecessor of Offeror (JUL 2016)

(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) Commercial 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 and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

(Do not use a “doing business as” name).

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

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

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

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

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

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

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not 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 an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment 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 an 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; and

(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)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) - ALTERNATE I (SEPT 2015)

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

(2) The small business size standard is 750 (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 (c)(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)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors 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 prohibition in paragraph (a) of this provision 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.

(c) *Representation*. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors 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.

(End of provision)

252.203-7998 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2015-O0010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors 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 prohibition in paragraph (a) of this provision 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.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors 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.

(End of provision)

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.

____ (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)

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
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.211-7004	Alternate Preservation, Packaging, and Packing	DEC 1991

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 an A6 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.

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

(End of provision)

252.215-7008 ONLY ONE OFFER (OCT 2013)

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

(1) Only one offer was received; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

REVIEW OF AGENCY PROTEST

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

(End of clause)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.247-50 No Evaluation Of Transportation Costs APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(End of Provision)

EVALUATION FOR AWARD (LOWEST PRICED TECHNICALLY ACCEPTABLE

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

(End of clause)