

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1	of 55	Pages
2. Contract Number	3. Solicitation Number W52P1J-15-R-0072	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2015OCT16	6. Requisition/Purchase Number SEE SCHEDULE		
7. Issued By ARMY CONTRACTING COMMAND - RI CCRC-AF ROCK ISLAND, IL 61299-8000 BLDGS 60 & 62		Code W52P1J	8. Address Offer To (If Other Than Item 7)				

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

SOLICITATION

9. Sealed offers in original and _____ 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 _____ until 02:00pm (hour) local time 2015NOV16 (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	A. Name SUE A BURTON	B. Telephone (No Collect Calls)		C. E-mail Address SUE.A.BURTON.CIV@MAIL.MIL
Call:		Area Code (309)	Number 782-6759	Ext.

11. Table Of Contents

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OFFER (Must be fully completed by offeror)

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

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

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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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)
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15B. Telephone Number	15C. Check if Remittance Address is	17. Signature	18. Offer Date
Area Code Number Ext.	<input type="checkbox"/> Different From Above - Enter such Address In Schedule		

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation
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22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item 25
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24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
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26. Name of Contracting Officer (Type or Print)	27. United States Of America (Signature of Contracting Officer)	28. Award Date
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: SUE A BURTON
 Buyer Office Symbol/Telephone Number: CCRC-AF/(309)782-6759
 Type of Contract 1: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

This solicitation contains Foreign Military Sales (FMS) requirements in addition to those of the Department of Defense.

1. This solicitation, W52P1J-15-R-0072, is issued under full and open competition for the procurement and delivery of various types of Non Standard Ammunition (NSA), ammunition related items, and Non Standard Mortar Weapon Systems (NSMWS). Items are listed on the Pricing Matrix NSA/NSMWS, Attachment 0006 of this solicitation. This attachment includes the weapon system and the estimated minimum and maximum quantity for ordering purposes. Over the life of the contract(s), the Government is entitled to order a maximum quantity of 4,103,000,000 items from Attachment 0006.

2. It is the Government's intent to award up to two (2), five-year, Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) contracts to the offeror(s) whose proposal represents the best value to the Government, non-price and price factors considered. This is an all or none solicitation. Offerors must submit unit ceiling prices for all items (excluding transportation) listed on the Pricing Matrix (Attachment 0006) and firm fixed prices, including transportation, for all of the Guaranteed Minimum Quantity (GMQ) requirements on the Delivery Order (DO) Proposal, Attachment 0007, to be considered for award. You are reminded this is a competitive procurement action, and although offerors submit ceiling prices, these prices must be determined fair and reasonable to be considered for award.

3. Delivery Order 0001 will be issued concurrently with the IDIQ award.

4. The following is the total GMQ for Delivery Order 0001. At the time of award, each successful offeror will be awarded a determined split of the GMQ, which will be identified in Delivery Order 0001. See paragraph 8 for further information on determination of GMQ split for Delivery Order 0001. The GMQ is comprised of the following for delivery to Kabul, Afghanistan:

<u>CLIN</u>	<u>Item</u>	<u>Quantity</u>
0097	122mm HE Frag Part Charge	10,956 ea
0021	12.7x108mm Ball	5,676,858 ea
0022	12.7x108mm Tracer	1,385,435 ea
0199	82mm Mortar HE (Complete)	59,506 ea

5. The Pricing Matrix for NSA/NSMWS, Attachment 0006, contains a list of possible requirements based on recent history for NSA and NSMWS and the known countries with requirements. This listing is not all inclusive and as requirements for variants of NSA/NSMWS within the families in this solicitation are identified and funded, those requirements will be competed among the awardees IAW the fair opportunities to compete provisions.

6. It is the Governments intent to award contracts to independent offerors in order to enhance competition, to allow flexibility, and to reduce the risk of a single point of failure. The submission of multiple proposals from essentially the same management and logistics supply teams may result in any or all of those proposals being rejected. The program management plan and supply chain management plan, along with other information, may be considered by the Government in assessing the acceptability of the proposal.

7. Offerors are required to submit Ceiling Prices for all items (excluding transportation), for Ordering Periods-one through five, as detailed in Section L, Volume IV- Price Proposal, on the Pricing Matrix Spreadsheet, included as Attachment 0006, to be considered for award.

8. Additionally, offerors are required to submit Firm Fixed Prices for all items including transportation for the GMQ identified in Paragraph four, above, and on each of the three tabs on DO 0001 Proposal Form, Attachment 0007. The unit prices and transportation prices for the GMQ shall be firm fixed prices. The GMQ will be split between IDIQ awardees as they appear on Tabs 2 and 3 on the DO 0001 Proposal Form (Att 0007), based on lowest price to the Government. Tab 1 will be used only in the event a single award is necessary.

Once the GMQ has been met, follow-on Delivery Orders will be competed in accordance with Fair Opportunities to compete provisions in FAR Part 16.505. See paragraph 17.

9. The following are the Ordering Periods (OP) for executing delivery orders:

- OP1 - Award date - 365 Days After Award (DAA)
- OP2 - 366 DAA - 731 DAA

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OP3 - 732 DAA - 1097 DAA
OP4 - 1098 DAA - 1463 DAA
OP5 - 1464 DAA - 1829 DAA

10. As a condition for award, the offeror must certify the NSA items, ammunition related items, or NSMWS components being supplied will fulfill all operability and safety requirements related to the specific weapon systems designated in the applicable Attachments 0001-0005 of this solicitation. See Section C and the applicable General Specifications for more detail.

11. All items shall be of new production or new surplus. New production is defined as products produced after contract award. NSA and ammunition related items up to 12.7x108mm produced within ten (10) years of contract award are considered new surplus. Items greater than 12.7x108mm produced within five (5) years of contract award are considered new surplus. Unused (other than weapon testing) NSMWS produced within five (5) years of contract award are considered new surplus.

12. Delivery shall be FOB: Origin if the supply source originates in the Continental United States (CONUS). Delivery shall be FOB: Destination if the supply source originates Outside the Continental United States (OCONUS). Specific shipping information (i.e. method, restrictions or process) will be identified during each delivery order phase.

13. For delivery schedule purposes, receipt of a fully-executed End User Certificate (EUC) is defined as the date of receipt of the signed original EUC. If amended or substituted EUCs are required, the date upon which deliveries commence will not automatically be revised. Individual delivery schedules will be identified during each delivery order phase.

14. Contract awards will be made in accordance with Best Value Tradeoff procedures, FAR 15.101-1.

15. Section L,(Attachment 0017) of this solicitation, provides specific instructions to offerors concerning preparation and submission of proposals. Please carefully read all of the information requested in Section L when submitting proposals.

16. Evaluation of proposals shall be in accordance with the evaluation criteria in Section M,(Attachment 0018) of this solicitation.

17. This solicitation contains the clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.225-7048, Export-Controlled Items. As such, performance under the subject solicitation and resulting contract(s) are expected to involve defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), and subject to regulation under the International Traffic in Arms Regulation (ITAR), 22 CFR Part 20. Activities subject to regulation include, but are not limited to, brokering. In accordance with the ITAR, any U.S. person, wherever located, and any foreign person located in the United States, who engages in the business of brokering activities with respect to the manufacture, export, import, or transfer of any defense article or defense service subject to control, or any foreign defense article or defense service is required to register with the U.S. Department of State, Directorate of Defense Trade Controls. It is in the best interest of the Government and the contractor to have a common understanding of export controlled items and expected compliance involved in contract performance. In addition, offerors are cautioned that even pre-proposal activities necessary to respond to this solicitation may meet the definition of brokering activities requiring registration and licensing.

18. Offerors should note the provision at FAR 52.215-1, Instructions to Offerors Competitive Acquisition. The Government intends to award the contract(s) resulting from this RFP without discussions with offerors, except for clarifications described in FAR 15.306(a); therefore, offerors' initial proposal should contain their best terms. The Government reserves the right to conduct discussions if determined necessary by the Government.

19. Delivery Order Placement: As requirements are identified, a Request for Proposal, identifying the items required, quantity, weapon system, customer, final destination, and any other unique requirements, will be sent to each of the successful offerors for submission of a proposal. Proposals shall include a unit price of the item, not to exceed the ceiling price in the contract, along with a unit price for transportation. A Delivery Order proposal form (reference Attachment 0007) will be provided at the time of each delivery order competition. The DO proposal will include a transportation plan from origin to final delivery point (to include inland transportation) and supporting invoices, purchase orders, rate agreements, etc. to support the transportation plan.

All requirements will be placed in accordance with FAR 16.505(b), Orders under multiple-award contracts. The Government intends to award competitive delivery orders to the offeror whose proposals represent the best value to the Government. The Government reserves the right to make split awards of the delivery order competitions. The Government reserves the right to incorporate past performance, technical or other factors as part of evaluation for any Delivery Order competition. Evaluation factors will be identified at the time of Delivery Order Competition.

20. Offerors are cautioned to ensure the proposals are complete, including all fill-ins and blanks in this solicitation.

ONLY U.S. ARMY CONTRACTING COMMAND-ROCK ISLAND (ACC-RI) IS AUTHORIZED TO EXECUTE DELIVERY ORDERS UNDER ANY CONTRACT(S) RESULTING FROM THIS SOLICITATION.

Name of Offeror or Contractor:

*** END OF NARRATIVE A0001 ***

Contractor personnel wishing to address an issue of concern, questions, or inquiries outside of normal day to day contract administration communications or when wishing to address circumstances that could foreseeably lead to disagreement or conflict with the Government are asked to adhere to the following communication chain for contacting Government personnel in order to resolve such matters at the lowest level possible. If an issue cannot be resolved satisfactorily, it can then be raised to the next level.

1. Sue A. Burton
Contract Specialist
(309) 782-6759
Sue.a.burton.civ@mail.mil
2. Christine M. Thornton
Procuring Contracting Officer
(309) 782-4301
Christine.m.thornton5.civ@mail.mil
3. Mary Beth Watkins
Chief, Direct Fire Munitions Contracting Branch
(309) 782-6061
Mary.b.watkins4.civ@mail.mil
4. Carolyn M. Young
Chief, Ammunition and Chemical Demilitarization Contracting Division
(309) 782-8565
Carolyn.m.young6.civ@mail.mil
5. Amy J. Hayden
ACC-RI Deputy Executive Director
(309) 782-7564
Amy.j.hayden.civ@mail.mil
6. Melanie A. Johnson
Executive Director
(309) 782-3815
Melanie.a.johnson.civ@mail.mil

Note: Communication with the Government should start at the lowest possible level.

*** END OF NARRATIVE A0002 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p><u>ITEM CEILING PRICING IS TO BE SUBMITTED ON THE PRICING MATRIX FOR NSA-NSMWS, PROVIDED AS ATTACHMENT 0006.</u></p> <p><u>FIRM FIXED PRICING FOR GUARANTEED MINIMUM QUANTITIES IS TO BE SUBMITTED FOR EACH OF THE THREE (3) TABS ON THE DELIVERY ORDER 0001 PROPOSAL FORM, PROVIDED AS ATTACHMENT 0007.</u></p> <p>SHIP TO AND MARK FOR REQUIREMENTS WILL BE IDENTIFIED ON INDIVIDUAL DELIVERY ORDER AWARDS.</p> <p>(End of narrative B001)</p>																													
0002	<p><u>CONTRACT DATA REQUIREMENTS</u></p> <p>COMMODITY NAME: CONTRACT DATA REQUIREMENTS CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>THE CONTRACTOR WILL PREPARE AND DELIVER DATA SUBMISSIONS IN ACCORDANCE WITH THE REQUIREMENT QUANTITIES AND SCHEDULES SET FORTH IN THE CONTRACT DATA REQUIREMENTS LIST (DD1423, SEQUENCE NUMBERS A001-A005).</p> <p>A MATERIAL INSPECTION AND RECEIVING REPORT IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>0030</td> <td></td> <td></td> </tr> </table>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR TP CD</u>	001				3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>			001	1	0030			1	EA	\$ ** NSP **	\$ ** NSP **
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
STATEMENT OF WORK FOR ACQUISITION
OF NON STANDARD AMMUNITION, AMMUNITION RELATED
ITEMS AND NON STANDARD MORTAR WEAPON SYSTEMS

1.0 Objective

The contractor shall supply and deliver the Non Standard Ammunition (NSA), ammunition related items and Non Standard Mortar Weapon Systems (NSMWS) listed in Pricing Matrix for NSA-NSMWS, Attachment 0006.

2.0 Applicable Documents

General Specification for General Non Standard Ammunition
General Specification for Non Standard Small Caliber Ammunition
General Specification for Non Standard Mortar Ammunition
General Specification for Non Standard Grenades
General Specification for Non-Standard Mortar Weapon Systems

3.0 Requirements

3.1 All ammunition and NSMWS shall meet the requirements and verification procedures of the specifications listed in section 2.0 above.

3.2 All NSA, ammunition related items and NSMWS procured as a result of this scope of work shall be of new production or new surplus. NSA, ammunition related items and NSMWS produced after contract award are considered new production. Ammunition and ammunition related items up to 12.7x108mm and produced within ten (10) years of contract award are considered new surplus. NSA and ammunition related items greater than 12.7x108mm produced within (5) years of contract award are considered new surplus. Unused (other than weapon testing) NSMWS produced within five (5) years of contract award are considered new surplus.

3.3 Technical Data3.3.1 Ammunition and NSMWS

3.3.1.1 The contractor shall submit, for Government review and approval, the full technical description to which the NSA, ammunition related items and NSMWS was produced, as well as representative supporting qualification records as defined in the specifications for NSA, ammunition related items and NSMWS (DI-SESS-81003D, Tailored) in accordance with Contract Data Requirements List (CDRL) A001 in Exhibit A. This deliverable shall herein be referred to as the Technical Data Package (TDP).

The contractor shall submit a summary of changes when resubmitting a TDP for Government review and shall provide a certification that only changes included in the summary were made to the TDP.

3.3.2 Links and Linking Machines

3.3.2.1 The contractor shall submit for Government review and approval, the TDP to which the links and linking machines were produced and shall include, but not be limited to, the following information:

3.3.2.1.1 Technical drawings Assembly drawings shall be provided that includes all key interface dimensions with tolerances for links and linking machines, including all component parts that comprise of the assembly.

3.3.2.1.2 Serviceability - All machined surfaces and details of manufacture shall be in accordance with their technical drawings and shall be visually inspected by the contractor to verify serviceability. All material shall be free of: 1.) surface irregularities such as metal defects, folds, burrs, scratches, scaly metal, rust, cracks, dents, sharp edges, and any other damages; 2.) foreign matter such as corrosion, stains, discoloration, dirt and smears of lacquer.

3.3.2.1.3 Weapon Interface/Function Test Dimensional inspections shall be performed to verify that the links and linking machines are manufactured to all assembly and component drawings. All tests that are performed on all links and linking machines prior to acceptance shall be provided in the full technical data with sample sizes and accept/reject criteria. Sample sizes shall be five (5) items or two (2) percent (2%), whichever is greater.

a. Linking machines shall operate smoothly and without interference or loss of motion. The machine shall operate through the full range of motion without binding and shall be capable of linking ammunition for the specific weapon system.

b. Ammunition processed through the linking machine shall be firmly positioned in the linked belt and be capable of functioning in the specific weapon. Linking machines shall not damage or cause the ammunition to function during loading and shall seat cartridges so that

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(dependent on design):

1. There is no gap between the mouth of the casing and free hanging portion of the link. or-
2. The link seats within the rim of the cartridge.

c. Linked Belts shall be linked with ammunition and function tested in the weapons system the ammunition and links are designed to function.

3.3.3 The TDP for the NSA, ammunition related items and NSMWS shall be submitted to the Government NLT thirty (30) days after award (DAA) in accordance with CDRL A001 (DI-SESS-81003D Tailored). The Government will review and provide TDP disposition within fourteen (14) days of receipt. The Contractor shall submit the revised TDP, as applicable, within twenty one (21) days after disposition is received.

TDPs must be approved by the Government prior to the Lot Acceptance Testing (LAT). See section 4.0. Technical data needs to be electronically submitted to the Government (Contracting office, and PD-NSA Technical Team, <mailto:usarmy.Pica.peo-ammo.list.PM-NSA-Technical@mail.mil>).

3.4 New production items produced for this contract shall have its own unique lot number. These lot numbers cannot be used for deliveries to other customers.

3.5 Ammunition, ammunition related items, and NSMWS consisting of one homogenous lot, presented for acceptance shall be accompanied by a complete lot history file (DI-MISC-80508B, Tailored). Homogenous lots shall consist of final assembly and all components are produced of the same uniform design and composition as identified in the approved technical data. The minimum contents shall include:

- a. Identification of approved technical data
- b. Ammunition and/or Weapon Data Card (Producer, Date of Manufacture, Date of Original Acceptance, Components)
- c. Initial Acceptance Reports (Quantity and Method of Acceptance)
- d. Surveillance Reports, if applicable (duration and storage conditions)
- e. Storage history, if applicable (duration and storage conditions)
- f. Weapon Interface Results
- g. Performance and Safety Testing results (Round x Round results for Destructive and Non-Destructive Tests such as Velocity, Pressure, Dispersion, Dimensional etc.)
- h. Function, Casualty, and Metal Parts Security Results
- i. Fuze or key component in-process testing results (raw data)
- j. Packaging Inspection Results
- k. Marking Inspection Results

3.6 A copy of the lot history file shall also be available for review at time of lot presentation for source inspection.

3.7 An electronic copy of the lot history file shall be provided to the Government upon inspection and acceptance as defined in the specifications of NSA in accordance with CDRL A002 (DI-MISC-80508B, tailored). The electronic copies are to be submitted to the Government (Contracting office, PD-NSA Technical Team at usarmy.Pica.peo-ammo.list.PM-NSA-Technical@mail.mil and to the applicable DCMA office.)

4.0 Lot Acceptance Testing (LAT)

The Contractor shall perform LAT in accordance with the applicable specifications. The contractor shall provide notification to the Government of planned date(s), time(s), location(s) and events of (LAT) no later than 60 days prior to the planned LAT(s), to allow for Government witness. Failure to provide the minimum notification of LAT may cause the Government to require that the LAT(s) be rescheduled at contractor expense. The Government will notify the Contractor of intent to witness LAT within five(5) business days of LAT notification and supply the Contractor the visitor names and copies of those visitors' U.S. passports (if required by host/supplier country). If the U.S. Government has indicated an intent to witness the LAT, the LAT shall not occur prior to the U.S. Government presence nor prior to approval of the TDP. If the Contractor performs the LAT prior to Government arrival, re-performance of the LAT will be required at contractor expense. The contractor shall provide written confirmation of a LAT cancellation to the Government (Contracting office and PD-NSA Technical Team at usarmy.Pica.peo-ammo.list.PM-NSA-Technical@mail.mil) seven (7) days prior to a scheduled LAT. If the Government receives the notification of cancellation later than the seven (7) days required, the Government reserves the right to seek monetary consideration and/or assess the Contractor with a negative performance evaluation for that order.

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4.1 The LAT events must correspond to the LAT events outlined in the Contractor's TDP. LAT(s) test quantities shall match the quantities identified in the approved TDP, and will consist of random samples pulled after the entire lot is produced. Additional random samples from the lot must be readily available for the LAT in case re-tests are required.

4.2 After completion of LAT(s), the contractor shall provide all in-process and final acceptance testing results for both non-destructive and destructive testing performed during LAT(s) and must include all round-by-round results (raw data) for all tests. Test reports shall be sent via email in accordance with CDRL A005 in Exhibit A (DI-MISC-80508B) to the Contracting office, PD-NSA Technical Team, usarmy.Pica.peo-ammo.list.PM-NSA-Technical@mail.mil, and the cognizant DCMA office) NLT seven (7) calendar days from the completion of the testing.

5.0 Government Source Inspection (GSI).

The Contractor shall notify the Government NLT fourteen (14) days prior to planned GSI. The contractor shall not schedule GSI with DCMA prior to approval of TDP, successful completion of LAT, and approval/verification of the ESSP for the inspection site (see 4.0). Documented evidence of these completed events shall be made available to the DCMA GSI inspector at time of inspection.

6.0 Safety Requirements

6.1 The contractor shall submit for government review and approval the following safety documents thirty (30) days after award in accordance with CDRL A003 in Exhibit A (DI-MISC-80508B). The Contractor shall ensure that all of the requirements below are addressed prior to submitting to the Government for review. Upon receipt, the Government will assess and provide disposition within thirty (30) days of receipt. The Contractor shall submit the revised safety documents within thirty (30) days of receiving disposition from the Government.

6.1.1 Safety Management Program Plan IAW paragraph 1.3 of Safety SOW.

6.1.2 Explosive Safety Site Plans (ESSP) for all DoD GSI inspection locations including ingress/egress routes shall include the following:

a. Maps and drawings which are legible, accurate, and of a scale that permits easy determination of essential details. For general layout of buildings, this is normally a scale of 1 inch to 400 ft (or metric equivalent) or less. Site plans may include other scaled drawings, which provide details of construction, structure relationships within the GSI inspection location areas/arcs, barricades, or other unique details. Plans may also include pictures to illustrate details and videos of maximum credible event (MCE) testing data.

b. Maps and drawings shall also identify distances between all potential explosion sites (PESs), all exposed sites (ESs) within the applicable GSI inspection location areas/arcs, the facility boundary, additional property under contractor control, and ESs on adjacent property (when applicable). Identify all public railways, highways, power transmission lines, and other utilities that fall within the required GSI inspection location areas/arcs.

c. Identify and describe all PESs and all ESs within any applicable inhabited building distance (IBD) of a PES. Site plans for major new construction or modification shall also identify and describe all PESs whose IBD arc includes the proposed new or modified site. Fragmentation distances shall be included for IBD arcs, when applicable. Plans shall identify and describe all PESs and all ESs out to 110 percent of IBD of a PES.

d. Plans shall include the maximum net explosive weight(s) (NEW(s)) and the Hazard Division (HD) of all PESs and ESs. Plans shall also include engineering or test data when substituting construction or shielding for distance to protect from fragmentation or overpressure.

e. Plans shall include a topographical map in sufficient detail to permit evaluation when the contractor uses natural terrain for barricading to reduce fragment distance.

f. Facility construction or changes to existing approved site plans that negatively impinge upon GSI inspection location areas/arcs shall be submitted to the ACO/PCO for review and approval (90) ninety days prior to the GSI inspection. These site plans shall contain the information required in subparagraphs a-e above; as well as construction details of dividing walls, venting surfaces, firewalls, roofs, operational shields, barricades, exits, ventilation systems and equipment, AE waste disposal systems, lightning protection systems, grounding systems, processing equipment auxiliary support structures, and general materials of construction, as applicable.

6.2 Additional guidance concerning Quantity Distance (QD) requirements and Explosives Site Plan (ESP) considerations can be found in Chapter 5 of the current revision of DOD 4145.26M.

6.3 In the event of changes to any safety documentation the contractor must submit a waiver for review and approval to the PCO.

6.4. Site Plans for Government Source Inspection Site, needs to be electronically submitted to the Government (Contracting office, PD-

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NSA Technical Team, usarmy.Pica.peo-ammo.list.PM-NSA-Technical@mail.mil, and to applicable DCMA ACO and DCMA Safety offices). The DCMA ACO and DCMA Safety POC and emails will be provided as needed.

7.0 Material quality and condition requirements, and inspection and acceptance procedures shall be in accordance with section E of this solicitation.

8.0 Ship to and mark for shall be identified at time of award.

9.0 Packaging shall be in accordance with the specifications listed in section 2.0 above and section D of this solicitation. If any discrepancies exist, Section D will take precedence.

10.0 End User Certificate (EUC)

a. If an EUC is required for any supplier to ship or export, and the US Government is required to process any documentation for any such EUC, the required EUC and any required supporting documentation for each supplier, with required signatures identified, shall be provided to the Contracting office for staffing within ten (10) business days of contract award.

b. If the quantity being supplied by the specified supplier changes from what is identified on the EUC, an amended EUC will be processed. Contractor shall provide the Contracting office with the draft amended EUC and the original EUC.

c. If the EUC will not be executed, zero quantity being supplied under the specified supplier, the original EUC shall be returned to the Contracting office with a letter describing the change in suppliers.

d. In the event the original EUC cannot be returned, the Government requires all requesting documentation of efforts used in requesting the original document, to include e-mails.

e. All EUCs must specify the end item and the total quantity as reflected on the contract.

11.0 Status Reports

a. The contractor shall provide a contract status report to the Contracting Office, the Security Assistance office and the Product Director Non Standard Ammunition office. The report shall be provided within ten (10) business days after contract award and on a weekly basis thereafter. In addition, the contractor shall promptly submit a status report if any significant change in status is known or anticipated. Attachment 0011 includes the template to be used for the submittal of the contract status report. The Contractor shall submit the status report in accordance with CDRL A004 included in Exhibit A.

b. The contractor shall provide a delivery status report to the Contracting Office, the Security Assistance office and the Product Director Non Standard Ammunition office. The report shall be provided within ten (10) business days after contract award and on a weekly basis thereafter. In addition, the contractor shall promptly submit a delivery status report if any delay in the scheduled delivery is known or anticipated. Attachment 0010 includes the template to be used for the submittal of the delivery status report. The Contractor shall submit the status report in accordance with CDRL A004 included in Exhibit A.

11.1 Status Reports & Delivery Status Report shall be submitted electronically to the Contracting office to the Government (contracting office, PD-NSA Technical Team at usarmy.Pica.peo-ammo.list.PM-NSA-Technical@mail.mil, and [mailto: Ms. Anna Hofer, :Annahita.m.hofer.civ@mail.mil](mailto:Ms. Anna Hofer, :Annahita.m.hofer.civ@mail.mil).)

12.0 Post Award Meeting

An initial contract post award meeting shall be scheduled by the contractor and conducted within thirty (30) days after contract award. The post award meeting shall be at the contractors facility.

13.0 Program Reviews

The contractor shall conduct program reviews on a yearly basis with the Government as determined necessary by the Government. The meetings shall be conducted at alternating locations: (1) Picatinny, NJ (2) Rock Island, IL and (3) Contractors Facilities. The information to be presented and discussed at each program review shall include, but is not limited to cost, schedule and technical performance, and program progress assessments.

14.0 Integrated Product Team (IPT)

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There will be biweekly IPT meetings held throughout the duration of this contract.

15.0 OPSEC

a. AT Level I Training. This provision/contract text is for contractor employees with an area of performance within an Army controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access to government installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 30 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <https://atlevel1.dtic.mil/at>

b. AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language text required US based contractor employees and associated sub-contractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

c. Access and General Protection/Security Policy and Procedures. This standard language text is for contractor employees with an area of performance within an Army controlled installation, facility or area. Contractor and all associated sub-contractors employees shall comply with applicable Installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). Installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). Installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

d. For Contracts that require OPSEC Training. Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of their reporting for duty. All contractor employees must complete annual OPSEC awareness training.

e. For Contract Requiring Performance or Delivery in a Foreign Country, DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the US. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.

*** END OF NARRATIVE C0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 (ACC-RI)	52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION	AUG/2015

(a) The contractor may submit Engineering Change Proposals (ECPs) and Requests for Variance (RFVs) for the requirements in the Government provided Technical Data Package (TDP). The contractor shall prepare and submit ECPs, Notices of Revision (NORs), and RFVs as required by the accompanying DD Form 1423, Contract Data Requirements List (CDRL). If a Value Engineering Change Proposal (VECP) clause is included on this contract, VECPs shall be submitted in the same manner as ECPs.

(1) ECPs - The contractor may request a permanent change to the requirements specified in the TDP or any other baseline documentation by submitting an ECP. ECPs shall be submitted to include all NORs necessary to completely define the requested change. Each ECP shall be accompanied with at least one NOR per affected document. The contractor shall not present any production items for acceptance incorporating any change to the TDP or other baseline documentation until notified by the Government the ECP has been approved and incorporated in the contract.

(i) Page 1 of DD Form 1692 (or equivalent) shall be submitted for all ECPs. Pages 2-7 of DD Form 1692 shall be submitted when required to properly explain all the potential logistics and technical impacts of the proposed change. DD Form 1695 NOR (or equivalent) shall be submitted to completely describe the desired change on each affected document.

(ii) All ECPs submitted by the contractor will be routine priority unless otherwise justified. If the contractor considers the ECP to be emergency or urgent, they shall include justification within 48 hours of submittal of the ECP.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-15-R-0072 MOD/AMD	Page 12 of 55
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(2) RFVs - The contractor may request to temporarily depart from a requirement specified in the TDP or any other baseline documentation, by submitting an RFV. RFVs may be submitted either pre-production (formerly known as Request for Deviation (RFD)) or post-production and prior to acceptance by the Government (formerly known as Request for Waiver (RFW)). DD Form 1694 (or equivalent) shall be submitted for all RFVs. The contractor shall not present any production items for acceptance with any nonconformance to the requirements in the TDP or other baseline documentation until notified by the Government the RFV has been approved and incorporated in the contract.

(b) Submission of requested changes - The submission of an ECP or RFV by the Contractor does not affect the required delivery dates specified within the contract, shall not constitute excusable delay in the performance of this Contract by the Contractor or in any way relieve the contractor from compliance with the contract delivery schedule. If a delivery date change is needed, it must be negotiated with the Contracting Officer and documented via modification to the contract. The submission of an ECP and/or RFV by the Contractor shall not preclude the Government from exercising its rights under any clause of the Contract.

(c) Specifications - Permanent proposed changes to specifications which are part of the TDP or baseline documentation shall be requested with an ECP and NOR (i.e. Specification Change Notices (SCNs) are not required).

(End of clause)

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SECTION D - PACKAGING AND MARKING

1. Packaging and marking shall be in accordance with the applicable General Specification referenced in Section C of this solicitation.

2. SUPPLEMENTAL INFORMATION**2.1 WOOD PACKAGING MATERIAL (WPM)**

2.1.1 All WPM shall be in accordance with the requirements of International Standards for Phytosanitary Measures (ISPM)15.

2.1.2 WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frames and cleats.

2.1.3 Packaging materials exempt from the requirements are materials that have undergone a manufacturing process such as corrugated fiberboard, plywood, particleboard, veneer and oriented strand board.

2.1.4 All WPM shall be constructed from heat treated (HT to 56 degrees centigrade for 30 minutes) lumber and certified by an accredited recognized agency in accordance with applicable WPM policy and WPM enforcement regulations. All materials must include certification markings in accordance with applicable standards and placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible.

2.1.5 All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an applicable approved dunnage stamp.

2.1.6 Failure to comply with the requirements of this restriction may result in the refusal, destruction, or treatment of materials at the point of entry.

2.2 Only one type of ammunition is permitted to be in a package or on a pallet.

2.3 Ammunition must be separately packaged in accordance with the customer, which will be identified at the time of award in Section B of the Delivery Order.

2.4 Metric units are acceptable in lieu of the English units expressed in this document section.

2.5 Manuals with assembly instructions, parts list and maintenance requirements shall be packaged into the unit pack so that they are the first identifiable component to be removed from the packaging and assist with assembly and unpack as required.

3. SPECIAL MARKINGS

3.1 The items must be shipped with a placard, one on each of two adjacent sides of the unitized load with the following information in clear, bold, English letters:

- a. Item nomenclature
- b. United Nations (UN) Dangerous Goods Proper Shipping Name and UN Number preceded by the letters UN
- c. UN Packaging Certification Symbol with applicable codes (POP Markings)
- d. Hazard Classification
- e. Rounds per box
- f. Boxes per pallet
- g. Total rounds per pallet
- h. Gross weight of pallet
- i. Contractor
- j. Contract number
- k. Contract line item number (CLIN)
- l. Lot number
- m. Transportation Control Number (TCN)
- n. Mark For code
- o. Ship To address
- p. Customer
- q. Case designator

3.2 The items for the Government of Afghanistan must also be shipped with a placard no smaller than 11 inches x 17 inches on all visible sides of the pallet or container with the following statement in clear, bold, English letters with a font no less than 1 inch in height: THESE ITEMS ARE ALLOCATED FOR THE (AFGHAN NATIONAL ARMY or AFGHAN NATIONAL POLICE), CASE DESIGNATOR XX-B-XXXX

3.3 Placards shall maintain integrity during delivery to final destination.

3.4 All light boxes of ammunition shall include a colored marking on opposite corners of the box for immediate identification.

4. DISCREPANCIES

If any discrepancies exist between the information provided in Section D and the applicable General Specification, Section D will take precedence.

Name of Offeror or Contractor:5. NSMWS PACKAGING

5.1 Preservation, packaging, packing, unitization, and marking shall provide protection for multiple handling, redistribution, and shipment by any transportation mode and meet or exceed the following requirements and be in accordance with ASTM D3951.

5.1.1 Cleanliness - items and packaging shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

5.1.2 Preservation - items susceptible to corrosion or deterioration shall be provided protection against external environmental effects.

5.1.3 Cushioning - items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, critical material) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration and prevent damage during handling and shipment.

5.2. Unit Package

Unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.

5.3. Packing

5.3.1 Unit packages must be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of the minimum cube to contain and protect the items.

5.3.2 Shipping Containers - the shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions.

5.3.3 Each unit must include the appropriate assembly instructions, operators manual, maintenance manual, critical components parts list as well as complete list of spare parts, tools and accessories. Appropriate annotations (check or initial boxes) to the parts list indicating that, in fact, the components are packed out and accounted for in the packing case are recommended. Also include disassembly and proper stowage and/or repackaging instructions for the unit as well as tools and spare parts package as appropriate. All manuals, instructions and lists indicated must also be provided in English as required. Manuals with assembly instructions, parts list and maintenance requirements shall be packaged into the unit pack so that they are the first identifiable component to be removed from the packaging and assist with assembly and unpack as required.

5.4. Unitization

5.4.1 Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 20 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. The weight capacity of the pallet must be adequate for the load. A pallet load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

5.4.2 Banding - metal banding shall be used to secure load. Straps shall be applied to each column or layer of boxes. Tie down straps shall be applied to each column of boxes at 90 degrees to the load straps. Edge protectors shall be used when securing fiberboard boxes.

5.5. Marking

5.5.1 Packaging marking shall be visible, clear, and remain legible during normal life cycle handling.

5.5.2 All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked with item description, quantity, lot number, or serial number. The outer shipping container and unitized load shall indicate load weight.

*** END OF NARRATIVE D0001 ***

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

1. Inspection

1.1. Government source inspection shall be at the source of the item(s), either CONUS or OCONUS, by a DCMA Quality Assurance Representative (QAR). The DCMA QAR utilizing a prescribed sampling plan will perform kind, count, and condition, to include visual inspection of a random sample of each item lot including packaging, marking and preservation. The Government reserves the right of inspection of any requirement identified in Section 3 of the applicable General Specification located at Attachments 0001-0005. The contractor will be responsible for the repackaging of any items. The contractor is responsible to ensure access to the source facilities and assistance in the safe and convenient performance of inspection.

1.1.2. It is the contractors responsibility to perform any necessary inspections and testing prior to Government inspection to ensure compliance to the requirements.

1.2. For FOB origin CONUS sourced shipments, the contractor shall provide written notification to the Government no later than fourteen (14) business days prior to date of availability in order to arrange for Government inspection. Written notification shall be provided to: Sue Burton, sue.a.burton.civ@mail.mil; Frank Altamura, frank.altamura.civ@mail.mil; and the cognizant DCMA QAR.

1.3. For FOB destination OCONUS sourced shipments, the contractor shall provide written notification to the Government thirty (30) days prior to date of availability in order to arrange for Government inspection.

1.3.1. An initial written notification shall be provided upon knowledge of estimated dates of availability for item inspection sixty (60) days prior to availability. The initial written notification will serve as a courtesy notification and will not constitute a definite scheduled date of inspection. Additionally the contractor shall provide an updated itinerary, including exact date/address/time/event for the inspection and ballistic lot acceptance test (BLAT) not less than five (5) business days before the inspection/BLAT occurs. Initial written notification and itinerary shall be provided to: DCMA International QAR personnel, e-mail to be provided at a later date; and Sue Burton, sue.a.burton.civ@mail.mil.

2. Inspection documentation

2.1. The contractor shall prepare an Item Information and Certification Statement (IICS) for item inspection in accordance with the template provided in Attachment 0012. A separate IICS is required for each shipment, as defined as each individual aircraft/vessel load. No IICS is required for FOB origin shipments.

2.2. The contractor shall present a copy of the IICS to the DCMA QAR at source inspection for signature. Forty eight (48) hours prior to arrival at final destination, the contractor shall provide an electronic copy with the DCMA signature to Sue Burton, sue.a.burton.civ@mail.mil, for forwarding to the US Government representative or the end-user receiving the items at destination.

2.3. Upon receipt at the destination, a US Government representative or the end-user will verify shipment and sign for receipt of the items on the IICS.

2.4. Once received at the final destination a US Government representative will perform a visual kind, count, and condition of the packaging, marking, and pallets. The US Government representative or the end-user shall sign the IICS verifying visual inspection only. These signatures do not constitute acceptance of the items.

2.5. The Government will send an electronic copy of the signed and completed IICS to the contractor for its records and submittal into Wide Area Work Flow (WAWF).

2.6. Any changes/revisions to this process required to meet the customers' requirements will be identified during the Delivery Order Competition Process.

3. Acceptance

3.1. Acceptance for shipments shall be made at origin by the cognizant DCMA QAR. Acceptance shall be based on DCMA source inspection, signed IICS, and Wide Area Work Flow Receiving Report (WAWF-RR) (FAR 52.232-4501). The WAWF-RR shall be prepared and submitted in accordance with FAR 52.232-4501. The use of WAWF is the required method for electronic submittals.

*** END OF NARRATIVE E0001 ***

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon

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request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VFDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	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; only design/development exclusions permitted.			
(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)			
E-4	52.246-4532 (ACC-RI)	DESTRUCTIVE TESTING	MAY/1994
(a) All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.			
(b) Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.			
(c) All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.			
(d) The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance inprocess testing, unless specifically authorized by the Contracting Officer.			
(e) The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.			
(End of clause)			

(ES7011)

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SECTION F - DELIVERIES OR PERFORMANCE

Transportation security requirements for OCONUS sourced items FOB: Destination-

The contractor shall comply with local country and international laws and regulations for transporting hazardous materials, ammunition, and explosives. If no local country regulations governing the transport of hazardous/explosive cargo exist (and international regulations are not observed/applicable in the local country), then all hazardous materials, ammunition, and explosives purchased under a U.S. DOD contract will be transported using, at a minimum, the following security standards:

1. Dual drivers - two drivers capable of transporting the cargo are required.
2. Communication - cell phone, radio, or another form of communication allowing drivers in the event of an emergency to request assistance or receive information/instructions, or to report route changes/delays.
3. Constant surveillance - hazardous/sensitive cargo may not be left unattended during enroute transportation stops. Cargo will remain under surveillance at all times.

*** END OF NARRATIVE F0001 ***

This document 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 these addresses:

<http://farsite.hill.af.mil/VVFARA.HTM> or <http://farsite.hill.af.mil/VVDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006
F-6	52.247-34	F.O.B. DESTINATION	NOV/1991
F-7	52.247-43	F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF EXPORTATION	FEB/2006
F-8	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-9	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	FEB/2006
F-10	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-11	52.247-61	F.O.B.--ORIGIN--MINIMUM SIZE OF SHIPMENTS	APR/1984
F-12	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

Zero Percent (0%) increase
Zero Percent (0%) decrease

This increase or decrease shall apply to all quantities on all orders.

(End of Clause)

F-13	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	DEC/2013
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Name of Offeror or Contractor:

(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 Contractors 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 Contractors estimated fully burdened unit cost to the Government at the time of delivery.

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

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

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

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

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

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

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"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 Number	Item Description
<u> N/A </u>	<u> N/A </u>

(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 Number	Item Description
<u> N/A </u>	<u> N/A </u>

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

(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 N/A.

(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.

Name of Offeror or Contractor:

(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.

Name of Offeror or Contractor:

- (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) Governments 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 item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (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;

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Name of Offeror or Contractor:

(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 N/A Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

F-14 52.247-4504 TRANSPORTATION SECURITY REQUIREMENTS FEB/2010
(ACC-RI)

(a) Supplies procured or furnished under this contract/subcontract, which are qualified as sensitive in accordance with DOD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Hazard Class 1 Explosives 1.1E, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DOD security standard for the applicable sensitive category or explosive class identified under DOD 5100.76-M and DOD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management District/Area Operations (DCMD/DCMAO) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of Clause)

(FS6115)

F-15 52.247-33 F.O.B. ORIGIN, WITH DIFFERENTIALS FEB/2006

(a) The term f.o.b. origin, with differentials, as used in this clause, means --

(1) Free of expense to the Government delivered --

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carriers wharf (at shipside, within reach of the ships loading tackle, when the shipping point is within a port area having water transportation service) or the carriers freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) Differentials for mode of transportation, type of vehicle, or place of delivery as indicated in Contractors offer may be added to the contract price.

(b) The Contractor shall --

(1)(i) Pack and mark the shipment to comply with contract specification; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2)(i) Order specified carrier equipment when requested by the Government; or

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Name of Offeror or Contractor:

- (ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;
- (3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carriers conveyance as required by carrier rules and regulations;
- (4) Be responsible for any loss of and/or damage to the goods --
- (i) Occurring before delivery to the carrier;
- (ii) Resulting from improper packing and marking; or
- (iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carriers conveyance;
- (5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show --
- (i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;
- (ii) The seals affixed to the conveyance with their serial numbers or other identification;
- (iii) Lengths and capacities of cars or trucks ordered and furnished;
- (iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;
- (v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government; and
- (vi) The signature of the carriers agent and the date the shipment is received by the carrier; and
- (6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.
- (c)(1) It may be advantageous to the offeror to submit f.o.b. origin prices that include only the lowest cost to the Contractor for loading of shipment at the Contractors plant or most favorable shipping point. The cost beyond that plant or point of bringing the supplies to the place of delivery and the cost of loading, blocking, and bracing on the type vehicle specified by the Government at the time of shipment may exceed the offerors lowest cost when the offeror ships for the offerors account. Accordingly, the offeror may indicate differentials that may be added to the offered price. These differentials shall be expressed as a rate in cents for each 100 pounds (CWT) of the supplies for one or more of the options under this clause that the Government may specify at the time of shipment.
- (2) These differential(s) will be considered in the evaluation of offers to determine the lowest overall cost to the Government. If, at the time of shipment, the Government specifies a mode of transportation, type of vehicle, or place of delivery for which the offeror has set forth a differential, the Contractor shall include the total of such differential costs (the applicable differential multiplied by the actual weight) as a separate reimbursable item on the Contractors invoice for the supplies.
- (3) The Government shall have the option of performing or arranging at its own expense any transportation from Contractors shipping plant or point to carriers facility at the time of shipment and, whenever this option is exercised, the Government shall make no reimbursement based on a quoted differential.
- (4) Offerors differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:
- _____ (carload, truckload, less-load,
- _____ wharf, flatcar, driveaway, etc.)

(End of Clause)

F-16 52.247-4531 COGNIZANT TRANSPORTATION OFFICER
(ACC-RI)

SEP/2007

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment

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Name of Offeror or Contractor:

if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions (Government Bill(s) of Lading/Export or FMS Shipment), in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

F-17 52.247-4551 SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS)
(ACC-RI)

MAY/2015

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlet, Circular and Rules may be procured from the Bureau of Explosives, AAR Publications P.O. BOX 11130 Pueblo, CO 81001. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, BOE Publications PO BOX 1020 Sewickley, PA 15143-1020 or by email at <mailto:boeorders@abdintl.com>. U.S. Army Defense Ammunition Center and School (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Headquarters, 950 North Glebe Road, Suite 210, Arlington, VA 22203-4181. USADACS approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of clause)

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

SECURITY - OCONUS based sources/suppliers:

The contractor shall comply with applicable local, country, and international laws and regulations for the Accountability and Security of Arms, Ammunition, and Explosives (AA&E). The contractor must maintain information and records verifying that accountability and security compliance measures as required by the applicable local, country, and international laws and regulations are met by the OCONUS supplier or producer. A copy of these records shall be submitted to the Procuring Contracting Officer for informational purposes.

Notification shall be provided upon change in status of compliance and resubmission of compliance shall be made in accordance with time intervals required for recertification by local, country, and international regulations. For example, verification of compliance to accountability and security laws and regulations can be a dated certification by Ministry of Defense officials from the producer/supplier country of origin.

SAFETY

Note: All CONUS sources/suppliers and OCONUS sources/suppliers where DCMA inspection takes place at CONUS locations must comply with DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives. DFARS clause 252.223-7002 will be waived for OCONUS sources/suppliers where DCMA inspection takes place at OCONUS locations; however, the contractor must comply with the Safety Statement of Work below:

NSA SAFETY STATEMENT OF WORK (SOW)1. General Safety Requirements

1.1. Nothing in this Safety Statement of Work (SOW) shall relieve the Contractor of its responsibility for complying with all applicable local, national, and international laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits).

1.2. The contractor is required to identify to the PCO and the ACO all ammunition and explosive (A & E) subcontractors where end items will be presented to the Government for inspection. Contractor is required to flow-down this safety statement of work (SOW) to all A & E subcontractors where Government Source Inspection (GSI) will be performed. Contractor shall establish and implement management controls to ensure A & E subcontractors comply with this safety SOW. Attachment 0016, GSI Locations & Sources of Supply, shall be used for this purpose.

1.3. The contractor shall demonstrate and maintain an effective safety program that shall be made available to the US Government and includes the following minimum requirements:

1.3.1. Comply with the requirements of this Safety SOW and any other safety requirements contained within the contract.

1.3.2. Designate an individual to administer and implement the safety program.

1.3.3. Provide for US Government access to facilities and review of safety program documentation.

1.3.4. The contractor shall provide safety awareness, entry, and emergency egress training to all US Government inspectors and visitors.

1.3.5. Develop and implement a plan that demonstrates the protective safety measures for US Government personnel performing A&E-related Government Source inspections/surveillance activities (GSI), including site ingress/egress.

1.3.6. Contractors must provide, document and report all A&E-related mishaps/accidents to the cognizant DCMA ACO and Safety Manager and the PCO, identifying any negative impact to contractor production schedules, US Government surveillance activities, and US Government delivery schedules.

1.3.7. Major and Minor mishaps/accidents are defined as:

1.3.7.1 Major - One or more fatalities, five or more non-fatal injuries, delay in delivery schedule exceeding 24 hours and any accident that may degrade operational or production capability or is likely to arouse media interest.

1.3.7.2 Minor All other A&E related Mishaps/ accidents that do not meet the definition of Major as documented above.

1.3.8. Mishap/Accident Reporting timelines are as follows (email/telephonic notification of event):

1.3.8.1 Major Mishap/Accident - As soon as possible, not later than 8 hours after the incident.

Name of Offeror or Contractor:

1.3.8.2 Minor Mishap/Accident 3 days

1.3.9. Mishap/Accident Reporting. Mishap/Accident reports will include, as a minimum: contractor name and location, date and time of accident, location of the accident, type of accident (explosion, fire, etc.), material/item involved, a short accident narrative, number of fatalities and injuries, property damage, and, if known, quantity of material involved and cause. All reports must include the contracts number and the contact information of the person submitting the report.

1.3.10. Records, maintains, and makes available for review, until final delivery under this contract, all contract-related safety inspections/oversight, safety records, and hazard analyses documentation used to determine compliance to mandatory safety requirements.

2. Detailed Safety Requirements

2.1 The contractor shall provide US Government personnel a safe and healthy work/inspection environment (to include ingress/egress of the contractors facilities and or property). Each US Government inspection location and ingress/egress routes shall be verified by a contractor safety professional prior to use to assure the minimum safety requirements are met.

2.2 The contractor shall, in accordance with Section C, Statement of Work, submit and maintain current A & E site plans for all DoD GSI inspection locations and ingress/egress routes as addressed below:

2.2.1 The contractor/subcontractor shall establish, maintain, and monitor quantity/distance (QD) separation between identified GSI locations/routes and surrounding A & E locations and operations. A minimum safety zone of at least inhabited building distance (IBD) for GSI sites and at least public transportation route distance (PTRD) for site ingress/egress. The IBD and PTRD separation distances will be based on either the applicable NATO A & E Standards, Host Nation A & E Standards, or the applicable quantity distance tables from DoD 4145.26-M, DoD Contractors Safety Manual for Ammunition and Explosives March 13, 2008; whichever is more stringent.

2.2.2 If the quantity/distance separation requirements are not compliant to the applicable standard(s) in paragraph 2.2.1, the A&E Site Plan will include the contractors alternate risk mitigation plan to reduce any exposure to explosion risks during the GSI. Individual maximum credible event (MCE) data analysis or equivalent level of protection data analysis may also be considered when QD separation is limited. Alternative risk mitigation plans may include, but are not limited to, temporary cessation/shutdown of operations during GSI, conduct GSI during nonoperational hours, clear the assembly lines of explosive material during inspection, or identification of an alternate location for the GSI. The alternate plan may be to define building design, A & E spacing, A & E configuration, terrain, barricades, or barriers that reduce the risk of exposure. Such analysis shall be included in the A&E site plan for Government assessment.

2.2.3 When increasing the existing net explosive weight for quantity distance (NEWQD) or maximum credible event (MCE) for any A&E facility Improvement/modification that can negatively impact US Government Ingress/egress routes or inspection locations, the contractor shall notify and provide an updated site plan in accordance with Section C of the contract.

2.2.4 Unless identified and documented in contractor's submitted A & E site plan, GSI locations shall not be utilized to store non DoD related ammunition, explosive items, products, or materials.

2.2.5 Contractor US Government inspection sites that do not meet this safety SOW shall be subject to withdrawal of US Government personnel and require A&E materials to be relocated to an accepted location for GSI activities.

2.3 The inability of the contractor to meet the minimum safety requirements at the time of GSI verification shall not relieve the contractor from meeting their contractual requirements.

2.4 Nothing in this statement of work (SOW), nor any US Government action or failure to act in surveillance of this contract, shall relieve the contractor of its responsibility for the safety of US Government personnel and/or property.

2.5 If the US Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this shall not impose any liability on the US Government.

*** END OF NARRATIVE H0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	52.242-4591 (ACC-RI)	CONTRACTOR PERFORMANCE INFORMATION	DEC/2005

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Department of Defense (DoD) Contractors Performance Assessment Reporting System (CPARS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Name of Offeror or Contractor:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

H-3 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
(ACC-RI)

The bidder/offeror is to fill in the Shipped From address, if different from Place of Performance indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of clause)

(HS7600)

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

This document 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 these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT/2015
I-11	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-12	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL/2015
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT/2015
I-14	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-20	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-21	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000	MAY/2014
I-22	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR/2015
I-23	52.222-26	EQUAL OPPORTUNITY	APR/2015
I-24	52.222-29	NOTIFICATION OF VISA DENIAL	APR/2015
I-25	52.222-37	EMPLOYMENT REPORTS ON VETERANS	OCT/2015
I-26	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-27	52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR/2015
I-28	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-29	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB/2000
I-30	52.226-5	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA	NOV/2007
I-31	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-32	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	FEB/2013
I-33	52.232-1	PAYMENTS	APR/1984
I-34	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-35	52.232-11	EXTRAS	APR/1984
I-36	52.232-17	INTEREST	MAY/2014
I-37	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-38	52.232-25	PROMPT PAYMENT	JUL/2013
I-39	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-40	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-41	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-42	52.233-1	DISPUTES	MAY/2014
I-43	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-44	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-45	52.242-13	BANKRUPTCY	JUL/1995
I-46	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-47	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	OCT/2015

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I-48	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-49	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-50	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-51	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-52	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-53	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-54	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-55	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-56	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-57	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-58	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-59	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-60	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-61	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
I-62	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-63	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-64	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2015
I-65	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-66	252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	DEC/1991
I-67	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-68	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2015
I-69	252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP/2006
I-70	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
I-71	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-72	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-73	252.229-7011	REPORTING OF FOREIGN TAXES - U.S. ASSISTANCE PROGRAMS	SEP/2005
I-74	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-75	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-76	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-77	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-78	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-79	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-80	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-81	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-82	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
I-83	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
I-84	52.216-19	ORDER LIMITATIONS	OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than minimum order quantity as stated on Attachment 0006, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor maximum order quantity greater than as stated in Attachment 0006 to this document--

(1) Any order for a single item in excess of the quantities set forth in Attachment 0006;

(2) Any order for a combination of items in excess of N/A; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order

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limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-85

52.216-22

INDEFINITE QUANTITY

OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries on orders placed under this contract after 1829 days after award.

(End of Clause)

I-86

52.232-32

PERFORMANCE-BASED PAYMENTS

APR/2012

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the

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liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractors --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) Property, as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officers approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officers advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the

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Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractors records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractors records and to examine and verify the Contractors performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Governments rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(1) Content of Contractors request for performance-based payment. The Contractors request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contracts description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractors certification. As required in paragraph (1)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

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(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Governments title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

I-87 252.216-7006 ORDERING

MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from Date of Award through 1829 Days after Award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued'' when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

I-88 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES

SEP/1999

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

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

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/ CATEGORY
Various NSA	N/A	CCCI 3 SRC IV

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

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

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

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

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

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

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

(End of clause)

I-89

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 -1-, 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)

I-90

252.225-7043

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE
THE UNITED STATES

JUN/2015

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is:

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from -1-.

(End of clause)

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I-91 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

OCT/2015

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

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

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

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents

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provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

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(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,500,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-92 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS DEC/2014
The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I-93 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-94 52.222-35 EQUAL OPPORTUNITY FOR VETERANS OCT/2015
(a) Definitions. As used in this clause--

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"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)

I-95 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)

I-96 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 DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-97 252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN FEB/2015
(DEV 2015- INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-00010)
00010)
(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.

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(End of clause)

I-98 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dema.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

I-99 252.223-7001 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

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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)

I-100	252.225-7989	REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN DJIBOUTI	JAN/2014
	(DEV 2014-00005)	(DEVIATION 2014-00005)	

(a) General. (1) This clause applies when Contractor personnel are required to perform in Djibouti in support of the United States Africa Command (USAFRICOM). This includes contractor personnel who are not covered by the clause at DFARS 252.225-7040.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians. When authorized under this contract to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(b) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(c) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel performing in Djibouti are familiar with and comply with, all applicable--

- (i) United States, host country, and third country national laws;
- (ii) Treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Force protection, security, health, or safety orders, directives, and instructions issued by the USAFRICOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(2) The Contractor shall ensure that Contractor employees are aware of their rights to--

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- (A) Hold their own identity or immigration documents, such as passport or drivers license;
- (B) Receive agreed upon wages on time;
- (C) Take lunch and work-breaks;
- (D) Elect to terminate employment at any time;
- (E) Identify grievances without fear of reprisal;
- (F) Have a copy of their employment contract in a language they understand;
- (G) Receive wages that are not below the legal in-country minimum wage;
- (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (I) If housing is provided, live in housing that meets host-country housing and safety standards.

(d) Preliminary personnel requirements. (1) Specific requirements for paragraphs (d)(2)(i) and (d)(2)(ii) of this clause will be set forth in the statement of work or elsewhere in the contract.

(2) Before Contractor personnel begin contract performance in Djibouti, the Contractor shall ensure the following:

- (i) All required security and background checks are complete and acceptable.
- (ii) All personnel are medically and physically fit and have received all required vaccinations.

(e) Registration of Contractor personnel.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (e)(3) of this clause.

(2) Upon identifying an employee who will be performing in Djibouti, the Contractor shall enter employee information into SPOT, and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the employment in Djibouti. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in Djibouti with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules (<http://www.acq.osd.mil/log/PS/spot.html>).

- (i) In all circumstances, this includes any personnel performing private security functions.
- (ii) For personnel other than those performing private security functions, this requirement excludes anyone

- (A) Hired under contracts valued below the simplified acquisition threshold;
- (B) Who will be performing in Djibouti less than 30 continuous days; or
- (C) Who, while afloat, are tracked by the Diary Message Reporting System.

(3) The Contractor shall submit aggregate Contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e., U.S. third country national or local national) of those Contractor personnel who are on contracts valued at more than the simplified acquisition threshold, but performing less than 30 days in Djibouti (e.g., day laborers).

(f) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (f), in all subcontracts that require subcontractor personnel to perform in Djibouti.

(End of clause)

I-101 252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY (DEVIATION 2015-00016) SEP/2015
 (DEV 2015-00016)

(a) The Contractor shall--

- (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are

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provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management at <http://www.sam.gov>--

(i) Prior to subcontract award; and

(ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Contracting Officer provides to the Contractor written approval of the Head of the Contracting Activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to--

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

I-102	252.225-7994 (DEV 2015- 00013)	ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2015- 00013)	MAR/2015
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(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not--

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.

(End of clause)

I-103	52.216-4592 (ACC-RI)	TASK AND DELIVERY ORDER OMBUDSMAN	JUN/2011
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(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors regarding fair opportunity to be considered for task and/or delivery orders under multiple award contracts. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the contracting officer, source selection official or program manager. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings).

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(c) If resolution cannot be made by the contracting officer, concerned parties may contact the appointed task and delivery order ombudsman at U.S. Army Sustainment Command, ATTN: AMSAS-GCB/Task and Delivery Order Ombudsman, Rock Island, IL 61299, phone: (309)782-7287, facsimile: (309)782-8469.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

(IS7080)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	DD1423 CONTRACT DATA REQUIREMENTS LIST (CDRL)	01-AUG-1996	003	
Attachment 0001	GEN SPECIFICATIONS FOR GENERAL NSA	13-OCT-2015	014	
Attachment 0002	GEN SPECIFICATIONS FOR NS SMALL CALIBER	13-OCT-2015	014	
Attachment 0003	GEN SPECIFICATIONS FOR NS MORTAR AMMUNITION	13-OCT-2015	012	
Attachment 0004	GEN SPECIFICATIONS FOR NS GRENADE AMMUNITION	13-OCT-2015	012	
Attachment 0005	GEN SPECIFICATIONS FOR NS MORTAR SYSTEMS	13-MAY-2015	018	
Attachment 0006	PRICING MATRIX FOR NSA-NSMWS	09-OCT-2015	007	
Attachment 0007	DELIVERY ORDER ONE PROPOSAL FORM	09-OCT-2015	003	
Attachment 0008	PAST PERFORMANCE COVER LETTER	08-JUL-2015	001	
Attachment 0009	PAST PERFORMANCE QUESTIONNAIRE	08-JUL-2015	005	
Attachment 0010	DELIVERY STATUS REPORT TEMPLATE	27-DEC-2012	001	
Attachment 0011	STATUS REPORT TEMPLATE	07-OCT-2015	001	
Attachment 0012	ITEM INFORMATION & CERTIFICATION STATEMENT TEMPLATE	27-DEC-2012	001	
Attachment 0013	HAZARDOUS MATERIAL WARNING LABEL	09-JUN-2015	001	
Attachment 0014	DISCLOSURE OF LOBBYING ACTIVITIES	09-JUN-2015	002	
Attachment 0015	SECURITY STATEMENT OF WORK	27-DEC-2012	007	
Attachment 0016	GSI LOCATIONS & SOURCES OF SUPPLY LISTING	09-OCT-2015	012	
Attachment 0017	SECTION L PROPOSAL SUBMISSION	15-OCT-2015	012	
Attachment 0018	SECTION M PROPOSAL EVALUATION	15-OCT-2015	011	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-2	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	DEC/2014

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332993.

(2) The small business size standard is 1500 employees.

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

(b)(1) If the provision at 52.204-7, 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 the 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:

(i) Paragraph (d) applies.

(ii) 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 CorporationsRepresentation.

(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.

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(vii) 52.214-14, Place of Performance Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

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

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

___ (iii) 52.222-48, Exemption from Application of the Service

Name of Offeror or Contractor:

(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 and contracts when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)Representation. Applies to solicitations and contracts 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:

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

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

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

___ Use with Alternate I.

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

___ (v) 252.225-7035, Buy AmericanFree Trade AgreementsBalance 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 website at https://www.acquisition.gov/. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in 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.

Table with 4 columns: FAR/DFARS Provision #, Title, Date, Change. The table is currently empty.

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)

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Name of Offeror or Contractor:

Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

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

(End of provision)

K-5

52.225-18

PLACE OF MANUFACTURE

MAR/2015

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

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

[] (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

[] (2) Outside the United States.

(End of provision)

K-6 52.247-53 FREIGHT CLASSIFICATION DESCRIPTION APR/1984

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

For Freight Classification Purposes, Offeror Describes This Commodity as _____.

(End of Provision)

K-7 252.203-7998 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN FEB/2015
 (DEV 2015- INTERNAL CONFIDENTIALITY AGREEMENTS--REPRESENTATION (DEVIATION 2015-
 00010) 00010)

(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)

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Name of Offeror or Contractor:

K-8 252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX DEC/2014
 (DEV 2015- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR
 00005) 2015 APPROPRIATIONS (DEVIATION 2015-00005)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that--

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

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

(b) The Offeror represents that--

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

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

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PROPOSAL SUBMISSION

See Attachment 0017 to this solicitation.

*** END OF NARRATIVE L0001 ***

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
L-2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL/2015
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-6	52.216-27	SINGLE OR MULTIPLE AWARDS	OCT/1995
L-7	52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	MAR/2015
L-8	52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION	APR/1984
L-9	252.215-7008	ONLY ONE OFFER	OCT/2013
L-10	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [] DX rated order; [XX] 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.

(End of Provision)

L-11	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of up to two Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) contracts resulting from this solicitation.

(End of Provision)

L-12	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA	OCT/2010
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(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. 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.

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(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;

(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.

(2) 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 offerors determination of the prices to be offered in the catalog or marketplace.

(b) 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:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than 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 in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) 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.

(End of Provision)

L-13 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):

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARa.HTM>

L-14 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

L-15 52.215-4583 DISCLOSURE OF UNIT PRICES FEB/2004
(ACC-RI)

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to

Name of Offeror or Contractor:

disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

L-16 52.233-4503 AMC-LEVEL PROTEST PROGRAM
(ACC-RI)

OCT/2014

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel-Deputy Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840
e-mail: usarmy.redstone.usamc.mbx.protests@mail.mil

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/commandcounsel.html>

If Internet access is not available, contact the Contracting Officer or HQ, AMC Office of Command Counsel to obtain the AMC-Level Protest Procedures.

(End of provision)

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SECTION M - EVALUATION FACTORS FOR AWARD

BASIS FOR AWARD (SECTION M)

See Attachment 0018 of this solicitation.

*** END OF NARRATIVE M0001 ***

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.